

RESOLUTION

A RESOLUTION APPROVING AN ACCESS EASEMENT AND BOUNDARY LINE AGREEMENT BETWEEN THE CITY AND THE ALEXANDER RUSCH AND BENITA MARIE RUSCH REVOCABLE TRUST.

WHEREAS, City Charter Section 4.22, requires that City Council pass a resolution by majority vote to sell or otherwise dispose of City property; and

WHEREAS, the City owns a farm in Weld County known as Farm 92-3 (Farm). The Farm is located in Township 7 North, Range 65 West of the Sixth Principal Meridian in Weld County; and

WHEREAS, the Alexander Rusch and Benita Marie Rusch Revocable Trust (Rusch) owns property (Rusch Property) known as 41475 County Road 45, Township 7 North, Range 65 West of the Sixth Principal Meridian in Weld County; and

WHEREAS, the City desires to grant an Access Easement (Easement) and Boundary Line Agreement (Agreement) on the Farm to Rusch for the purpose of granting access and establishing a new boundary line between the Farm and the Rusch Property; and


WHEREAS, the subject Easement and Agreement are attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the granting of the Easement and Agreement in exchange for compensation of \$10,000 is hereby approved in accordance with City Charter Section 4.22.
2. That the City Manager is hereby authorized to execute, and the City Clerk to attest, said Easement and Agreement along with any associated exhibits, attachments, and other documents to facilitate granting the Easement and Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on September 13, 2022.

CITY OF THORNTON, COLORADO



Jan Kulmann, Mayor

ATTEST:



Kristen N. Rosenbaum, City Clerk

ACCESS EASEMENT

THIS ACCESS EASEMENT, is made this 13 day of September, 2022, by and between the City of Thornton, a Colorado home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantor") and The Alexander Rusch and Benita Marie Rusch Revocable Trust with a legal address of 41475 County Road 45, Ault, CO 80610 ("Grantee"), Grantor and Grantee may be individually referred to as a "Party" and collectively referred to herein as "Parties."

WITNESSETH

1. That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, and of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, an Access Easement ("Access Easement") through, to, in, on, over, across and along property owned by Grantor as described and depicted on the map by hash marks as "Limits of Access Easement (Maximum 20' Width)" in **Exhibit AE-1** attached hereto and incorporated herein by this reference solely to allow Grantee ingress and egress by foot, vehicles or trucks ("Uses") to access Grantee's irrigation well and irrigation ponds at the northwest corner of Grantee's property for agricultural purposes. The maximum width of the Access Easement is twenty-feet (20'). No other uses of the Access Easement are permitted.

2. Grantor reserves the right to use the Access Easement for its own purposes, including access, except that Grantor shall not for itself or through other persons or entities, erect or construct any building or other structure, or drill or operate any well, or construct any obstruction, on, over or in the Access Easement, which interferes with Grantee's rights and privileges granted herein.

3. Grantee shall have the right to maintain the surface of the Access Easement at its own cost to allow for the Uses set forth herein. Grantee agrees that it will not pave or gravel the Access Easement.

4. In the event any of the terms of this Access Easement are violated by Grantee or by any person in privity with Grantee, such violation shall be immediately corrected and eliminated upon receipt of notice from Grantor, and if not corrected, Grantor shall have the right to correct and eliminate such violation, and Grantee, its successors and assigns, shall promptly pay the costs to correct said violation including, but not limited to, Grantor's reasonable attorneys' fees. If such violation is not corrected, Grantor shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. Grantor reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise associated with or caused by the use of this Access Easement.

5. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents or employees.

6. Grantee takes this Access Easement subject to any and all easements, liens and other encumbrances of record.

7. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assignees.

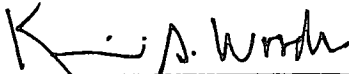
8. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as Grantor, and the covenants and promises herein above made as Grantee.

9. The Parties agree that this Access Easement shall be recorded by Grantee, at Grantee's sole cost and expense, in the office of the County Clerk and Recorder's Office of Weld County, Colorado.

IN WITNESS WHEREOF, the Parties hereto have executed this Access Easement effective as of the date first written above.

