

## GRANT OF EASEMENT

City of Brighton, GRANTOR (whether one or more), whose address is 500 S. 4<sup>th</sup> Avenue, 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 non-exclusive 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, 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 additional lands of Grantor for temporary workspace 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 equipment 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.

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 Adams 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 \_\_\_\_\_ 2023.**

**GRANTOR:  
CITY OF BRIGHTON**

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

ITS: \_\_\_\_\_

STATE OF COLORADO        )  
  )  
COUNTY OF \_\_\_\_\_    )

**ACKNOWLEDGMENT**

This record was acknowledged before me on \_\_\_\_\_, 2023

by \_\_\_\_\_ as \_\_\_\_\_ of

City of Brighton.

\_\_\_\_\_  
(Notary's official signature)

\_\_\_\_\_  
(Commission Expiration)

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Yasmina Gibbons, Deputy City Attorney

*[Acknowledgements continue on following page.]*



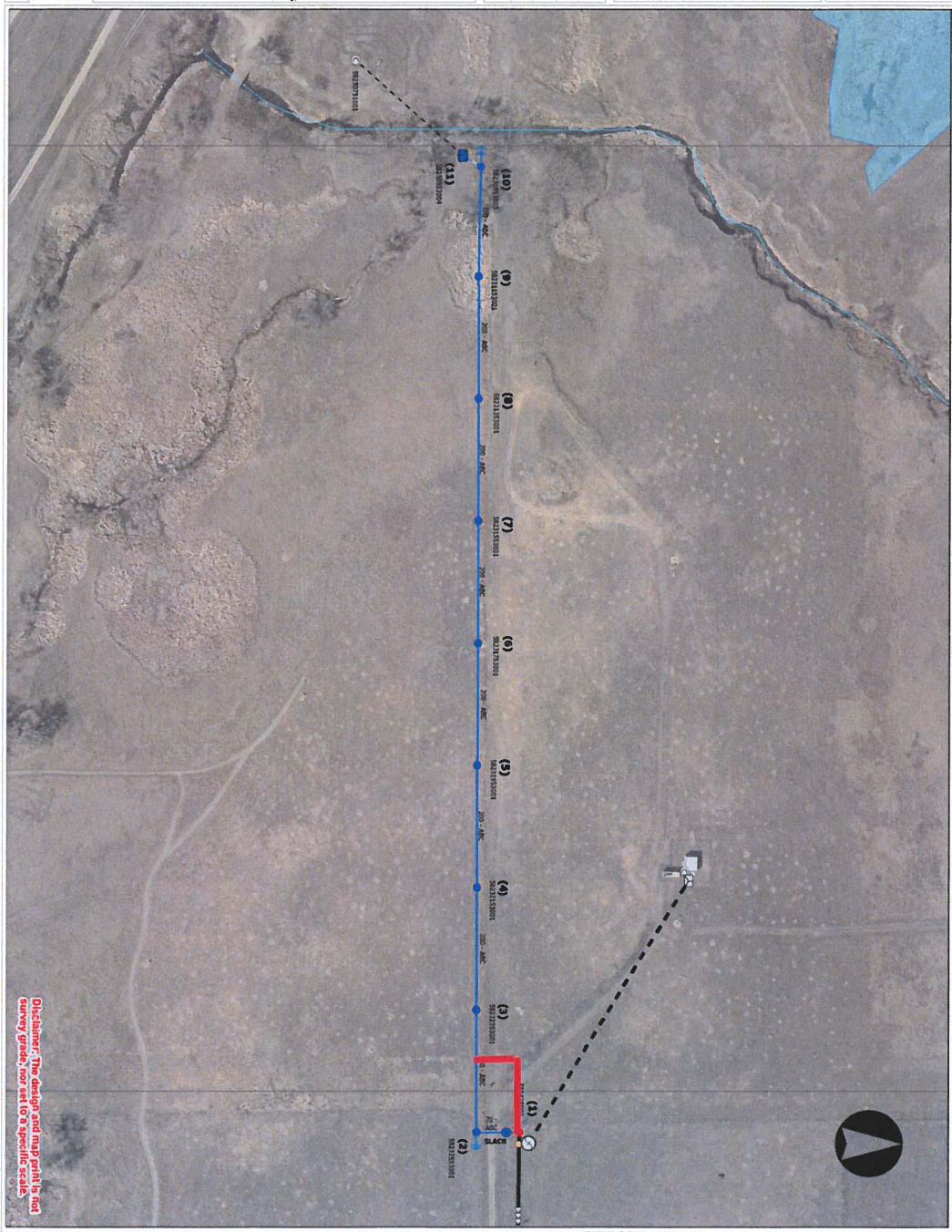


Work Order: 202012015  
 Service Order: 2020055962  
 Project Name: FRICD - Barr Lake Pump Station  
 Description: FRICD-BARR LAKE PUMP STATION  
 Service Loc: 5814  
 Customer: ECOLOGICAL RESOURCE CONSULTANT  
 Site Address: TBD E 14TH AVE  
 City: BRIGHTON  
 County: ADAMS-West

Proj Coordinator: Hector Avendano  
 PC Call: 720-685-5623  
 Designer: Jay Ewing  
 Designer Cell: 303-319-5698  
 Design Date: 06/24/2021

- |   |  |
|---|--|
| <b>STRUCTURES</b><br>● Poles<br>□ Junction Cab<br>P Pedestal<br>S Switch Cab<br>V Vault<br>□ Pull Box<br>□ Transformer<br>T Fiber<br>□ UG<br>☉ Consumer | <b>Legend</b><br>○ Switches<br>⊕ Fuses<br>⊖ Regulators<br>⊕ Capacitors<br>⊖ Sectionalizers<br>⊕ Step Trans<br>⊖ Oil Reducers<br>⊕ Elec. Reducers<br>⊖ Sub. Reducers<br>⊕ Meters/Relays<br>⊖ Open Points<br>* Lights<br>⊕ Anchors<br>⊖ Conductors<br>⊕ OH Prim<br>⊖ OH Sec<br>⊕ UG Prim<br>⊖ UG Sec |
|---|--|

Reviewed/Approved By: \_\_\_\_\_  
 Date: 7/27/2022  
