

R/W # _____

GRANT OF EASEMENT

Town of Erie, GRANTOR (whether one or more), whose address is PO Box 750, Erie, CO 80516, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld State of Colorado to-wit:

Easement description as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Those facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit A to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in **Exhibit “A”**, during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other company within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee’s facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor’s property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's activities described herein, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Weld County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 2020.

GRANTOR:

BY: _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

This record was acknowledged before me on _____, 20 ____
by _____ as _____ of
_____).

(Notary's official signature)

(Title of office)

(Commission Expiration)

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 1A-1 AS SHOWN ON THE ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION, 3RD AMENDMENT FINAL PLAT, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3662296 AND AS DESCRIBED IN A GENERAL WARRANTY DEED TO THE TOWN OF ERIE, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3296217. SAID LOT 1A-1 IS LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

EASEMENT CENTERLINE "A"

A TEN (10) FOOT WIDE STRIP, BEING FIVE (5) FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE NORTH 78°58'55" EAST, A DISTANCE OF 666.68 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF A THIRTY (30) FOOT WIDE DRAINAGE AND UTILITY EASEMENT AS SHOWN ON THE ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION, 1ST AMENDMENT FINAL PLAT, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3444214 AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID LOT 1A-1, NORTH 00°00'00" WEST, BEING PARALLEL WITH AND LYING FIVE (5) FEET WEST OF AN EAST LINE OF SAID THIRTY (30) FOOT WIDE DRAINAGE AND UTILITY EASEMENT, A DISTANCE OF 51.00 FEET, MORE OR LESS, TO A POINT ON A SOUTH LINE OF A THIRTY (30) FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION, 1ST AMENDMENT FINAL PLAT, AND THE **POINT OF TERMINUS**, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 19, AS MONUMENTED BY A FOUND 3.25 INCH BRASS CAP WITH ILLEGIBLE MARKINGS, BEARS NORTH 15°19'30" WEST, A DISTANCE OF 2,564.74 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED EASEMENT CENTERLINE "A" IS 51.00 FEET, CONTAINING 0.012 ACRES (510 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT "A" ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON A NORTH LINE OF SAID THIRTY (30) FOOT WIDE DRAINAGE AND UTILITY EASEMENT AND A SOUTH LINE OF SAID THIRTY (30) FOOT WIDE UTILITY EASEMENT. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

TOGETHER WITH ALL TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT AND LYING WEST OF THE ABOVE DESCRIBED EASEMENT "A", WITHIN SAID LOT 1A-1, AND AS DEPICTED ON SHEET 4 OF 4.

EASEMENT CENTERLINE "B"

A TEN (10) FOOT WIDE STRIP, BEING FIVE (5) FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE NORTH 72°20'03" EAST, A DISTANCE OF 686.78 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID THIRTY (30) FOOT WIDE UTILITY EASEMENT, AND THE **POINT OF BEGINNING**;



[CONTINUED ON SHEET 2 OF 4]

REVISIONS

NO.	DATE	BY	DESCRIPTION

THENCE OVER AND ACROSS SAID LOT 1A-1, NORTH 00°00'00" WEST, BEING PARALLEL WITH AND LYING FIVE (5) FEET WEST OF AN EAST LINE OF SAID THIRTY (30) FOOT WIDE DRAINAGE AND UTILITY EASEMENT, A DISTANCE OF 18.57 FEET, MORE OR LESS, TO THE **POINT OF TERMINUS**, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 19, AS MONUMENTED BY A FOUND 3.25 INCH BRASS CAP WITH ILLEGIBLE MARKINGS, BEARS NORTH 15°37'01" WEST, A DISTANCE OF 2,517.95 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED EASEMENT CENTERLINE "B" IS 18.57 FEET, CONTAINING 0.004 ACRES (186 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT "B" ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON A NORTH LINE OF SAID THIRTY (30) FOOT WIDE UTILITY EASEMENT AND A LINE PERPENDICULAR TO THE ABOVE DESCRIBED EASEMENT CENTERLINE "B" AT THE POINT OF TERMINUS. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

TOGETHER WITH ALL TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT AND LYING WEST OF THE ABOVE DESCRIBED EASEMENT "B", WITHIN SAID LOT 1A-1, AND AS DEPICTED ON SHEET 4 OF 4.