GRANTOR:

CITY OF THORNTON, COLORADO, a Colorado home rule municipality



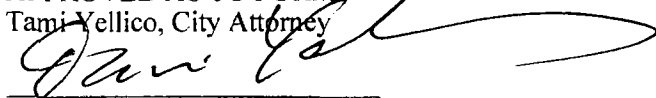
Kevin S. Woods, City Manager

ATTEST:



Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Tami Yellico, City Attorney


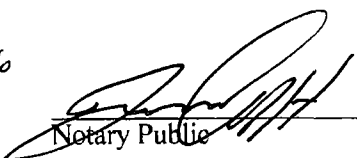
City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

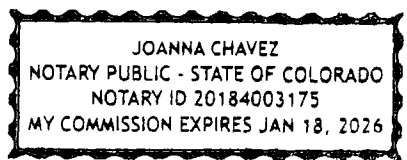
Subscribed and acknowledged before me this 21 day of September, 2022,
by Kevin S. Woods, City Manager, City of Thornton.

WITNESS my hand and official seal.

My commission expires: January 18, 2026

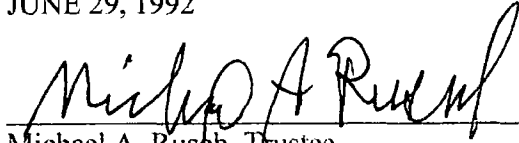


Notary Public



GRANTEE:

THE ALEXANDER RUSCH AND BENITA
MARIE RUSCH REVOCABLE TRUST DATED
JUNE 29, 1992



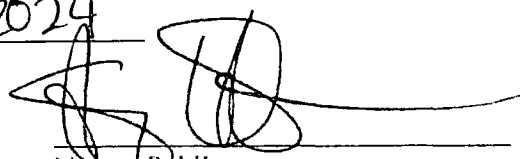
Michael A. Rusch, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

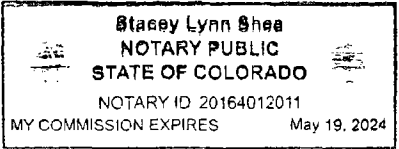
Subscribed and sworn to before me this 5th day of April, 2022, by Michael A. Rusch as
Trustee of The Alexander Rusch and Benita Marie Rusch Revocable Trust Dated June 29, 1992.

WITNESS my hand and official seal.

My commission expires: May 19, 2024

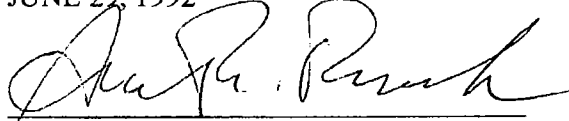


Notary Public



GRANTEE:

THE ALEXANDER RUSCH AND BENITA
MARIE RUSCH REVOCABLE TRUST DATED
JUNE 29, 1992



Alec R. Rusch, Co-Trustee

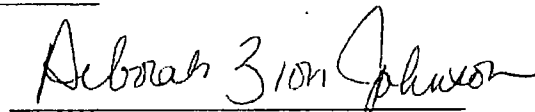
STATE OF COLORADO)
COUNTY OF Weld) ss.

Subscribed and sworn to before me this 14th day of April, 2021, by Alec R. Rusch as Co-Trustee of The Alexander Rusch and Benita Marie Rusch Revocable Trust Dated June 29, 1992.

WITNESS my hand and official seal.

My commission expires: 6-9-2024

DEBORAH ZION JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204020173
MY COMMISSION EXPIRES JUNE 9, 2024


Notary Public

GRANTEE:

THE ALEXANDER RUSCH AND BENITA
MARIE RUSCH REVOCABLE TRUST DATED
JUNE 29, 1992

Janet M. Gardner
Janet M. Gardner, Co-Trustee

STATE OF COLORADO)
) ss.
COUNTY OF Las Animas)

Subscribed and sworn to before me this 20 day of May, ²⁰²²2021, by Janet M. Gardner as
Co-Trustee of The Alexander Rusch and Benita Marie Rusch Revocable Trust Dated June 29,
1992.

WITNESS my hand and official seal.

