



## **BOARD OF TRUSTEES - SPECIAL MEETING**

**Thursday, December 15, 2022 at 5:00 PM**

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

**\*LIVE STREAM available at Town website\***

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### **LOCAL LICENSING AUTHORITY**

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#### **Call to Order**

1. Report of Change - Controlling Beneficial (Alpine Essentials, LLC - 850 Commercial)
2. Report of Change - Modification of Premises (Alpine Essentials, LLC - 850 Commercial)
3. Report of Change - Modification of Premises (Palmer Lake Wellness - Hwy 105)

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### **AGENDA**

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*This agenda is subject to revision 24 hours prior to commencement of the meeting.*

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Business Items**

4. Consideration of Public Display (Artist Banner)
5. Resolution 59-2022 to Approve the Water Line Easement at Elephant Rock Property
6. Resolution 60-2022 to Approve Utility Easement at Elephant Rock Property

#### **Public Comment**

*Public comments are encouraged to be emailed to the Town office at [info@palmerlake.org](mailto:info@palmerlake.org) with subject line of Public Comment (48 hour prior to meeting) and shall be announced, distributed, and addressed at the meeting. Otherwise, please step to the microphone, state your name and address for the record and address the Board on matters not on the agenda. Please note that the Board will not take action on your concern but may refer it to staff and/or to a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

#### **Board Reports**

**Next Meeting (1/5 Board Training and 1/12 Meeting) and Future Items**

**Convene to Executive Session**

*For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – Fire IGA; elephant rock property lease; Hwy 105 property offer; possible annexation; water service request*

**Reconvene to Open Session**

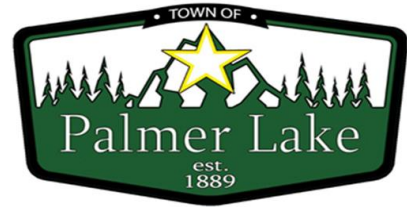
**Adjourn**

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**Americans with Disabilities Act**

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Reasonable accommodations for persons with a disability will be made upon request. Please notify the Town of Palmer Lake (at 719-481-2953) at least 48 hours in advance. The Town of Palmer Lake will make every effort to accommodate the needs of the public.



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - MEMO SUMMARY**

<b>DATE:</b> December 15, 2022	<b>ITEM NO.</b>	<b>SUBJECT:</b> Permanent Public Display Palmer Lake Arts Council – Featured Artist Banner Program
<b>Presented by:</b> Deputy Clerk Julia Stambaugh		

**Background**

In keeping with the historic cultural traditions of Palmer Lake and following the lead of the new master plan, the arts council would like to present a featured artist proposal for strategic banner displays in the Town.

Using underutilized areas of Palmer Lake with high traffic volume, The Palmer Lake Arts Council would like to propose a program that highlights Palmer Lake’s rich community of artists.

The ‘featured artist banner’ is a program seen in many culturally rich towns and cities. An artist from Palmer Lake would be selected as the featured artist for 6 months. An image of their work and their name would be featured on the banners (please see attachments for details).

They feel strongly that this program would advocate for the artists in Palmer Lake and add value and interest for citizens.

In conjunction with the vision of the main street downtown Palmer Lake historic corridor and the renewal of the arts in town in general, the Palmer Lakes Arts Council would like to establish a rotating featured artist banner program. This will be modeled after the one in Taos, NM. The artist will have a pop-up venue to showcase their pieces and the council would like to have several banners/signs displayed to promote the artist. The vertical banners would rotate at least initially every six months. They would have a visual image of the art with the artist's name and/or website and potentially a QR code. Attached is what the council envisions the banners to look like with dimensions. They would be two sided. We would like to post them on the light posts in the parking lots on the east and west sides of the lake/centennial park. This of course would be asking for an exception for the banner rules already established. Other than promotion for the artist, the arts council would not receive any monetary benefit from these banners. We do feel that the cultural benefit would enhance the town in general and add interest for all citizens and visitors.

The banners would be mounted using gromets. No changes would be made to the streetlight post. Banners would be at no cost to the town of Palmer Lake.

## Banner Layout Information:

To increase the chances of an image / artwork being selected for the 2023 Palmer Lake Featured Artist Banners by Palmer Lake Arts Council, please consider the overall layout of the banners. Included here is an example of how an image may be cropped and some points of what to consider.

**1) Please note this is a VERTICAL LAYOUT, so horizontal imagery presents challenges when cropping or fitting to the layout.**

2) Note the placement of the type on the left side of the banner image, and how it may affect image content.

3) Note the amount of space above or below the primary content of an image, and how that may affect the layout onto a banner.

4) Note the type (Palmer Lake Featured Artist) and colored bar at the bottom of the banner layout, and how it may affect the layout or display of an image

*\* The above indications are considerations only.* The submitted artwork does not have to necessarily fit the banner layout, but it is worth considering how well an image may or may not fit to the general layout of a banner. Also, layout considerations are only one aspect of selecting a winning image. Other considerations are color, display, content, mediums and so forth.

**IF YOU NEED HELP SUBMITTING DIGITALLY, PLEASE CONTACT US. WE ARE HERE TO HELP!**  
[info@palmerlakeartscouncil.ort](mailto:info@palmerlakeartscouncil.ort)

Parking lot west of the lake. In between the lake and highway 105

Pictured from north and south along highway 105



1<sup>st</sup> streetlight post.    2<sup>nd</sup> streetlight post.    3<sup>rd</sup> streetlight post.    4<sup>th</sup> streetlight post



5<sup>th</sup> streetlight post.    6<sup>th</sup> streetlight post    7<sup>th</sup> streetlight post



Parking lot East of Palmer Lake. In between the lake and ben Lomond. Three street lights/one banner per light.

Views of parking lot – both sides and front



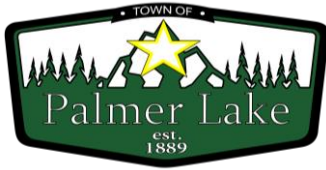
1<sup>st</sup> streetlight post

2<sup>nd</sup> streetlight post

3<sup>rd</sup> streetlight post







42 Valley Crescent  
 PO Box 208  
 Palmer Lake, CO 80133  
 Phone: (719) 481-2953  
 Fax: (719) 488-9305  
[www.townofpalmerlake.com](http://www.townofpalmerlake.com)

TOWN OFFICE USE ONLY	
Date Received: _____	By: _____
<input type="checkbox"/> Approved	By: _____
<input type="checkbox"/> Denied	Date: _____

Item 4.

## TOWN OF PALMER LAKE PUBLIC DISPLAY PERMIT

The following application is pursuant to Ordinance No. 02-2020 and must be completed for any Public Display placed upon public property within the Town of Palmer Lake. This includes Sponsorship projects, Public Art, and Advertising Displays. A separate application must be completed for each Display. The following must be submitted for this application to be considered:

- Completed Public Display Permit Application
- Picture or sketch of the display, including the nature, size, color, and location of the proposed display

This application shall be submitted to the Town of Palmer Lake for Administrative review. Submission of application does not guarantee approval.

