

<b>S-T-R:</b> SE1/4 Section 27, T1N, R69W	<b>Grantor:</b> Town of Erie	<b>Doc No:</b>
<b>County:</b> Boulder	<b>Address/Intersection:</b> 2203 N. 111 <sup>th</sup> St.	<b>Reception No:</b>
<b>Division-City/Town:</b> Boulder - Erie	<b>Dist/HP Trans:</b> Dist.	<b>Surveyor:</b> John P. Ehrhart
<b>Division Agent:</b> Mayorga	<b>Contract Agent/Co:</b> Lerche/WS-LS	<b>Survey Company:</b> Ehrhart Land Surveying
<b>LAT &amp; LONG GPS:</b> 40° 1'14.77"N / 105° 5'39.84"W		

## PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“**Easement**”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in that tract of land described in reception 3386594, Boulder County Records, in the **SE1/4** of Section **27**, Township **1 North**, Range **69 West** of the 6th Principal Meridian in the following lands located in County of Boulder, State of Colorado, the easement being described as follows (“**Easement Area**”):

**SEE “EXHIBIT A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company’s rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials (“**Pre-Existing Wastes**”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to

perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

Grantor warrants and represents that Grantor is the owner of the Easement and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Utility Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: **Town of Erie**

BY: \_\_\_\_\_

Andrew J. Moore (print name)

ITS: Mayor

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
by [Grantor name(s) from above]:

Andrew J. Moore  
\_\_\_\_\_  
\_\_\_\_\_

My commission Expires \_\_\_\_\_  
(Seal) \_\_\_\_\_ Notary Public



**EXHIBIT A**  
**PAGE 1 OF 2**

**PARCEL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING PART OF A PARCEL DESCRIBED IN DEED RECORDED JUNE 20, 2014 AT RECEPTION NO. 3386594, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

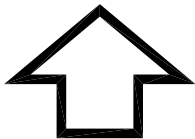
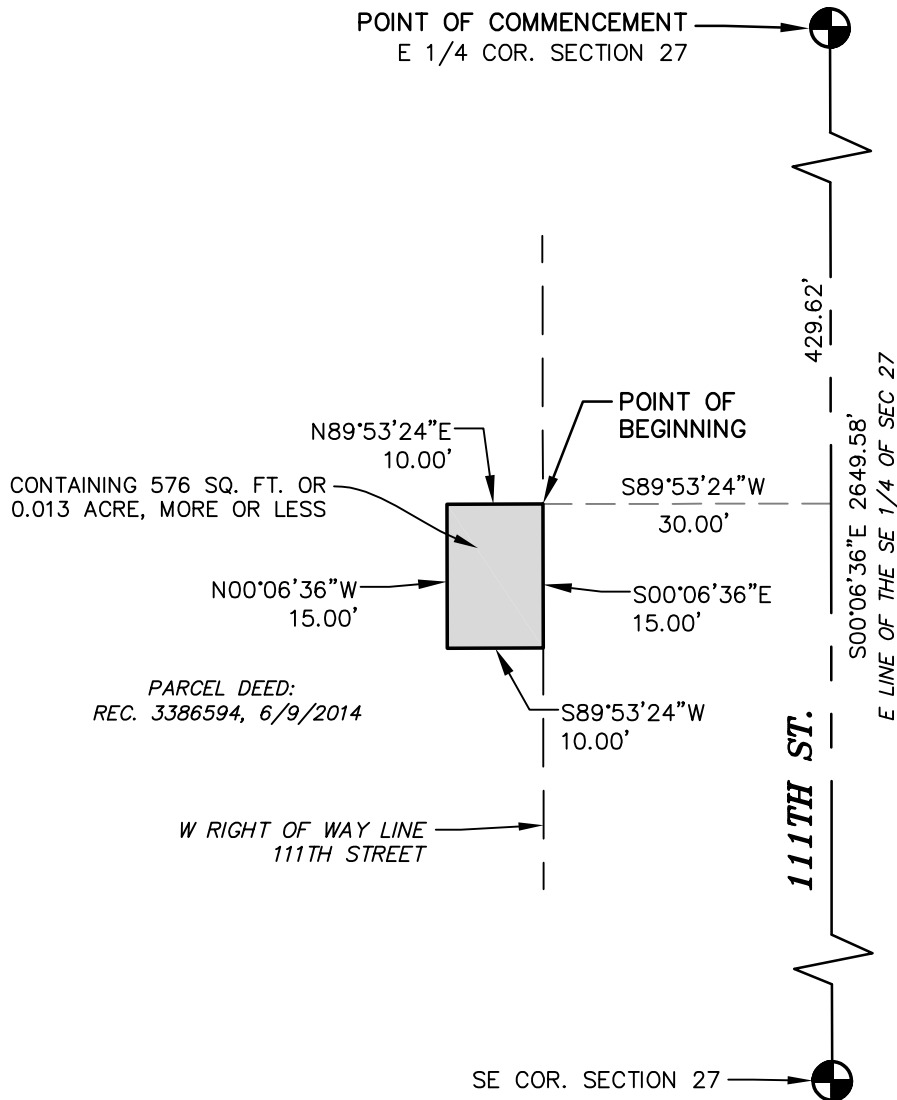
**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE S00°06'36"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 429.62; THENCE S89°53'24"W PERPENDICULAR TO SAID EAST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 111TH STREET, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE S00°06'36"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 15.00 FEET; THENCE S89°53'24"W A DISTANCE OF 10.00 FEET; THENCE N00°06'36"W A DISTANCE OF 15.00 FEET; THENCE N89°53'24"E A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 576 SQUARE FEET OR 0.013 ACRE, MORE OR LESS.



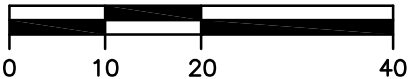
# EXHIBIT A

PAGE 2 OF 2



NORTH

SCALE: 1" = 20'



*John P. Ehrhart*



P.O. Box 930 • Erie, Colorado 80516  
(303) 828-3340 • [www.coloradols.com](http://www.coloradols.com)

PARCEL EXHIBIT  
SITUATED IN THE SE 1/4 OF SEC. 27,  
T1N, R69W OF THE 6TH P.M.  
ERIE, BOULDER COUNTY, COLORADO

DATE:

10/24/25

SCALE

1"=20'

JOB NO.:

S255425

DRAWN:

OLB

CHECKED:

JPE