My commission expires: 11/10/2024

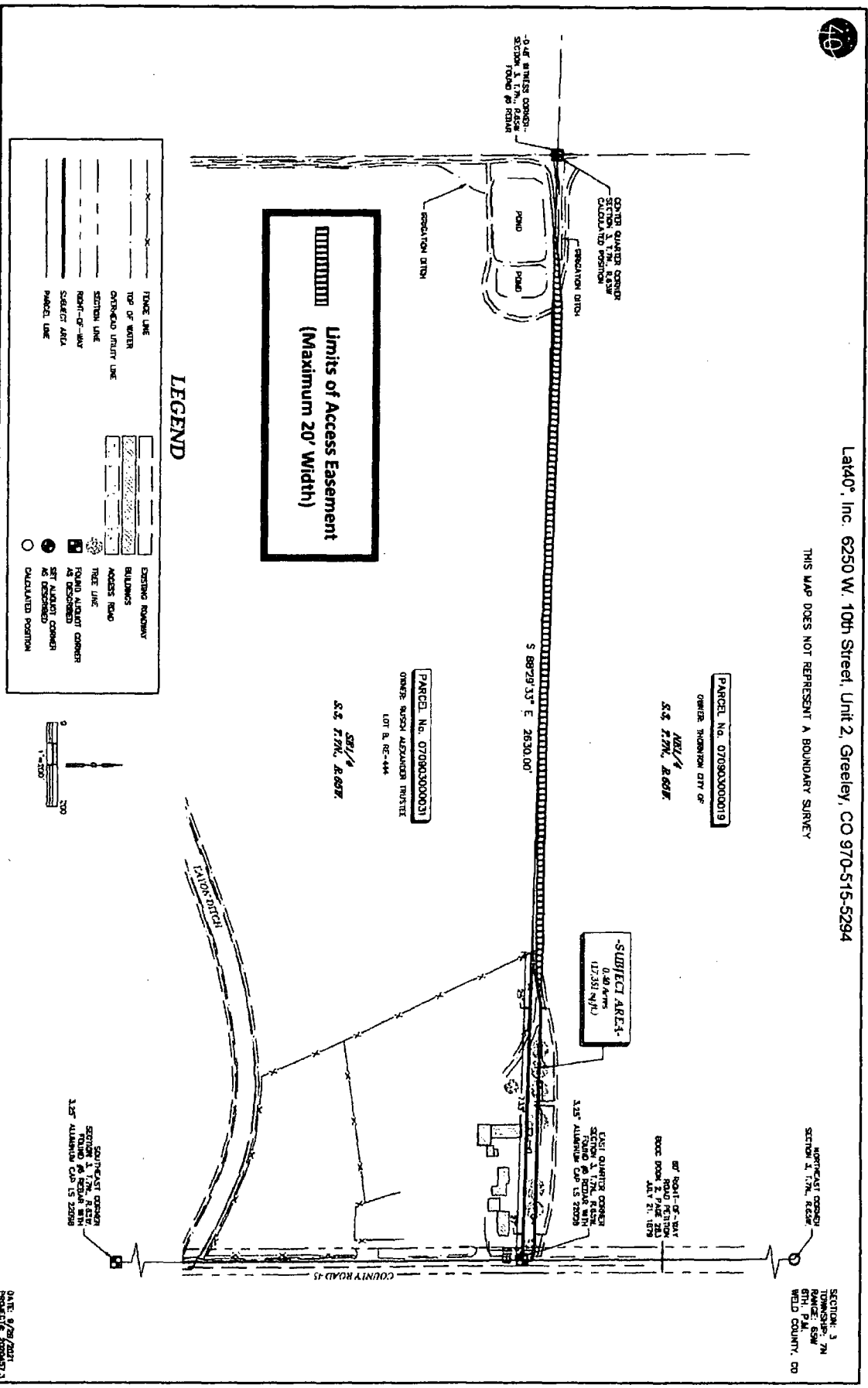
Sarah A. Martinez
Notary Public

SARAH A. MARTINEZ
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20084039001
My Commission Expires 11/10/2024

Exhibit AE-1 To Access Easement

Lat40°, Inc. 6250 W. 10th Street, Unit 2, Greeley, CO 970-515-5294

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY



PARCEL No. 070903000019

OWNER: THOMPSON CITY OF
MAY 14
S.S. T.27N., R.68W.