*Note: A minimum of 30 days is required to process this application.*

### APPLICANT INFORMATION

Name: Palmer Lake Arts Council. Phone: 575.779.6018

Email: [info@plartscouncil.org](mailto:info@plartscouncil.org)

Mailing Address. PO Box 562 City: Palmer Lake State: CO Zip: 80133

What type of display are you applying for?  Advertising Display  Public Art  Sponsorship  Other

Will your display be permanent or temporary?  Permanent  Temporary

If temporary, approximate dates your display will remain: \_\_\_\_\_

*Note: Temporary displays may not exceed a period of 6 months.*

Please describe the purpose and nature of the display (attach additional sheets if needed):

Please see attached summary and attachments

### APPLICANT ACKNOWLEDGEMENT

THIS APPLICATION HAS BEEN EXAMINED AND COMPLETED BY ME. ALL OF THE INFORMATION COMPLETED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, CORRECT, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AM AWARE OF AND FULLY UNDERSTAND THE TOWN OF PALMER LAKE REGULATIONS. BY SIGNING BELOW, I HEREBY CERTIFY THAT I AM THE PERSON WHOSE NAME APPEARS ON THIS APPLICATION AS THE APPLICANT

Jina Brenneman

Jina Brenneman

12.14.2022

Applicant Signature

Printed Name

Date

If completing this form electronically, it may be signed either by typing your name in the Signature field or by printing the form and signing by hand. The form may be submitted electronically by saving it to your computer and attaching it to an email to [info@palmer-lake.org](mailto:info@palmer-lake.org). Alternatively, forms and payments may also be turned in at the Town office.

**PALMER LAKE, COLORADO**

**ORDINANCE NO. 02-2020**

**AN ORDINANCE APPROVING DESIGN, CONSTRUCTION AND PLACEMENT STANDARDS FOR PUBLIC DISPLAYS OF ART, ADVERTISING, SPONSORSHIP, MEMORIALS, OR OTHER PUBLIC DISPLAYS, WHETHER PERMANENT OR TEMPORARY, UPON PUBLIC PROPERTY WITHIN THE TOWN OF PALMER LAKE**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado;

**WHEREAS**, the Board recognizes that the values and culture of the Town include its small-town character, and that maintenance of the same through adoption of standards and guidelines for Public Displays is essential for the Town and its residents;

**WHEREAS**, in adopting this Ordinance, the Town Board of Trustees desires to ensure that any and all public displays, as defined herein: (1) be designed and implemented in such a way as to protect the small-town character, values and culture of the Town; (2) be designed and implemented in such a way as to preserve and protect public health, safety and welfare; (3) be considered and approved by the Board so as to ensure that only such projects as otherwise meeting the objectives of this Ordinance are approved for installation upon public property; (4) prevent inappropriate designs inconsistent with the character, values and culture of the Town from being placed; and (5) establish a program for the removal of any public displays inconsistent with this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE AS FOLLOWS:**

**Section 1 - Legislative Intent.** It is the intent of this ordinance to provide procedures and standards for the design, approval, construction, and installation of Public Displays, including but not limited to Sponsorship Projects, Public Art, and advertising displays constructed or placed upon public property within the Town of Palmer Lake, and to ensure and provide the structural integrity, safety, security and maintenance guidelines for all Public Displays within the Town of Palmer Lake. Nothing herein shall create a requirement on the Town to maintain any Public Display.

**Section 2 - Definitions.** The following terms used in this ordinance have the following meanings, unless the context clearly indicates otherwise:

A. *Advertising* means any public display which contains advertising material for commercial purposes, including logos, designs and trade names of businesses, trades, charities or other interests, whether part of a Public Art display, a Sponsorship Project, or other Display, temporary or permanent, subject to this Ordinance.

B. *Permanent* means of a long-term or indeterminate period, with the presumed intention that a Permanent Public Display will not be removed for the foreseeable future.

C. *Public Art* means public displays of various kinds of artwork including but not limited to sculpture, paintings, mixed media, collage, earth works and environmental art, sonic art, time-based media, film/video, digital art, web-based art, light-based art installations, conceptual art, original printmaking and photography, original graphic art, fiber arts, textile, stained glass, metalwork and other crafts, ceramic arts, and mosaic, if placed on temporary or permanent display on public property within the Town of Palmer Lake.

D. *Public Display* means any art, advertising, postings, exhibitions, projects, or other visual or auidial materials posted upon, utilizing, or otherwise associated with public property located within the Town of Palmer Lake. Public Display expressly includes Public Art, Sponsorship Projects and other similar displays, whether or not including advertising, and whether or not of a temporary or permanent nature.

E. *Sponsorship Project* means a public display designed and intended to raise funds for a particular public project through solicitation of public and private sponsorships, resulting in displays of Public Art, plaques, tiles bricks or similar displays containing memorial, advertising, or personal messages of said sponsors/donors, whether of a Temporary or Permanent nature.

F. *Temporary* means of a short-term period, not to exceed 6 months.

Section 3 – Approval Required. It shall be unlawful to install, maintain, or operate any Public Display within the Town of Palmer Lake without obtaining the approval of the Board of Trustees for the Town of Palmer Lake, including through the Board’s delegates or designees, should the Board expressly delegate such authority. Each separate Public Display shall require a separate permit, though a Public Display that is by its very nature disbursed upon public property may be subject to a single approval.

#### Section 4 - Application Procedures.

A. An application for approval of a Public Display shall be filed with the Town Administrator in a format acceptable to the Town Administrator, or on forms provided by the Town.

B. The application shall be accompanied by a detailed description of the proposed Public Display, and where appropriate including a site plan and other graphic depictions clearly illustrating the nature, size, color and location of the proposed Public Display, and the purpose, duration and, if applicable, fundraising project.

C. The Town Administrator shall review the application for conformance with the criteria in this Ordinance, and if found to be in conformance, place the application on the agenda, of a public Board of Trustee's meeting for the Trustee's consideration and approval or denial within 30 days of submittal of such a complete application. Should the Town Administrator find the application incomplete or not in conformance with the criteria of this Ordinance, the Town Administrator shall within 30 days advise the applicant of the same, and shall work with the applicant in good faith to bring the application into conformance. If the application cannot be brought into conformance despite the best efforts of the applicant and Town Administrator, the Town Administrator may deny such application. Denial of an application by the Town Administrator may be appealed to the Board of Trustees.

#### Section 5 - Permit Periods, Renewals and Termination.

A. Approvals of Public Displays pursuant to this Ordinance shall be valid for the period authorized by Board approval.

B. Renewal requests shall be accompanied by the same submittal requirements contained in Section 4, above, and shall be submitted no later than 30 days prior to expiration of the prior approval.

C. The Town Administrator may terminate any approval issued under this Ordinance, upon a determination that the Public Display, as installed, is inconsistent with the application and/or the Board Approval, and therefore in violation of the criteria of this Ordinance, including the requirements and conditions of Section 6, below. In such instance, the Town Administrator shall advise the applicant in writing of the perceived inconsistency, error, or violation, and provide the applicant a 15 day period to cure such violation. Should the applicant dispute such violation during such cure period, the applicant shall be afforded the opportunity for a hearing before the Board of Trustees, who shall make the final determination.