POCKET EASEMENT

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE NORTH 69°48'11" EAST, A DISTANCE OF 715.37 FEET, MORE OR LESS, TO A POINT ON A WEST LINE OF SAID THIRTY (30) FOOT WIDE UTILITY EASEMENT, AND THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID LOT 1A-1 THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1. SOUTH 00°00'00" EAST, ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET;
- 2. NORTH 90°00'00" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET;
- 3. NORTH 00°00'00" WEST, BEING PARALLEL WITH AND LYING THIRTY (30) FEET WEST OF SAID WEST LINE, A DISTANCE OF 20.00 FEET;
- 4. NORTH 90°00'00" EAST, A DISTANCE OF 30.00 FEET; TO SAID WEST LINE AND THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED POCKET EASEMENT IS 0.014 ACRES (600 SQUARE FEET) OF LAND, MORE OR LESS.

TOGETHER WITH ALL TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT AND LYING NORTH AND WEST OF THE ABOVE DESCRIBED POCKET EASEMENT, WITHIN SAID LOT 1A-1, AND AS DEPICTED ON SHEET 4 OF 4.



[CONTINUED ON SHEET 3 OF 4]

REVISIONS

NO.	DATE	BY	DESCRIPTION



NOTES:

- 1. SEE THE ATTACHED EXHIBIT "A" ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
- 2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
- 4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999722328.
- 5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE SOUTH BY THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, BEING A FOUND 2 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS AND ON THE NORTH BY THE NORTHWEST CORNER OF SAID SECTION 19, BEING A FOUND 3.25 INCH BRASS CAP WITH ILLEGIBLE MARKINGS AND BEARS NORTH 00°30'24" WEST.

REVISIONS

PROJ. NO. 206087
PREPARED BY: H. LAWRENCE SINCO
DATE PREPARED: 12/01/2020
FOR AND ON BEHALF OF ACKLAM, INC.
133 S. 27th AVENUE BRIGHTON, CO 80601
303.659.6267
WO_202006022_TOWN_OF_ERIE_DESC.docx
PRINTED: 12/1/2020 10:51:00 AM Lawrence Sinco, PLS

NO.	DATE	BY	DESCRIPTION

NE1/4 SECTION 24
T1N R69W 6TH PM

13|18
24|19
3.25" BRASS CAP
PLS ILLEG.
(SURVEY TIE TO P.O.T. EASEMENT "A"
S 15°19'30" E 2564.74')
(SURVEY TIE TO P.O.T. EASEMENT "B"
S 15°37'01" E 2517.95')

(BASIS OF BEARINGS)
N 00°30'24" W 2652.07'
BOULDER COUNTY
WELD COUNTY
WCR 1
(100' RIGHT-OF-WAY)