S 89°29'33" E 2630.00'

PARCEL No. 070903000021
OWNER: SUSAN ALEXANDER TRUSTEE
LOT 2, RC-444

S87°14'
S.S. T.27N., R.68W.

SUBJECT AREA
0.34 Acres
(15,381 S.F.)

87' ROAD WIDTH
ROAD WIDTH
EASE POOL
AT 21' 1879

EAST QUARTER CORNER
FOUND BY REBAR WITH
1.57° ALIQUOT CORNER
COP. IS 2289

SOUTHEAST CORNER
FOUND BY REBAR WITH
1.57° ALIQUOT CORNER
COP. IS 2289

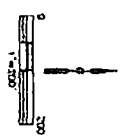
SECTION: 3
TOWNSHIP: 7N
RANGE: 68W
WELD COUNTY, CO

DATE: 9/29/2011
PROJECT: 20080173

LEGEND

	FENCE LINE		EXISTING ROADWAY
	TOP OF WATER		BUILDINGS
	OPENED UTILITY LINE		ACCESS ROAD
	SECTION LINE		TREE LINE
	ROAD-OF-WAY		FOUND ALIQUOT CORNER AS DESCRIBED
	SCATTER AREA		SET ALIQUOT CORNER AS DESCRIBED
	PARCEL LINE		CALCULATED POSITION

Limits of Access Easement
(Maximum 20' Width)



BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is made this 13 day of September, 2022, by and among The Alexander Rusch and Benita Marie Rusch Revocable Trust, with a legal address of 41475 County Road 45, Ault, CO 80610 ("Rusch"), and the CITY OF THORNTON, a home rule municipality of the State of Colorado, whose legal address is 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton").

RECITALS

A. Rusch is the owner of certain real property located in the County of Weld, State of Colorado, described in Exhibit A attached hereto and incorporated herein by reference ("Rusch Property").

B. Thornton is the owner of certain real property located in the County of Weld, State of Colorado, described in Exhibit B attached hereto and incorporated herein by reference ("Thornton Property").

C. The Rusch Property and Thornton Property share a common boundary line between the two properties. Generally, the northern boundary of the Rusch Property is part of the southern boundary of the Thornton Property.

D. The location of a portion of the common boundary line between the Rusch Property and the Thornton Property and use of a portion of a road on the Thornton Property is in dispute.

E. Pursuant to C.R.S. § 38-44-112, any uncertain line or boundary may be determined and permanently established by written agreement of all parties thereby affected, signed and acknowledged by each, and accompanied by a map or plat thereof which shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors, and assigns.

F. The parties wish to permanently establish the boundary line between the Rusch Property and the Thornton Property to avoid future uncertainty.

G. The parties wish to agree to non-use of a portion of a road on the Thornton Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

AGREEMENT

1. DESIGNATION OF COMMON BOUNDARY. The parties hereby agree that the permanent common boundary between the Rusch Property and the Thornton Property is depicted and described on the map in Exhibit C, attached hereto and incorporated herein by reference, that

such boundary is considered effective as of the date first written above and that it is binding upon each of the parties heirs, successors, and assigns.

2. COMPENSATION AMOUNT TO THORNTON. Rusch hereby agrees to pay to Thornton the amount of Ten Thousand Dollars no cents (\$10,000.00) in consideration for this Agreement payable upon execution by Rusch.

3. CONVEYANCE TO THORNTON. Rusch hereby remises, releases, conveys and quit claims, unto Thornton, its successors and assigns forever, all of the right, title, interest, claim and demand, including mineral interests and improvements thereon, which Rusch may have, if any, in and to that certain real property which lies to the north of the common boundary line depicted and described on the map in Exhibit C.