D. The Town Administrator may terminate any Approval under this Ordinance for a Public Display upon a determination by the Town Administrator that the exercise of the Town's police powers to regulate rights-of-way will be impaired, or the Public Display provides a risk to Public Safety. Such termination shall be immediate and are not subject to the provisions of 5 C, above.

E. Upon termination of any approval of a Public Display subject to this Ordinance, whether said termination is by virtue of expiration of the approval period, by notice from the Town Administrator, or otherwise, following any applicable cure/appeal process as described herein, the permittee shall immediately remove said Public Display from the approved area.

Section 6 – Requirements, Standards and Conditions. All Public Displays authorized and approved under this Ordinance must comply at all times with the following terms, conditions, requirements, and standards:

A. Public Displays that are designed to be touched, handled and experienced by the public, or which may due to their nature be subject to such touching and handling, must be constructed of appropriately substantial material so as to prevent damage or destruction of such Public Displays. The Town of Palmer Lake shall in no instance be liable for such damage or destruction, including vandalism, by the public.

B. To the extent any Public Display is to be physically installed, constructed, or mounted upon property and infrastructure of the Town of Palmer Lake, such Public Displays must be adequately engineered and designed so as to prevent damage to such property and infrastructure, and so as not to pose a safety risk to the public as a result of such design and engineering, or mounting/installation methods. The Town may require stamped engineering drawings prior to approval, and in no instance shall the Town be liable for damage, destruction or injury resulting from inadequate design or engineering, even should the engineering and design of such Public Display have been provided and reviewed by the Town prior to approval. Upon removal of any Public Display, the Applicant shall be responsible for restoring the public property back to the original state prior to installation of the Public Display.

C. Public Displays may include advertising of commercial, charitable or other nature, provided such advertising is otherwise in compliance with all Requirements, Standards and Conditions described herein. Consideration will be given to structural and surface integrity, permanence, and protection against injury, theft, vandalism, weathering, and excessive maintenance and repair costs. All “signage” of an advertising nature within any Public Display must conform to all advertising and sign standards as described in the Town of Palmer Lake Municipal Code, in addition to the specific terms of this Ordinance or conditions of Approval. All advertising within a Public Display subject to this ordinance shall also conform to the following standards:

1. A Public Display visible from any public roadway will not contain the words “stop”, “drive-in”, or any other word, phrase, character, or symbol which as determined by the Town Administrator, may interfere with, mislead, or direct vehicular traffic.

2. A Public Display shall not contain pictures, language, graphics or materials that are offensive to community standards and values.

3. A Public Display shall not contain pictures, language, graphics or materials that depict, offer or imply the use or sale of tobacco or marijuana products, paraphernalia related thereto, or other drugs. Public Displays that depict beer, wine or alcohol may be permitted, provided such depictions are not offensive to community standards and values, and it is expressly recognized that there are valued members of the business community within the Town of Palmer Lake who's businesses include service of alcoholic beverages.

4. A Public Displays within the Town of Palmer Lake shall be limited to those businesses catering to the Palmer Lake community, specifically being limited to those businesses located within the "Tri-Lakes" area of northern El Paso County, Colorado.

D. Messages or language prohibited by federal or state law or Town ordinance shall not be permitted, nor shall messages, images, depictions, language or inferences drawn therefrom intended to intimidate, demean or otherwise discriminate on the basis of religion, race, creed, color or sexual orientation be permitted.

E. Public Displays must be placed so as not to interfere with the safe and efficient passage of pedestrians, bicyclists and other non-motorized users of the Towns roads, sidewalks, paths and parks, and specifically may not impede pedestrian access to or use of traffic control devices, public rights of way, or private property.

F. The location and placement of any Public Display must not interfere with vehicular traffic or other uses of the public roads and rights-of-way, including visual impairment from sight lines, corners, or other visual obstacles.

G. Unless otherwise specifically provided in the approval of the Board, as may be the case in Public Displays of a Permanent nature, the applicant shall maintain all Public Displays and environs in a safe, clean and presentable condition at all times.

H. Damaged or disfigured Public Displays, or components thereof, shall be removed, repaired, or replaced by the applicant within ten days of notification of damage. If such conditions pose a safety hazard, such conditions shall be removed, repaired, or replaced immediately.

I. The applicant of each Public Display shall release and indemnify, defend and save harmless the Town of Palmer Lake, its officers, agents, and employees, from and against any and all claims, actions, causes of action, demands, judgment, cost, expenses, including attorneys' fees, and damages of every kind and nature incurred by or

occurring to any person whatsoever predicated upon injury to, or death of, any person, or loss of, or damage to, property, public or private, or of whatever ownership, or damage to business, provided such injury, death, or loss or damage shall arise out of or be connected directly or indirectly to the exercise of any right or privilege granted by any approval of a Public Display pursuant to this Ordinance.

Section 7 - Removal of Public Displays Without Approvals. All Permanent Public Displays in existence as of the effective date of this Ordinance shall be deemed nonconforming Public Displays. Nonconforming Public Displays must comply with the provisions of Section 6 of this Ordinance and shall be treated as other nonconforming uses within the Town Code. All Temporary Public Displays in existence as of the effective date of this Ordinance shall, within 30 days, submit an application as described herein for retroactive approval, or shall be removed following 30 days written notice by the Town.

Section 8 - Reservation of Police Power. The Board of Trustees reserves unto itself any and all police power it may have with respect to regulation and control of public property. Any approval of a Public Display pursuant to this Ordinance shall be subject to the future exercise of the police power by the Board of Trustees and the approval, denial, or termination of a prior approval shall not entitle the applicant to any compensation from the Town of Palmer Lake by virtue of the exercise of such police power.

Section 9 - Publication and Effective Date. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published by title only in a newspaper of general circulation and in full on the Town official web site. This Ordinance shall become effective thirty (30) days after the date of such publication.

Section 10. Penalty. Any person, firm or corporation who violates a provision of this Ordinance shall be considered to have committed a civil infraction and not a crime, and upon a finding of guilty or entry of a plea of guilty or entry into a plea agreement, shall be subject to a fine not to exceed two thousand six hundred and fifty dollars (\$2,650.00). Each day upon which such infraction continues shall constitute a separate infraction. Nothing herein shall prevent the Town from utilizing any and all other remedies available to the Town.

Section 11. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 12. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of

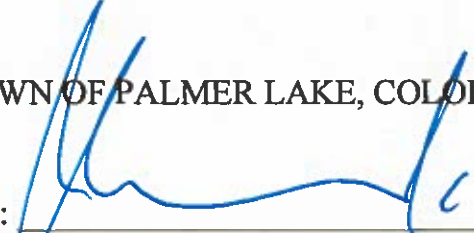
ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23<sup>RD</sup> DAY OF APRIL, 2020.**

ATTEST:

  
\_\_\_\_\_  
Bob Radosevich, Town Administrator

TOWN OF PALMER LAKE, COLORADO

BY:   
\_\_\_\_\_  
John Cressman, Mayor

**GRANT OF WATER LINE EASEMENT**

This Agreement for granting of a Water Line Easement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between:

Name: TOWN PALMER LAKE aka TOWN OF PALMER LAKE  
Address: 42 Valley Crescent, P.O. Box 208  
Palmer Lake, CO 80133

hereinafter referred to as "Grantor"

and the **TOWN OF PALMER LAKE**, 42 Valley Crescent, P.O. Box 208, Palmer Lake, CO 80133, hereinafter referred to as the "Town".

