

GRANT OF NON-EXCLUSIVE UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is made this day of , 2025, by and between the CITY OF BRIGHTON ("Grantor"), whose address is 500 S. 4th Avenue, Brighton, Colorado 80601, and UNITED POWER, INC. ("Grantee"), whose address is 500 Cooperative Way, Brighton, Colorado 80601.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the Grantee, its successors and assigns, in perpetuity, a non-exclusive easement on, over, under and across the real property hereinafter described for purposes of constructing, repairing, removing, replacing, relocating, inspecting, operating, maintaining, enlarging, reconstructing, improving and accessing utility, electrical and communications facilities and all fixtures and appurtenances thereto.

The easement hereby granted, situated in Adams County, Colorado, is described as follows:
SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE
(the "Easement Description").

Those facilities may be underground and/or at grade and may include, but shall not be limited to, cables, conduits, wires, 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 of the Easement Area at all times to survey, mark and sign, 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. Upon prior written approval of Grantor, 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.

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

Non-use or a limited use of the Easement Area shall not prevent Grantor from thereafter making use of the Easement Area to the full extent herein authorized. 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.

No amendment, waiver, agreement, modification, or supplement of this Easement shall be binding on Grantor unless made in writing and executed by an authorized representative of Grantor (or its successor or assign, if applicable). The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey and grant the easement and rights contained in this Easement. This grant is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided Grantee with a consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

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 negligent or intentional acts or omissions.

This Easement incorporates all agreements and stipulations between Grantor and Grantee 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 "Grant of Utility Easement" and a legal description, containing an exhibit if referenced above or attached hereto.

Executed and delivered this _____ day of _____ 2025.

GRANTOR:
CITY OF BRIGHTON

Michael Martinez, City Manager

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

James Gallagher, Assistant City Attorney

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by Michael Martinez as City Manager of City of Brighton, a body corporate and politic under the laws of the State of Colorado.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

[Acknowledgements continue on following page.]

ACKNOWLEDGMENT

UNITED POWER, INC.

Mark Gabriel
By: _____

Title: President and CEO

Address: SPP Cooperative Way
Brighton, CO 80601

STATE OF COLORADO _____
COUNTY OF Adams _____
) ss.

The foregoing instrument was acknowledged before me this 18 day of February 2025, by
Mark Gabriel on behalf of United Power, Inc.

Witness my hand and official seal.

Marissa Hillje
Notary Public

My Commission Expires: 12/12/2027

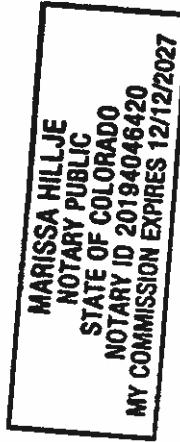


EXHIBIT A
Easement Description
[Exhibit A begins on following page]



JR ENGINEERING

A Westrian Company

**LUTZ RESERVOIR
EASEMENT**

PROPERTY DESCRIPTION

A 10.00-FOOT-WIDE STRIP OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEIPTION NO. 2004000064020 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 30099" IN A RANGE BOX AND AT THE WEST END BY A 3.25" ALUMINUM CAP STAMPED "LS 24960" IN A RANGE BOX, WITH AN ASSUMED BEARING OF S89°27'35"W.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, N00°52'30"W A DISTANCE OF 324.01 FEET, TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEIPTION NO. 2004000064020 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ON SAID SOUTHERLY LINE, N89°27'10"E A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING;

THENCE ON A LINE BEING 5.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, N00°52'30"W A DISTANCE OF 492.26 FEET;

THENCE N65°25'02"E A DISTANCE OF 305.00 FEET, TO THE POINT OF TERMINUS WHENCE THE SOUTHEAST CORNER OF SAID SECTION 20 BEARS S68°58'08"E A DISTANCE OF 2558.08 FEET;

THE SIDE LINES OF SAID EASEMENT EXTEND OR TRIM TO TERMINATE AT THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEIPTION NO. 2004000064020.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC

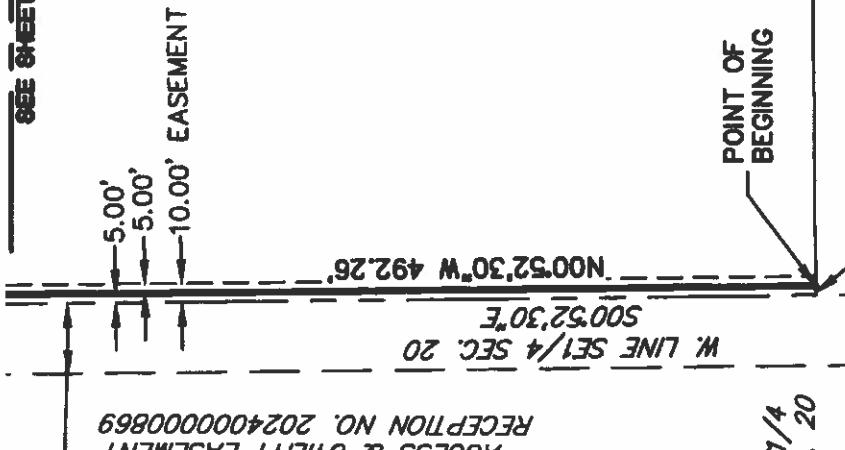


EXHIBIT

SEE SHEET 3



36' TEMPORARY PUBLIC
ACCESS & UTILITY EASEMENT
RECEIPT NO. 2024000000869



UNPLATTED
SPECIAL WARRANTY DEED
REG. NO. 2004000064020

W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC. 20,
T1S, R66W, 6TH P.M.

POINT OF
BEGINNING

SW $\frac{1}{4}$
SEC. 20

UNPLATTED

N00 52' 30" W 324.01'
N00 52' 30" E
5.00'

UNPLATTED
WARRANTY DEED
REG. NO. 2017000086842

POINT OF COMMENCEMENT
S $\frac{1}{4}$ COR. SEC. 20
3-1/4" ALUM. CAP
STAMPED: LS 24960
IN RANGE BOX

S $\frac{1}{4}$ COR. SEC. 20
3-1/4" ALUM. CAP
STAMPED: LS 30099 IN
RANGE BOX

S89 27' 35" W 2657.69' E 136TH AVE
BASIS OF BEARINGS (60' R.O.W.)
S. LINE SE $\frac{1}{4}$ SEC. 20,
T1S, R66W, 6TH P.M.

ORIGINAL SCALE: 1" = 100'

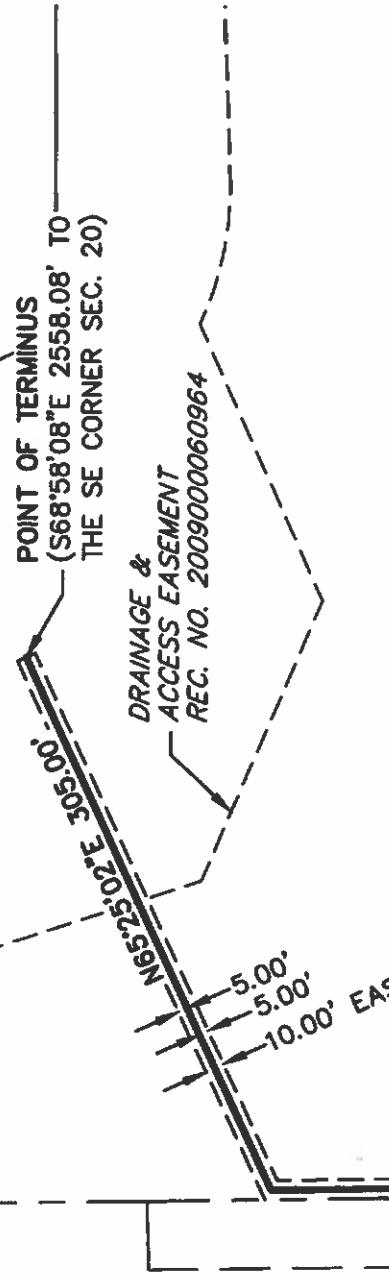
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT
IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

EASEMENT
LUTZ RESERVOIR
PROJECT NO.: 16152.18
DATE: 7/25/2024

SHEET: 2 OF 3

J-R ENGINEERING
A Western Company
Centennial 303-740-8888 • Colorado Springs 719-588-2888
Fort Collins 970-491-8888 • www.jrengineering.com

EXHIBIT



36. TEMPORARY PUBLIC
ACCES & UTILITY EASEMENT
REC EFTION NO. 2024000000869

UNPLATTED
SPECIAL WARRANTY DEED
REC. NO. 2004000064020

SW 1/4 SEC. 20,
T1S, R66W, 6TH P.M.

POINT OF
BEGINNING

N00 52°30'W 324.01' N89°27'10"E
5.00'
UNPLATTED

UNPLATTED
WARRANTY DEED
REC. NO. 2017000086842

SEE SHEET 2

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT
IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

EASEMENT
LUTZ RESERVOIR
PROJECT NO.: 16152.18
DATE: 7/25/2024

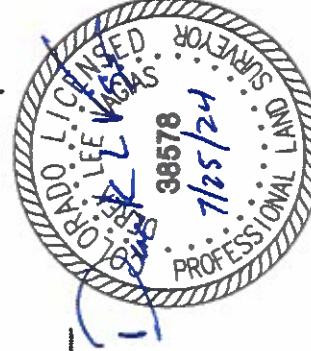


A Wacht Company

Centinel 30-740-8888 • Colorado Springs 719-593-2938

Fax Calls 970-591-8888 • www.jrengineering.com

ORIGINAL SCALE: 1" = 100'



100 50 0 100

SHEET: 3 OF 3