4. CONVEYANCE TO Rusch. Thornton hereby remises, releases, conveys and quit claims, unto Rusch, its successors and assigns forever, all of the right, title, interest, claim and demand, including mineral interests and improvements thereon, which Thornton may have, if any, in and to that certain real property which lies to the south of the common boundary line depicted and described on the map in Exhibit C.

5. NON-USE OF A PORTION OF A ROAD ON THORNTON PROPERTY. Rusch agrees that it, its heirs, successors, assigns including any person or entity taking any portion of the Rusch property described in Exhibit A by or through Rusch has no right to use and will not use or allow anyone under its authority or control ("Bound Parties) to use the portion of the road depicted on the map by hash marks as "Portion of Access Road for City of Thornton Use Only" in Exhibit D, attached hereto and incorporated herein by reference. Rusch agrees that the Bound Parties shall be liable for trespass if any Bound Party uses or enters upon that portion of the road.

6. WELD COUNTY LOT LINE ADJUSTMENT APPLICATION. Thornton agrees, at no cost to Thornton with all costs associated with the Lot Line Adjustment process to be paid by Rusch, to timely execute and deliver to Rusch all such documents and applications, and take such other actions as may be reasonably necessary for the completion, filing, approval, and recording of a Lot Line Adjustment pursuant to Article X of Chapter 24 of the Weld County Code.

7. MISCELLANEOUS PROVISIONS.

(a) Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, and communications, whether written or oral, among the parties with respect to the subject matter of this Agreement. All other rights with respect to the parties' described real property, or otherwise, not specifically addressed herein are hereby reserved.

(b) Binding Effect. This Agreement and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, assigns and the Bound Parties as described above.

(c) Covenant Running with the Land. The terms and conditions of this Agreement shall be deemed covenants running with the land.

(d) Governing Law and Venue. This Agreement is made and entered into in the State of Colorado, and all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the substantive laws and procedural rules of the State of Colorado.

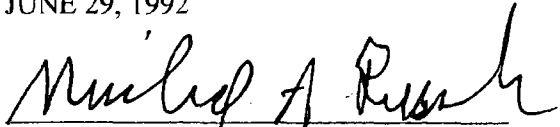
(e) Counterparts. This Agreement may be executed in two or more counterparts and each such counterpart shall be deemed to be an original instrument for all purposes, but all such counterparts together shall constitute one instrument.

(f) Recording of Agreement. The parties mutually agree that this Boundary Line Agreement shall be recorded by Rusch, at its sole cost and expense, in the Office of the Clerk and Recorder of Weld County, Colorado.

(g) Warranty of Authority. The signatories below declare, warrant and represent that they are duly authorized and have the legal capacity to enter into this Agreement on behalf of the party that they represent.

IN WITNESS WHEREOF, the parties have executed this Boundary Line Agreement effective on the date set forth above.

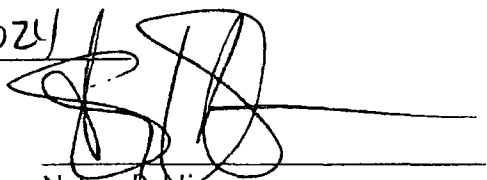
THE ALEXANDER RUSCH AND BENITA MARIE RUSCH REVOCABLE TRUST DATED JUNE 29, 1992

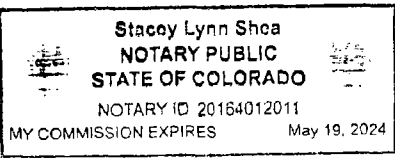

Michael A. Rusch, Trustee

STATE OF COLORADO)
COUNTY OF LARIMER) ss.


Subscribed and sworn to before me this 5th day of April, 2022, by Michael A. Rusch as Trustee of The Alexander Rusch and Benita Marie Rusch Revocable Trust Dated June 29, 1992.

WITNESS my hand and official seal.

My commission expires: May 19, 2024

Notary Public



THE ALEXANDER RUSCH AND BENITA
MARIE RUSCH REVOCABLE TRUST DATED
JUNE 29, 1992


Alec R. Rusch, Co-Trustee

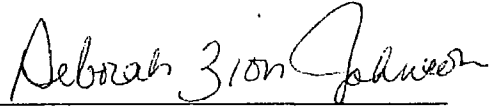
STATE OF COLORADO)
) ss.
COUNTY OF Weld)

Subscribed and sworn to before me this 14th day of April, 2021, by Alec R. Rusch as Co-Trustee of The Alexander Rusch and Benita Marie Rusch Revocable Trust Dated June 29, 1992.

