

R/W # _____

GRANT OF EASEMENT

SCHOOL DISTRICT NO 27J, GRANTOR (whether one or more), whose address is 185511 E 116th Ave., Brighton, CO 80601, 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 ADAMS COUNTY, 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 also have the right to use any portion of the adjacent lands of Grantor during surveying, 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, and promises and agrees to defend Grantee in the exercise of the Grantee's rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

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

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 [COUNTY] 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 _____, 2019.

GRANTOR:

BY: _____

STATE OF _____

)

)

COUNTY OF _____

)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of **SCHOOL DISTRICT NO 27J**, and s/he, being authorized to do so, executed the foregoing Grant of Easement as his/her own act and deed on behalf of **SCHOOL DISTRICT NO 27J**.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2019.

Notary Public

My Commission Expires:



EXHIBIT A

United Power, Inc.

Sheet 1 of 2

School District No. 27J – 879 Jessup Street, Brighton, Colorado

A strip of land of varying width being a portion of the Southeast one-quarter (SE 1/4) of Section 7, Township 1 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, the centerline of said strip described as follows:

Beginning at the east one-quarter corner of said 7; thence west, 605.69 feet along the north line of said SE 1/4 to Station 0+00; thence south, 24.75 feet on an angle to the right of 90° to a point on the south right-of-way line of Southern Street, recorded under Reception No. 694244, Book 1063, Page 395, on May 1, 1963, Adams County Records, said point being Station 0+24.75 and the TRUE POINT OF BEGINNING;

thence south, 12.50 feet along aforesaid line to Station 0+37.25;
thence west, 77 feet on an angle to the left of 90° to Station 1+14.25;
thence southwest, 108 feet on an angle to the right of 134° 14' to Station 2+22.25;
thence northwest, 23 feet on an angle to the left of 90° to Station 2+45.25 to the Point of Terminus, said strip is five (5) feet in width, 2.5 feet on each side from Station 0+24.75 to Station 0+37.25, and ten (10) feet in width, five (5) feet on each side from Station 0+37.25 to Station 2+45.25.

Said parcel contains 1,758 square feet, more or less.

Illustration for said parcel is attached hereto and made part hereof.

The author of this description is Mr. John S. Lambert, PLS 13212, a registered professional land surveyor licensed to practice in the State of Colorado. The description was written for United Power, Inc., and on behalf of Lambert Land Consulting, LLC, on July 25, 2019, under Job Number L19-118, and is NOT to be construed as representing a monumented land survey.



L A M B E R T
LAND CONSULTING

SHEET 2 OF 2

CENTER ONE-QUARTER CORNER
SECTION 7
3-1/4" ALUMINUM CAP
LS 27269

SOUTHERN STREET
(60' WIDE R/W)
BOOK 1063, PAGE 395 (1963)

WATER LINE
PER LOCATES 7-24-2019

UNDERGROUND ELECTRIC LINE
PER LOCATES 7-24-2019

POINT OF BEGINNING
EAST ONE-QUARTER CORNER
SECTION 7
3-1/4" ALUMINUM CAP
LS 27269

0+00

605.69'

90°

0+24.75

TRUE POINT OF BEGINNING

2.5'

5'

0+37.25

EXISTING FIELD LIGHT POLE

CHAIN LINK FENCE (TYP)

10'

5'

1+00

1+14.25

134°14'

2+22.25

2+45

2+45.25

POINT OF TERMINUS

18' X 20' LEASE AREA **

18' UTILITY EASEMENT **

COMMUNICATION LINE
PER PIN FLAGS 7-24-2019

AREA INLET

S. RIGHT-OF-WAY LINE FOR SOUTHERN STREET

NORTH LINE SE 1/4 SECTION 7

20' ACCESS AND UTILITY EASEMENT **

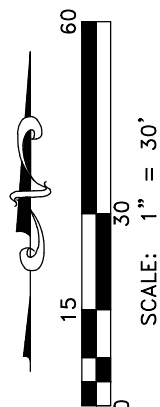
GRANTEE: SCHOOL DISTRICT NO. 27-J
NO DOCUMENT FOUND

** MEMORANDUM OF LEASE
LANDLORD: SCHOOL DISTRICT NO. 27J
RECEPTION NO. 2019000011336 (2019)

1" = 30'

Date Revisions Prepared for Project# 110118

MEMORANDUM OF LEASE
LANDLORD: SCHOOL DISTRICT NO. 27J
RECEPTION NO. 2019000011336 (2019)



#	Date	Revisions
0	7-24-2019	ORIGINAL DOCUMENT - MTS

Prepared for:

Project#: L19-118

UNITED POWER, INC



Lambert Land Consulting, LLC
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Phone 970.217.2190 - 970.232.9830 Fax