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Disclaimer: This design and map print is not  
 survey grade, nor set to a specific scale.

**EXHIBIT "A"**

**DESCRIPTION**

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN A WARRANTY DEED TO CITY OF BRIGHTON, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NO. 1984020528143. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

**EASEMENT CENTERLINE**

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 14, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 37929 2011"; THENCE SOUTH 89°52'06" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 118.02 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. NORTH 00°00'00" WEST A DISTANCE OF 46.71 FEET;
2. SOUTH 90°00'00" EAST A DISTANCE OF 117.87 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER, THE EAST LINE OF SAID PARCEL, ALSO BEING THE **POINT OF TERMINUS**.

FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 14, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP, BEARS SOUTH 89°08'26" EAST, A DISTANCE OF 2660.00 FEET.

THE TOTAL LENGTH OF THE ABOVE-DESCRIBED EASEMENT CENTERLINE IS 164.58 FEET, CONTAINING 0.038 ACRES (1646 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE SOUTH LINE OF SAID PARCEL OF LAND AT THE POINT OF BEGINNING AND ON THE EAST LINE OF SAID PARCEL 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 EAST OF THE ABOVE-DESCRIBED EASEMENT, WITHIN SAID PARCEL OF LAND, AND AS DEPICTED ON SHEET 2 OF 2.

**NOTES:**

1. SEE THE ATTACHED 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 0.999726178.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE WEST BY THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 14, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED "PLS 37929 2011" AND ON THE EAST BY THE SOUTHEAST CORNER OF SAID SECTION 14, BEING A FOUND 3.25 INCH ALUMINUM CAP AND BEARS NORTH 89°51'33" EAST.

PROJ. NO. 226082  
PREPARED BY: JONAS M. COLLIER  
DATE PREPARED: 10/13/2022  
FOR AND ON BEHALF OF ACKLAM, INC.  
133 S. 27<sup>th</sup> AVENUE BRIGHTON, CO 80601  
303.659.6267  
WO\_202012015\_CITY OF BRIGHTON\_desc.docx  
PRINTED: 10/13/2022 12:29:00 PM Jonas Collier, PLS

REVISIONS			
NO.	DATE	BY	DESCRIPTION