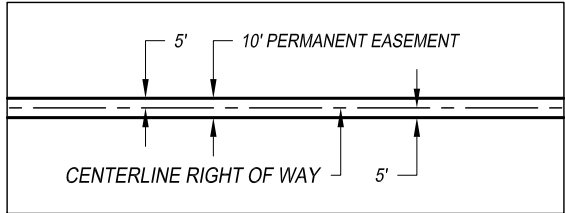
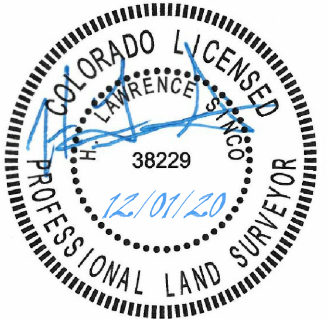
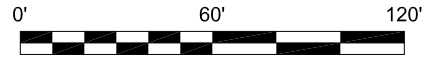
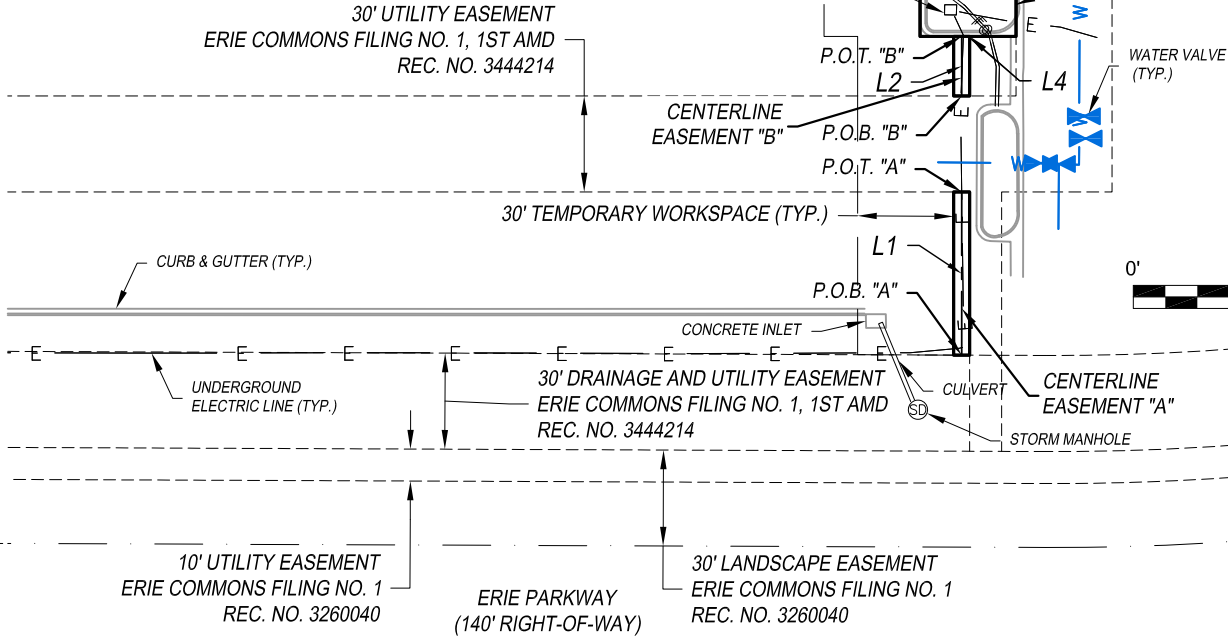
1/4 CORNER
SEC 24/SEC 19
2" ALUM. CAP
PLS ILLEG.
(SURVEY TIE TO P.O.B. EASEMENT "A"
N 78°58'55" E 666.68')
SURVEY TIE TO P.O.B. EASEMENT "B"
N 72°20'03" E 686.78')
(SURVEY TIE TO P.O.B. POCKET EASEMENT
N 69°48'11" E 715.37')

NOTES

- 1.) LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE AND / OR UNDERGROUND UTILITY LOCATES. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- 2.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3.) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND / OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999723951.
- 5.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 6.) THIS EXHIBIT WAS PREPARED BY H. LAWRENCE SINCO, PLS 38229, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- 7.) SEE THE ATTACHED EXHIBIT "A" BY WHICH THIS REFERENCE IS MADE HEREOF.

TOWN OF ERIE, COLORADO
REC. NO. 3296217
LOT 1A-1 ERIE COMMONS FILING NO. 1
MINOR SUBDIVISION, 3RD AMENDMENT
REC. NO. 3662296
APN: 146719249003

NW1/4 SECTION 19
T1N R68W 6TH PM



TYPICAL RIGHT OF WAY DETAIL
1"=100'

Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601

5901 Courtyard Dr., Ste.300
Austin, TX 78746
Texas Firm#10194171

UNITED POWER
EXHIBIT "A" ILLUSTRATION
NW1/4 SECTION 19
T1N R68W 6TH PM, WELD COUNTY, COLORADO

SCALE: 1"=60'	
DATE: 10/30/2020	JAH
JOB NO.: 206087	
JOB NAME: ECC EV CHARGERS	
SHEET 4 OF 4	
REV:	
WORK ORDER NO. 202006022	