WITNESS my hand and official seal.

My commission expires: 6-9-2024

DEBORAH ZION JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204020173
MY COMMISSION EXPIRES JUNE 9, 2024


Notary Public

CITY OF THORNTON, COLORADO

K. S. Woods
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

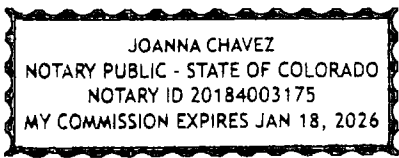
Tami Yellico
City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

Subscribed and acknowledged before me this 21 day of September, 2022, by Kevin S. Woods, as City Manager of the City of Thornton, a home rule municipality of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: January 18, 2026



[Signature]
Notary Public

EXHIBIT A
TO BOUNDARY LINE AGREEMENT
LEGAL DESCRIPTION OF THE RUSCH PROPERTY
(See Attached)

EXHIBIT A

Exhibit A

Part of the Southeast $\frac{1}{4}$, Section 3, Township 7 North, Range 65 West, of the 6th P.M. being Lot B, Recorded Exemption RE 444

Weld County Parcel Number: 070903000031

AKA: 41475 County Road 45

EXHIBIT B
TO BOUNDARY LINE AGREEMENT
DESCRIPTION OF THE THORNTON PROPERTY
(See attached)

EXHIBIT B

Exhibit B

**Northeast ¼, Section 3, Township 7 North, Range 65 West, of the 6th P.M., Except the UPRR
Reservation**

Weld County Parcel Number: 070903000019

AKA: 21642 County Road 86, Ault, CO 80610 .

EXHIBIT C
TO BOUNDARY LINE AGREEMENT
MAP OF COMMON BOUNDARY LINE
(See attached)

EXHIBIT C

Lat40°, Inc. 6250 W. 10th Street, Unit 2, Greeley, CO 970-515-6294

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

EXHIBIT "C"

SECTION: 3
TOWNSHIP: 7N
RANGE: 65W
6TH P.M.
WELD COUNTY, CO

PARCEL NO. 0709030000719

OWNER: THORNTON CITY OF

NE 1/4
S. 3 T. 2N., R. 65W.

SUBJECT AREA
0.60 Acres
(17,351 sq ft)

60' RIGHT-OF-WAY
BROOK BOOK 2 PAGE 228
JULY 27, 1979

EAST QUARTER CORNER
SECTION 3, T. 7N., R. 65W.
1.25" ALUMINUM CAP 15 22090

S 88°29'13" E 2830.00'

PARCEL NO. 070903000031
OWNER: RUSCH ALEXANDER TRUSTEE
LOT B, RC-444

NE 1/4
S. 3 T. 2N., R. 65W.



0-4/8" IRON PIPE CORNER
SECTION FOUND IN REBAR

CENTER QUARTER CORNER
CALCULATED POSITION

IRRIGATION DITCH

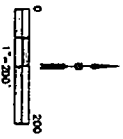
IRRIGATION DITCH

SUBJECT TO ACCESS EASEMENT

EATON DITCH

COUNTY ROAD 45

SOUTHEAST CORNER
SECTION 3, T. 7N., R. 65W.
FOUND IN REBAR WITH
1.25" ALUMINUM CAP 15 22088



LEGEND

	FENCE LINE
	TOP OF WATER
	OVERHEAD UTILITY LINE
	SECTION LINE
	RIGHT-OF-WAY
	SUBJECT AREA
	PARCEL LINE
	BUILDINGS
	TREE LINE
	FOUND MONUMENT CORNER AS DESCRIBED
	SET MONUMENT CORNER AS DESCRIBED
	CALCULATED POSITION

DATE: 2/19/2022
PROJECT: 220547.1

EXHIBIT D
TO BOUNDARY LINE AGREEMENT
MAP OF THORNTON-OWNED ACCESS ROAD
(See attached)

EXHIBIT D

Exhibit D (Thornton Access Road)

SECTION: 3
TOWNSHIP: 7N
RANGE: 65W
6TH. P.M.
WELD COUNTY, CO

NORTHEAST CORNER
SECTION 3, T.7N., R.65W.