**RECITALS**

- A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").
- B. The Town wants to acquire an easement across Grantor's Property for purposes of a water line easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Town, its successors and assigns, a perpetual nonexclusive easement over, under, across, above and through the Grantor's Property ("Easement"), the description, location and dimensions of the Easement being set forth in Exhibit B attached hereto. A sketch depicting the location of the Easement is attached hereto as Exhibit C and incorporated by this reference.
2. Purpose of Easement. The Easement to the Town shall be for the purposes of construction, replacement, improvement, repair, removal, maintenance and operation of water line facilities, including but not limited to pipes, fittings, fire hydrants, valves, wells, manholes, fixtures, water distribution lines and mains, appurtenances and attachments, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.
3. Use of Easement by Grantor. No building, structure, trees, shrubs, fences, other improvements, or landscaping other than a lawn, shall be placed or constructed on or within said Easement by the Grantor without the Town's prior express written consent. The Town shall have the right to remove all obstructions or improvements from the Easement which interfere with the use and enjoyment of the Easement, without liability to Grantor. The Town agrees that if it is required to disturb the surface of the Easement for construction, maintenance or operation of the utility

facilities, it will use reasonable efforts to restore the surface to the pre-disturbance condition.

- 4. Restriction on Use of Land in Easement: Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the Town's use of the Easement or place the Town's improvements and any appurtenances at risk of damage. Any other utilities placed within the Easement (i.e., natural gas, telephone, cable, water, electric, etc.) shall only be placed with the Town's prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the Town's utility facilities or so close thereto as to interfere with or impair the Town's access, construction, replacement, and maintenance of the utility facilities within said Easement.
- 5. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.
- 6. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Administrator

GRANT OF UTILITY EASEMENT ACCEPTED:

By: Town of Palmer Lake

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

## EXHIBIT A

### GRANTOR'S PROPERTY

Those parcels of land as described under Reception No. 221139680 of the records of El Paso County, Colorado, said parcels being located in the southeast quarter of Section 5 and the northeast quarter of Section 8, Township 11 South, Range 67 West of the Sixth Principal Meridian, said El Paso County, Colorado.

**EXHIBIT B**

## EASEMENT AREA

## LAND DESCRIPTION FOR WATER LINE EASEMENT

DATE OF PREPARATION: OCTOBER 31, 2022

PREPARED BY: GMS, INC., CONSULTING ENGINEERS

A 20.00-foot-wide water line easement over, under and across those parcels of land as described under Reception No. 221139680 of the records of El Paso County, Colorado, said parcels being located in the southeast quarter of Section 5 and the northeast quarter of Section 8, Township 11 South, Range 67 West of the Sixth Principal Meridian, said El Paso County, Colorado., said 20.00-foot-wide water line easement being more particularly described as follows:

Commencing at the southeast corner of said Section 5;

thence N23°16'41"W (said bearing and all others used in this easement description are relative to the east line of the northeast quarter of said northeast quarter of Section 8, which is assumed to bear S01°34'31"E, with the northeast corner of said Section 8 being monumented with a 2-1/2 inch aluminum cap stamped PLS 23875 and the southeast corner of said northeast quarter of the northeast quarter being monumented with a yellow plastic cap stamped CORNERSTONE PLS 23875), a distance of 244.31 feet to the Point of Beginning;

thence S18°41'59"W, a distance of 576.62 feet;

thence S30°43'20"W, a distance of 491.14 feet, more or less, to the Point of Termination, said point being the center line of Monument Creek.

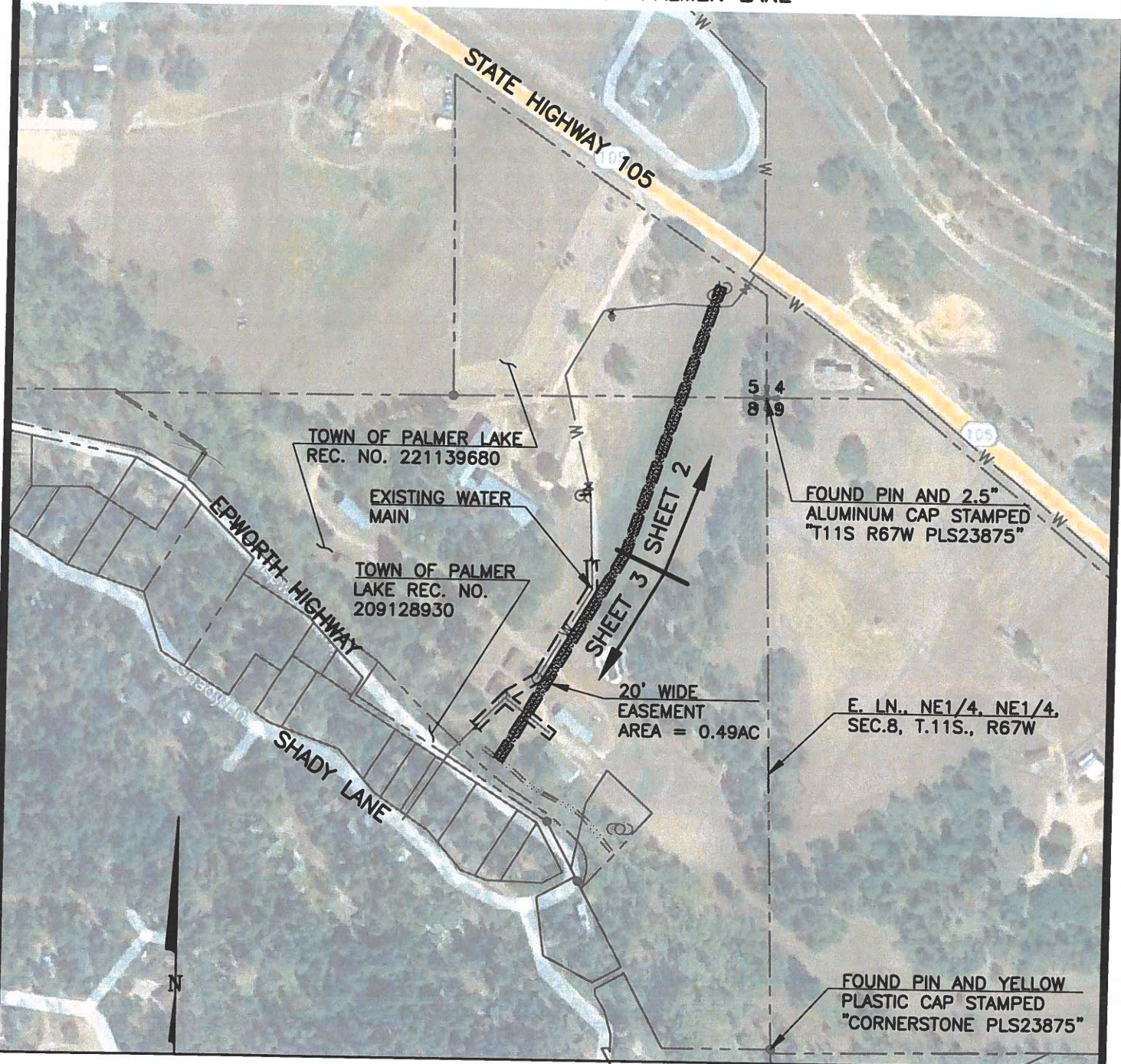
The above-described 20.00-foot-wide water line easement contains approximately 0.49 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or is now existing across said described parcel of land.

