

R/W # _____

GRANT OF EASEMENT

Town of Erie, GRANTOR, 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, which shall not be unreasonably withheld. 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, which shall not be unreasonably withheld.

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 _____, 2021~~12~~.

GRANTOR:

Town of Erie, Colorado

Jennifer Carroll, Mayor

Attest:

Heidi Leatherwood, Town Clerk

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This record was acknowledged before me on _____, 2021____
by _____ as _____ of
_____).

(Notary's official signature)

(Title of office)

(Commission Expiration)

EXHIBIT "A"

DESCRIPTION

A PORTION OF TRACT A AS SHOWN ON THE ERIE HIGHLANDS FILING NO. 11 FINAL PLAT, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4291875 AND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THE TOWN OF ERIE, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4554347. SAID TRACT A IS LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

POCKET EASEMENT

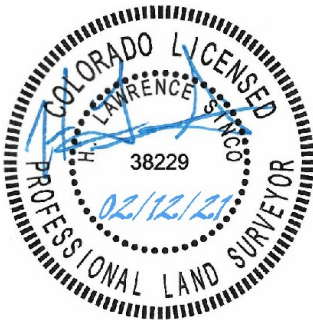
COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 20, AS MONUMENTED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED "PLS 28258 1999"; THENCE NORTH 11°04'05" EAST, A DISTANCE OF 1,847.23 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF A SIX (6) FOOT UTILITY EASEMENT AS SHOWN ON SAID FINAL PLAT AND THE **POINT OF BEGINNING**;

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

- 1. NORTH 88°48'34" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 12.00 FEET;
- 2. SOUTH 01°11'26" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 12.00 FEET;
- 3. SOUTH 88°48'34" WEST, BEING PARALLEL WITH AND LYING TWELVE (12) FEET SOUTH OF SAID SOUTH LINE, A DISTANCE OF 12.00 FEET;
- 4. NORTH 01°11'26" WEST, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE-DESCRIBED EASEMENT IS 0.003 ACRES (144 SQUARE FEET) OF LAND, MORE OR LESS.

TOGETHER WITH ALL TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT AND LYING SOUTH AND WEST OF THE ABOVE-DESCRIBED POCKET EASEMENT, WITHIN SAID TRACT A, AND AS DEPICTED ON SHEET 2 OF 2.



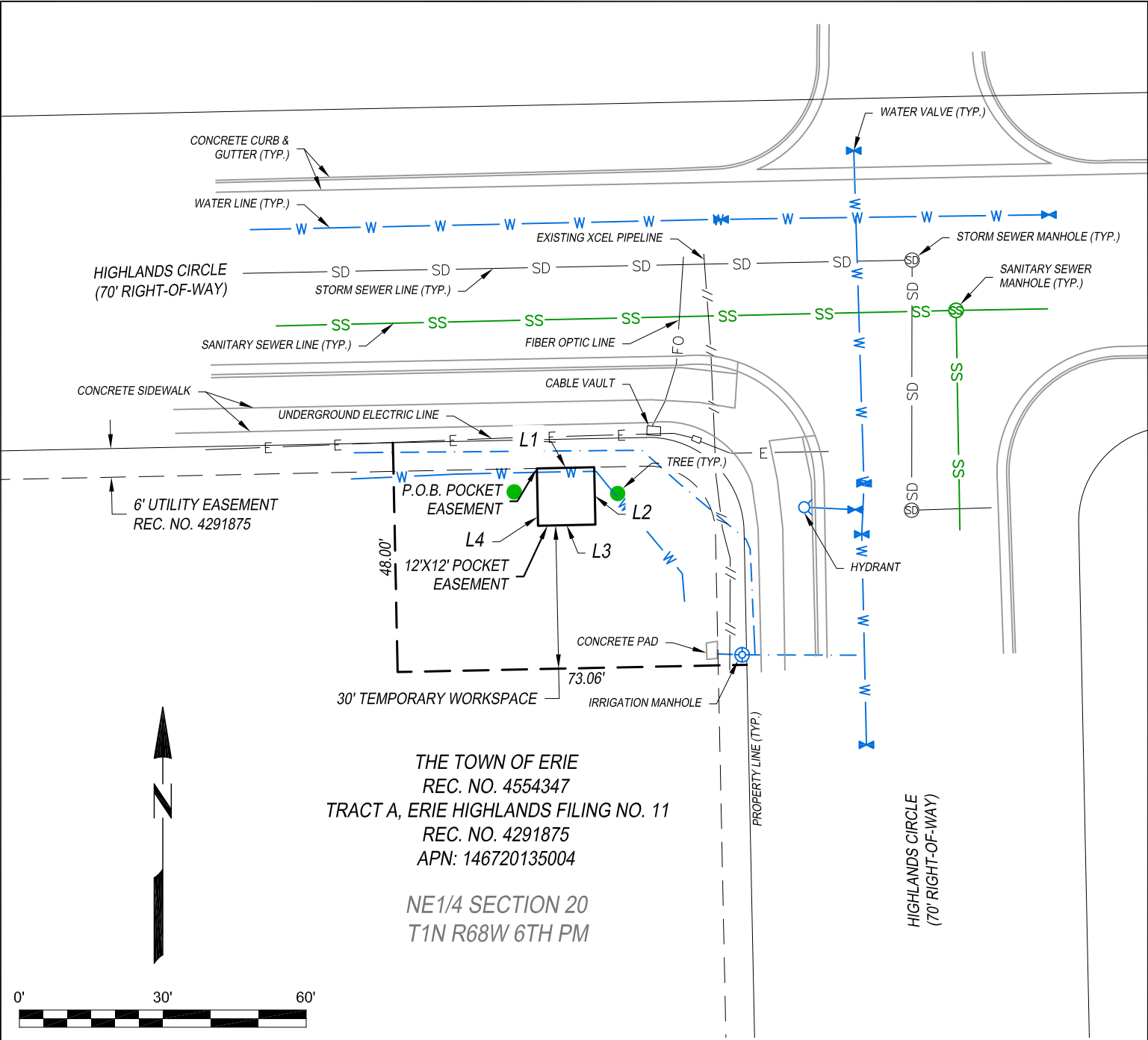
NOTES:

- 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 GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999719747.
- 5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST, OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE EAST BY THE EAST ONE-QUARTER CORNER OF SAID SECTION 20, BEING A FOUND 3.25 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS AND ON THE WEST BY THE CENTER ONE-QUARTER CORNER OF SAID SECTION 20, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED "PLS 28258 1999" AND BEARS SOUTH 89°05'02" WEST.

REVISIONS

NO.	DATE	BY	DESCRIPTION

PROJ. NO. 216020
PREPARED BY: H. LAWRENCE SINCO
DATE PREPARED: 02/12/2021
FOR AND ON BEHALF OF ACKLAM, INC.
133 S. 27th AVENUE BRIGHTON, CO 80601
303.659.6267
WO_201911010_TOWN_OF_ERIE_DESC.docx
PRINTED: 2/12/2021 12:23:00 PM Lawrence Sinco, PLS



C1/4 CORNER
SECTION 20
2.5" ALUM. CAP
PLS 28258 1999
(SURVEY TIE TO P.O.B. POCKET EASEMENT
N 11°04'05" E 1847.23')

S 89°05'02" W 2637.98'
(BASIS OF BEARINGS)

1/4 CORNER
SEC 20/SEC 21
3.25" ALUM. CAP
ILLEGIBLE

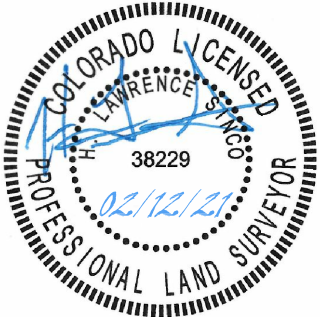
POCKET EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°48'34" E	12.00'
L2	S 01°11'26" E	12.00'
L3	S 88°48'34" W	12.00'
L4	N 01°11'26" W	12.00'

TOTAL AREA: 0.003 ACRES (144 SQ. FT.)

NOTES

- 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.
- 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.
- 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.
- 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 GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999719747.
- 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.
- THIS EXHIBIT WAS PREPARED BY H. LAWRENCE SINCO, PLS 38229, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- SEE THE ATTACHED EXHIBIT "A" BY WHICH THIS REFERENCE IS MADE HEREOF.



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
NE1/4 SECTION 20
T1N R68W 6TH PM, TOWN OF ERIE, WELD COUNTY, COLORADO

SCALE: 1"=30'
DATE: 02/11/21 SR
JOB NO.: 216020
JOB NAME: ERIE HIGHLANDS P2 F14
SHEET 2 OF 2
REV:
WORK ORDER NO.: 201911010