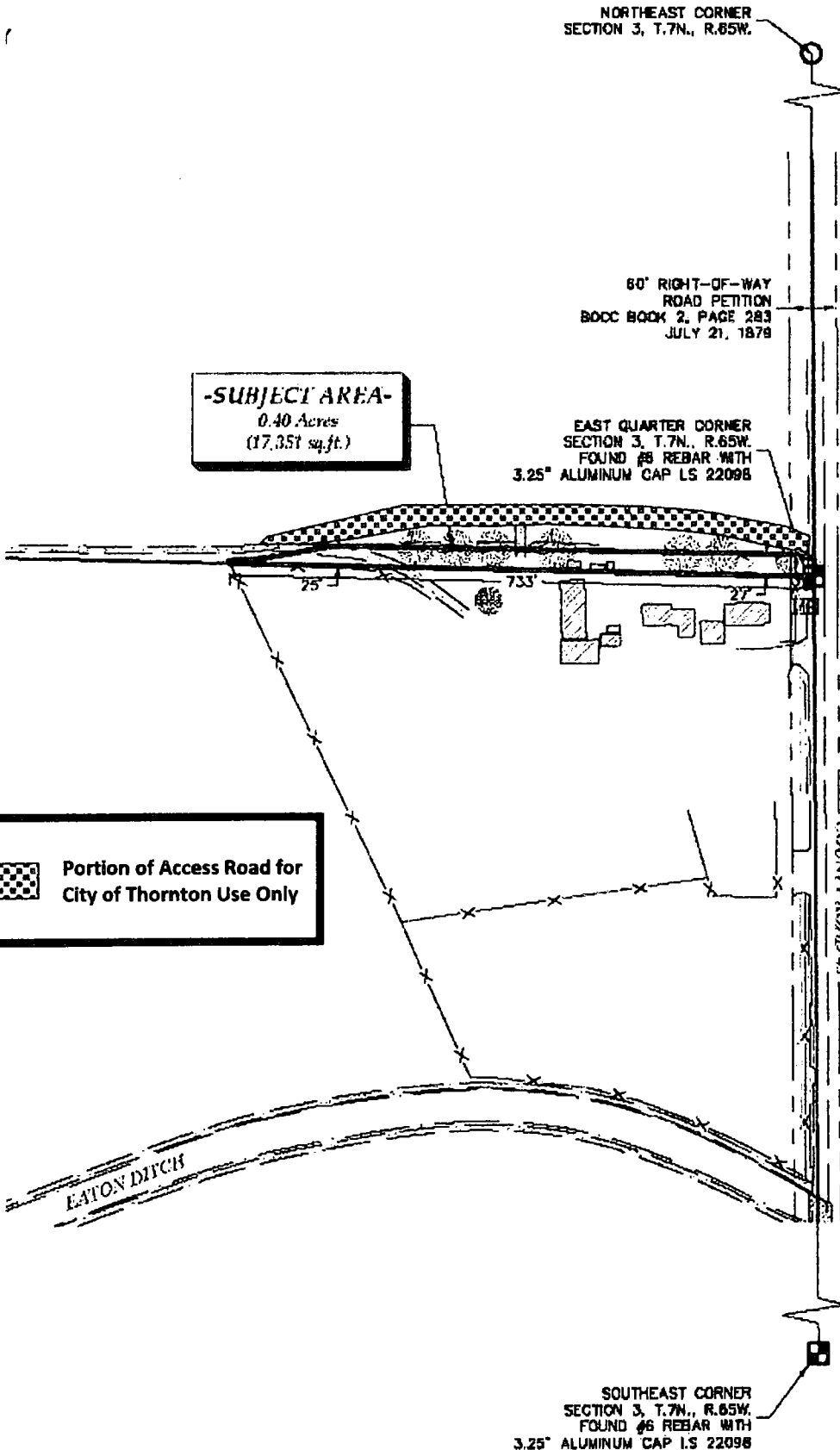
60' RIGHT-OF-WAY
ROAD PETITION
BOCC BOOK 2, PAGE 283
JULY 21, 1878

-SUBJECT AREA-
0.40 Acres
(17,357 sq.ft.)