David R. Frisch, P.L.S.  
Colorado Professional Land Surveyor No. 22095  
for and on behalf of  
GMS, Inc., Consulting Engineers  
611 North Weber Street, Suite 300  
Colorado Springs, CO 80903

# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE



SCALE: 1" = 300'

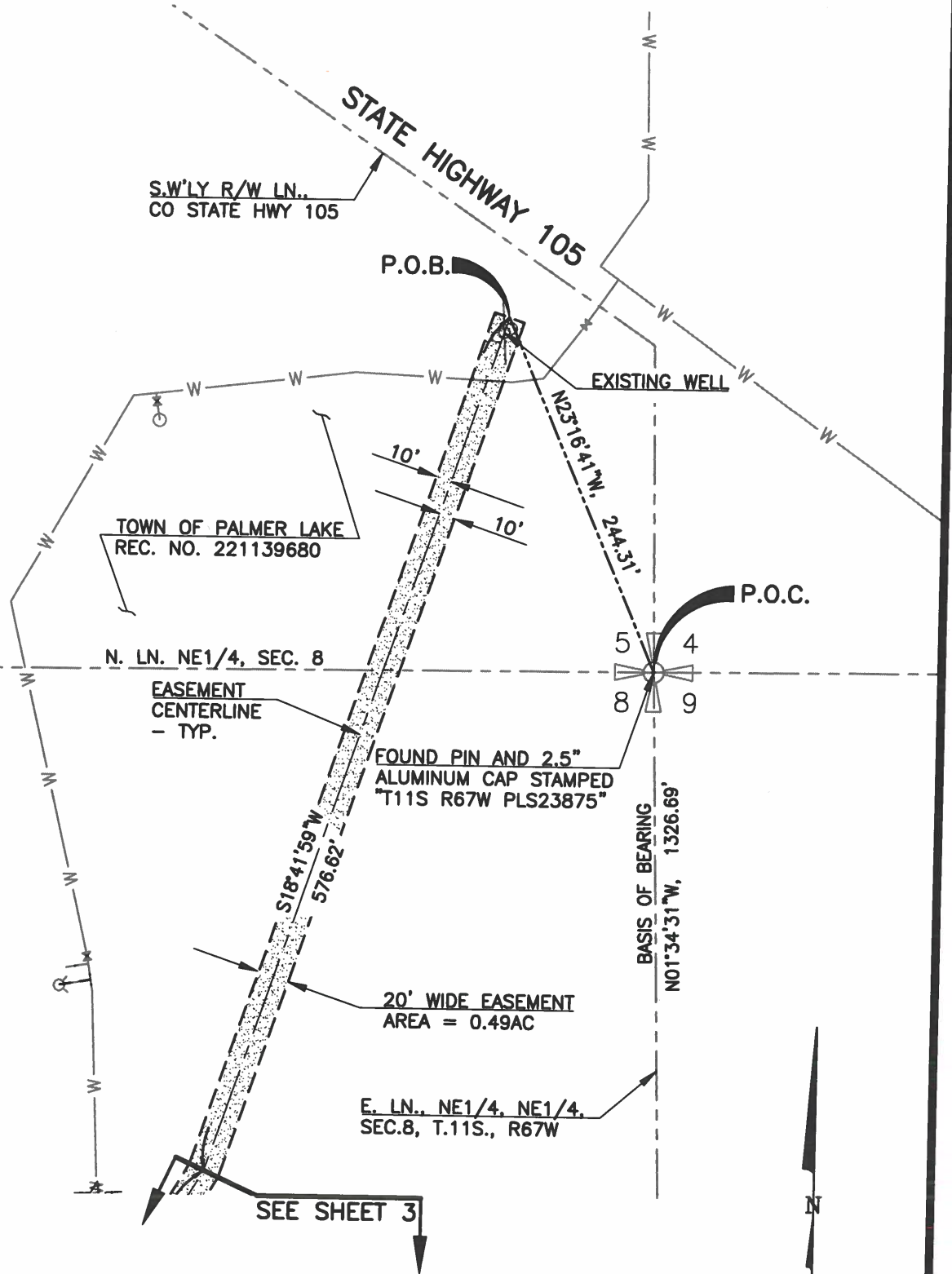
GMS, INC.  
PROJECT NO. 17071.116  
OCTOBER 2022  
DRAWN: SKC  
G:\PALMERLK\17071\116\000

I:\PALMERLK\17071\116\000\17071000 Well Line Esmt.dwg, 8.5x11, 1/11/2022 3:59:12 PM, sc, DWG To PDF.pc3, 1:1

# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE



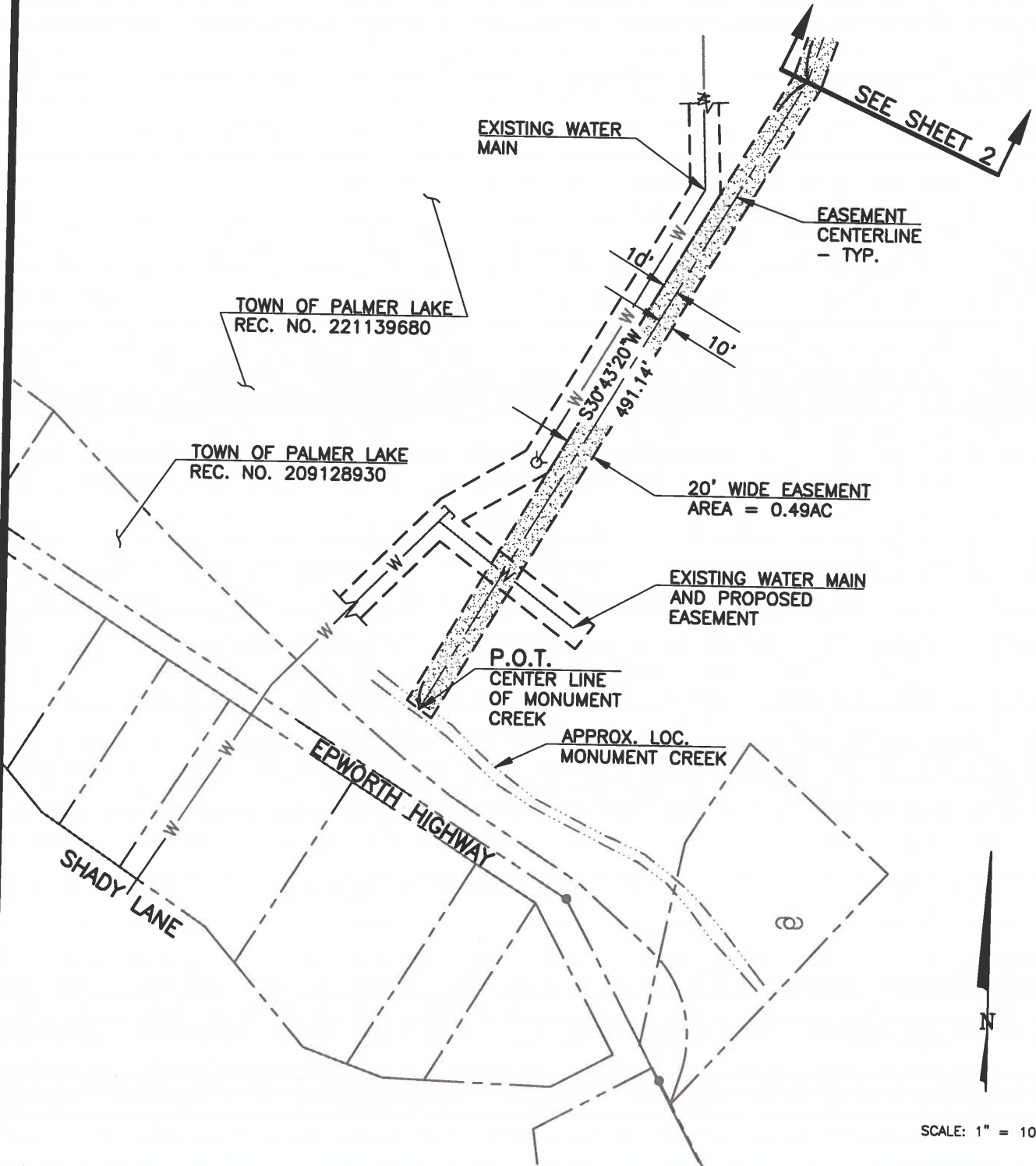
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**GMS, INC.**  
PROJECT NO. 17071.116  
OCTOBER 2022  
DRAWN: SKC  
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# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE



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**GMS, INC.**  
PROJECT NO. 17071.116  
OCTOBER 2022  
DRAWN: SKC  
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**GRANT OF UTILITY EASEMENT**

This Agreement for granting of a Utility Easement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between:

Name: TOWN PALMER LAKE aka TOWN OF PALMER LAKE

Address: 42 Valley Crescent, P.O. Box 208

Palmer Lake, CO 80133

hereinafter referred to as "Grantor"

and the **TOWN OF PALMER LAKE**, 42 Valley Crescent, P.O. Box 208, Palmer Lake, CO 80133, hereinafter referred to as the "Town".

**RECITALS**

- A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").
- B. The Town wants to acquire an easement across Grantor's Property for purposes of a water line easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Town, its successors and assigns, a perpetual nonexclusive easement over, under, across, above and through the Grantor's Property ("Easement"), the description, location and dimensions of the Easement being set forth in Exhibit B attached hereto. A sketch depicting the location of the Easement is attached hereto as Exhibit C and incorporated by this reference.
2. Purpose of Easement. The Easement to the Town shall be for the purposes of construction, replacement, improvement, repair, removal, maintenance and operation of water line facilities, including but not limited to pipes, fittings, fire hydrants, valves, wells, manholes, fixtures, water distribution lines and mains, appurtenances and attachments, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.
3. Use of Easement by Grantor. No building, structure, trees, shrubs, fences, other improvements, or landscaping other than a lawn, shall be placed or constructed on or within said Easement by the Grantor without the Town's prior express written consent. The Town shall have the right to remove all obstructions or improvements from the Easement which interfere with the use and enjoyment of the Easement, without liability to Grantor. The Town agrees that if it is required to disturb the surface of the Easement for construction, maintenance or operation of the utility

facilities, it will use reasonable efforts to restore the surface to the pre-disturbance condition.

- 4. Restriction on Use of Land in Easement: Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the Town's use of the Easement or place the Town's improvements and any appurtenances at risk of damage. Any other utilities placed within the Easement (i.e., natural gas, telephone, cable, water, electric, etc.) shall only be placed with the Town's prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the Town's utility facilities or so close thereto as to interfere with or impair the Town's access, construction, replacement, and maintenance of the utility facilities within said Easement.
- 5. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.
- 6. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Administrator

GRANT OF UTILITY EASEMENT ACCEPTED:

By: Town of Palmer Lake

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

## EXHIBIT A

### GRANTOR'S PROPERTY

Those parcels of land as described under Reception No. 221139680 and Reception No. 209128930, all in the records of El Paso County, Colorado, said parcels being located in the southeast quarter of Section 5 and the northeast quarter of Section 8, Township 11 South, Range 67 West of the Sixth Principal Meridian, said El Paso County, Colorado.

## EXHIBIT B

### EASEMENT AREA

#### LAND DESCRIPTION FOR UTILITY EASEMENT

DATE OF PREPARATION: OCTOBER 28, 2022

PREPARED BY: GMS, INC., CONSULTING ENGINEERS

A variable width utility easement over, under and across those parcels of land as described under Reception No. 221139680 and Reception No. 209128930, all in the records of El Paso County, Colorado, said parcels being located in the southeast quarter of Section 5 and the northeast quarter of Section 8, Township 11 South, Range 67 West of the Sixth Principal Meridian, said El Paso County, Colorado, said variable width utility easement being more particularly described as follows:

Commencing at the southeast corner of said Section 5;

thence N07°51'03"W, (said bearing and all others used in this easement description are relative to the east line of the northeast quarter of said northeast quarter of Section 8 which is assumed to bear S01°34'31"E, with the northeast corner of said Section 8 being monumented with a 2-1/2 inch aluminum cap stamped PLS 23875 and the southeast corner of said northeast quarter of the northeast quarter being monumented with a yellow plastic cap stamped CORNERSTONE PLS 23875), a distance of 229.19 feet to the Point of Beginning, said point being on the north line of said parcel of land as described under Reception No. 221139680, said point also being on the southwesterly right-of-way line of Colorado State Highway 105;

thence S36°37'29"W, a distance of 62.59 feet;

thence S82°18'16"W, a distance of 25.12 feet;

thence N87°17'43"W, a distance of 100.01 feet;

thence S83°17'58"W, a distance of 137.51 feet;

thence S29°52'21"W, a distance of 143.54 feet;

thence S13°15'41"E, a distance of 227.84 feet;

thence S02°16'03"E, a distance of 190.00 feet;

thence S30°43'20"W, a distance of 218.60 feet;

thence S59°49'04"W, a distance of 65.36 feet;

thence S52°43'21"E, a distance of 112.69 feet;

thence S37°16'39"W, a distance of 20.00 feet;

thence N52°43'21"W, a distance of 116.13 feet;

thence S44°54'16"W, a distance of 146.42 feet;

thence S33°37'14"W, distance of 9.16 feet to a point on the northeasterly right-of-way line of Epworth Highway as platted in PINE-CREST TRI-DISTRICT ASSEMBLY GROUNDS ADDITION NO. 1 as recorded in Plat Book R at Page 22 and 23 of said records;

thence N57°37'04"W, along said northeasterly right-of-way line thereof, a distance of 20.00 feet;

thence N33°37'14"E, a distance of 11.57 feet;

thence N44°54'16"E, a distance of 168.45 feet;

thence N59°49'04"E, a distance of 65.73 feet;

thence N30°43'20"E, a distance of 207.49 feet;

thence N02°16'03"W, a distance of 179.46 feet;

thence S80°39'46"W, a distance of 19.86 feet;

thence N09°20'14"W, a distance of 20.00 feet;

thence N80°39'46"E, a distance of 20.27 feet;

thence N09°20'14"W, a distance of 4.99 feet;

thence N13°15'41"W, a distance of 235.06 feet;

thence N29°52'21"E, a distance of 161.51 feet;

thence N83°17'58"E, a distance of 149.22 feet;

thence S87°17'43"E, a distance of 99.83 feet;

thence N82°18'16"E, a distance of 14.88 feet;

thence N36°37'29"E, a distance of 53.33 feet to a point on said southwesterly right-of-way line of Colorado State Highway 105;

thence S55°45'52"E, along said southwesterly right-of-way line thereof, a distance of 20.02 feet, more or less, to the Point of Beginning.

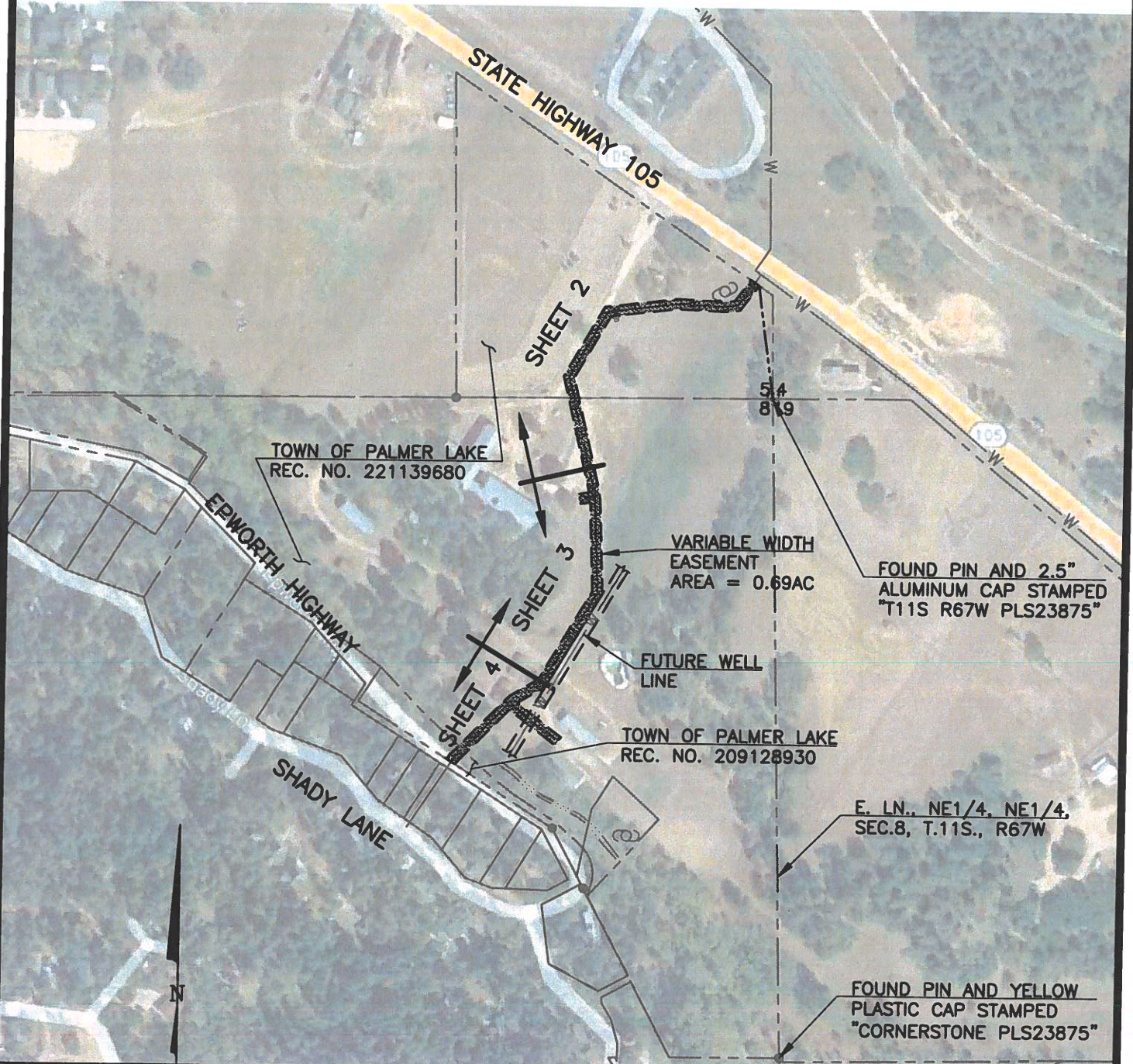
The above-described variable width utility easement contains approximately 0.69 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said described parcel of land.

David R. Frisch, P.L.S.  
Colorado Professional Land Surveyor No. 22095  
for and on behalf of  
GMS, Inc., Consulting Engineers  
611 North Weber Street, Suite 300  
Colorado Springs, CO 80903

# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE



SCALE: 1" = 300'