EAST QUARTER CORNER
SECTION 3, T.7N., R.65W.
FOUND #6 REBAR WITH
3.25" ALUMINUM CAP LS 22098



Portion of Access Road for
City of Thornton Use Only



SOUTHEAST CORNER
SECTION 3, T.7N., R.65W.
FOUND #6 REBAR WITH
3.25" ALUMINUM CAP LS 22098

LOT LINE ADJUSTMENT (LLA) APPLICATION

FOR PLANNING DEPARTMENT USE:	DATE RECEIVED: _____
AMOUNT \$ _____	CASE # ASSIGNED: _____
APPLICATION RECEIVED BY: _____	PLANNER ASSIGNED: _____

Parcel # 0 7 0 9 0 3 0 0 0 0 3 1 Legal Description: Lot B of Recorded Exemption NO 0709-03-4-RE-444

Parcel # 0 7 0 9 0 3 0 0 0 0 1 9 Legal Description: NE1/4 of Section 3, Township 7 N, Range 65W of the 6th P.M.

Parcel # _____ Legal Description: _____

Parcel # _____ Legal Description: _____

(12-digit number – found on Tax I.D. information, obtainable at the Weld County Assessor’s map found at www.weldgov.com)

Section 3, Township 7 North, Range 65 West

PROPERTY OWNER(S) (Attach additional sheets if necessary.)

Name: _____
 Company: City of Thornton, a Colorado home rule municipality
 Phone #: 729-977-6228 Email: Scott.Twombly@ThorntonCo.gov
 Address : 9500 Civic Center Drive
 City/State/Zip Code: Thornton, CO 80 229

APPLICANT/AUTHORIZED AGENT (Authorization Form must be included if there is an Authorized Agent)

Name: _____
 Company: _____
 Phone #: _____ Email: _____
 Address : _____
 City/State/Zip Code: _____

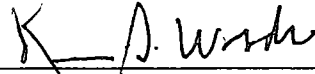
Last four digits of Parcel Number	0031	0019		
Property Owner (Last Name or Business Name)				
Address	21642 Cty Rd 86	41475 Cty Rd 45		
Well Permit # or Water District Tap #				
Septic Permit # or Sewer Tap #				
Existing Acreage	128	161.720		
Proposed Acreage	128.4	161.32		

I (We) request that the above described property be designated a Lot Line Adjustment by the Weld County Board of County Commissioners. I (We) hereby depose and state under penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my (our) knowledge. Signatures of all fee owners of property must sign this application. If an Authorized Agent signs, a letter of authorization from all fee owners must be included with the application. If a corporation is the fee owner, notarized evidence must be included showing the signatory has the legal authority to sign for the corporation.

See attached signature page

Signature	Date	Signature	Date
Print	Date	Print	Date
Signature	Date	Signature	Date
Print	Date	Print	Date

CITY OF THORNTON
a Colorado home rule municipality

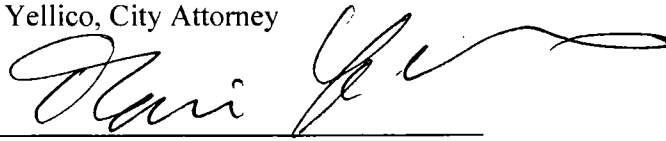


Kevin S. Woods, City Manager

ATTEST:


Kristen N. Rosenbaum, City Clerk

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

By: 

CITY OF THORNTON
a Colorado home rule municipality

Kevin S. Woods
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

By: Tami Yellico

STATE OF COLORADO)
 : ss
COUNTY OF ADAMS)

Subscribed and acknowledged before me this 21 day of September, by Kevin S. Woods, City Manager of the City of Thornton, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires: January 18, 2026

Joanna Chavez
Notary Public