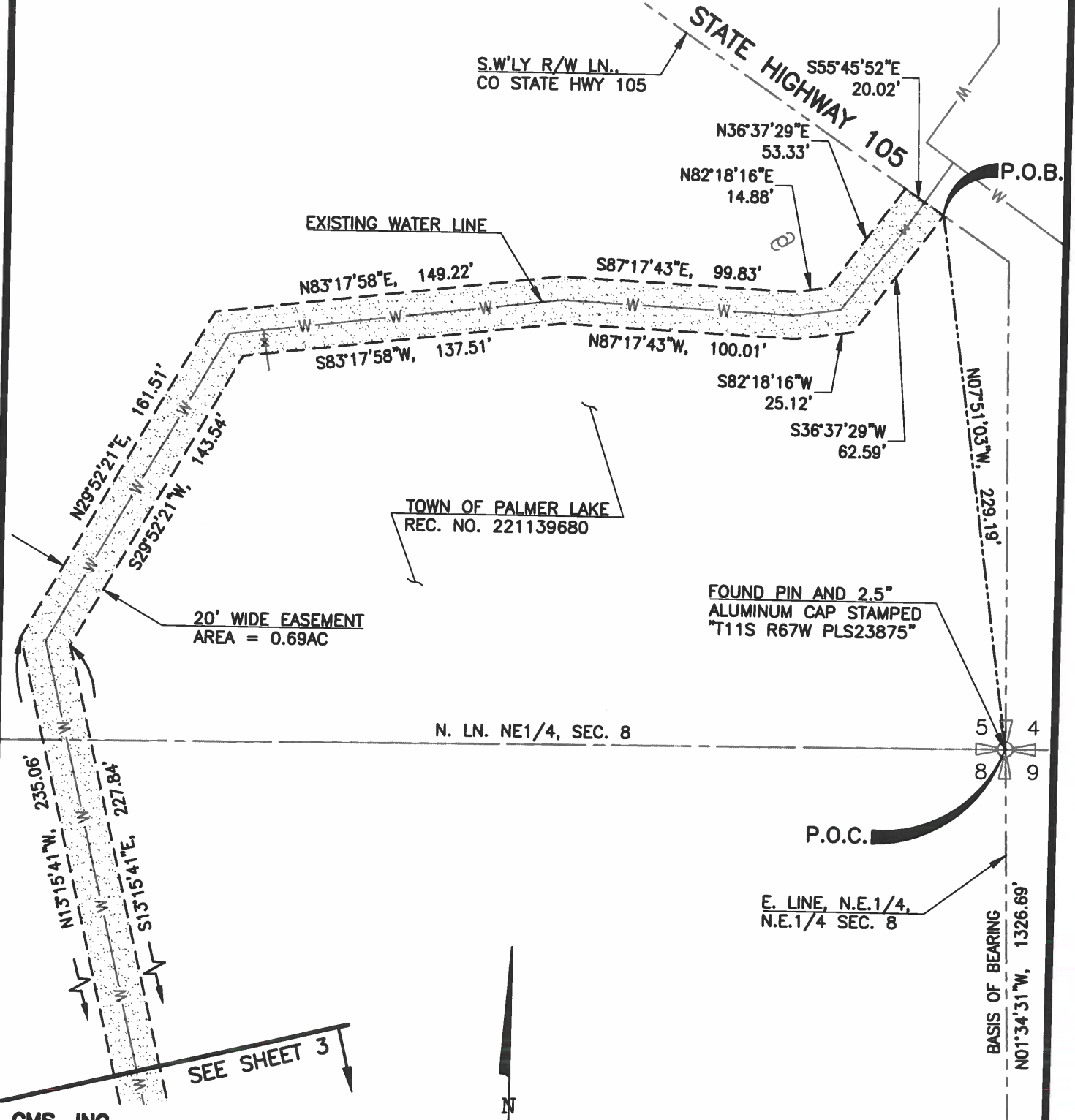
GMS, INC.  
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# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE



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**GMS, INC.**  
PROJECT NO. 17071.116  
OCTOBER 2022  
DRAWN: SKC  
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SCALE: 1" = 60'

# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE

SEE SHEET 2

N09°20'14"W  
4.99'  
N80°39'46"E  
20.27'

N09°20'14"W  
20.00'

S80°39'46"W  
19.86'

TOWN OF PALMER LAKE  
REC. NO. 221139680

N02°16'03"W, 179.46'

S02°16'03"E, 190.00'

20' WIDE EASEMENT  
AREA = 0.69AC

EXISTING WATER LINE

FUTURE WELL LINE

N30°43'20"E, 207.49'

W-S30°43'20"W, 218.60'

N59°49'04"E  
65.73'

SEE SHEET 4



SCALE: 1" = 60'

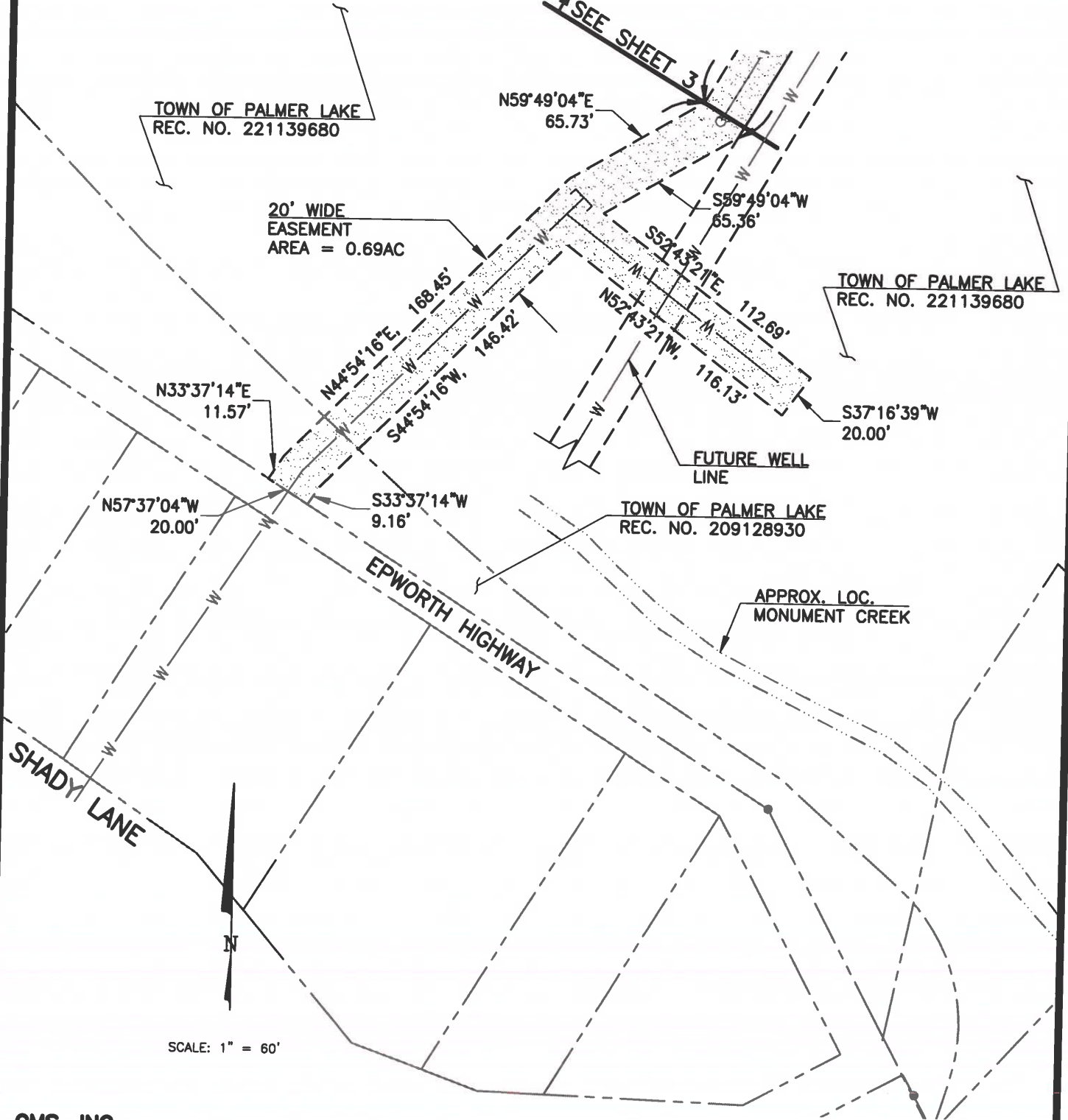
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# EXHIBIT C EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE  
GRANTEE: TOWN OF PALMER LAKE



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