

For CORE Use Only
Township: 6S Range: 66W Section: 10
W/O #: ELD2328
Legal:
South ¼ of Section 10, Township 6 South, Range 66
West, Douglas County, Colorado
Engineer: HDR

CORE ELECTRIC COOPERATIVE
5496 North U.S. Highway 85
Sedalia, Colorado 80135
303-688-3100

UTILITY UNDERGROUND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that DOUGLAS COUNTY SCHOOL DISTRICT RE-1 ("Grantor"), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto CORE Electric Cooperative, a Colorado non-profit corporation and electric cooperative and to its successors or assigns ("Grantee" or "CORE"), a perpetual non-exclusive easement 20 feet in width ("the Easement") for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of underground electric distribution and communication facilities and underground cables, wires, conduits, above ground transformers, switches, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively "the Facilities") located upon, under, and across the following real property belonging to Grantor situated in the County of DOUGLAS, State of Colorado, and more particularly described as follows:

SEE EXHIBIT(S) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement, and to use that portion of Grantor's adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. CORE shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement and Grantor's adjoining property substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, under, and across the Easement by CORE shall remain the property of and may be removed at the option of CORE.

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to CORE, hereby covenants that no structures shall be erected upon, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

Exhibit A

1. Grantee will secure and maintain commercial general liability insurance with Grantor named as an additional insured in a sufficient amount to cover any liability for the actions of Grantee on the Easement during the construction period of a new underground distribution line referred to as ELD2328 - Pine Lane. Upon request of Grantor, Grantee shall provide Grantor with evidence that the insurance is in full force and effect.
2. Grantee assumes all risk relating to its use and operation of the Easement and, with the exception of loss, damage, or injury due to the acts or omissions of Grantor, does hereby release and discharge Grantor from any liability for loss, damage, or injury incurred by Grantee arising out of Grantee's use or operation of the Easement, or Grantee's activities thereon pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, no term or condition shall be deemed a waiver, express or implied, of any provision of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S., as now or hereafter amended.
3. Except in the event of an emergency, Grantee shall give Grantor at least three (3) business days' notice prior to undertaking any work in the Easement and shall cooperate with Grantor in good faith to minimize adverse impacts to Grantor arising out of the construction, installation, operation, maintenance, removal, replacement, and repair of the Facilities within the Easement.
4. All notices and other communications under this Easement shall be in writing and shall be deemed to have been given three days after the deposit in the U.S. mail, via registered or certified mail, postage prepaid and return receipt requested, or one day after deposit with an overnight courier service (which obtains a receipt evidencing delivery) and shall be addressed as follows:

To Grantor:

Douglas County School District RE-1
Attn: Director of Planning and Construction
620 Wilcox Street
Castle Rock, Colorado 80104

With a copy to:
Douglas County School District RE-1
Attn: General Legal Counsel
620 Wilcox Street
Castle Rock, Colorado 80104

Grantee:
CORE ELECTRIC COOPERATIVE

By: _____

Brooks Kaufman
Lands and Rights-of-Way Manager

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____,

GRANTOR:
DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____

Name: _____

Title: _____

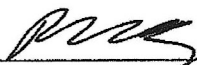
STATE OF COLORADO)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____, a _____, of the DOUGLAS COUNTY SCHOOL DISTRICT RE-1.

Witness my hand and official seal.
My Commission expires: _____

Notary Public

GRANTEE:
CORE ELECTRIC COOPERATIVE

By: 
Name: Brooks Kaufman
Title: Lands and Rights of Way Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of April, 2022, by Brooks Kaufman as Lands and Rights of Way Manager of CORE Electric Cooperative, a Colorado company.

Witness my hand and official seal
S E A L

CRYSTAL SANCHEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994014518
MY COMMISSION EXPIRES NOVEMBER 23, 2024



Notary Public
My commission expires: 11/23/2024

EXHIBIT "B"

NE1/4 SEC. 10
T6S, R66W, 6TH P.M.
DOUGLAS COUNTY

CROWN CREST
BLVD

ROW_141A
REC #2003101124

15' IREA ESMT.
REC. NO. 2014039725

PINE LANE

S52°34'20"W
25.09'(TIE)

NE'LY COR.

16.5' TELEPHONE
ESMT

S'LY SIDE
I.R.E.A. ESMT

POINT OF
BEGINNING
PARCEL "A"

L1

LOT 3
PINE LANE
SUBDIVISION
REC. #178506

SE1/4 SEC. 10
T6S, R66W, 6TH P.M.
DOUGLAS COUNTY

S02°32'59"W
406.53'(TIE)

20' U.E.
PER PLAT

PARCEL "A"
UTILITY EASEMENT 8' U.E.
AREA=11,377 S.F.±
OR 0.261 ACRES±

OWNER:
DOUGLAS COUNTY SCHOOL
DISTRICT RE-1
BK 219 PG 69

POINT OF
BEGINNING
PARCEL "B"

L4

L2

L22

L5

L21

L7

L6

L19

L8

L12

L18

L9

L11

L17

L18

L10

L11

L15

L14

L3

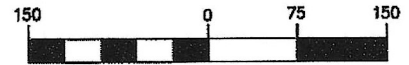
L13

LOT 2

PARCEL "B"
UTILITY EASEMENT
AREA=9,221 S.F.±
OR 0.212 ACRES±

BASIS OF BEARING
E'LY SIDE BK. 219 PG. 69
N00°16'13"W 1,230.89'

SE'LY COR.



1 inch = 150 ft.

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: A.S.

CHKD. BY: J.N.

DATE: 3/17/22

SCALE: 1" = 150'

FILE: R12985-1

SHEET: 1 OF 3

W/O #:

UTILITY EASEMENT

LINE TABLE

PARCEL "A"

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°16'48"E	20.00'
L2	S00°16'13"E	568.88'
L3	S89°43'48"W	20.00'
L4	N00°16'13"W	568.72'

PARCEL "B"

LINE TABLE		
NO.	BEARING	DISTANCE
L5	S00°16'13"E	15.01'
L6	S88°04'07"W	137.43'
L7	S47°58'11"E	54.01'
L8	S00°15'23"W	120.04'
L9	S41°12'03"W	36.19'
L10	S89°21'07"E	54.04'
L11	N64°15'30"E	75.84'
L12	S00°16'13"E	7.10'
L13	N89°43'48"E	20.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L14	S64°15'30"W	94.34'
L15	N89°21'07"W	160.17'
L16	N00°05'43"E	15.00'
L17	S89°21'07"E	82.99'
L18	N41°12'03"E	43.43'
L19	N00°15'23"E	107.73'
L20	N47°58'11"W	70.64'
L21	N00°00'00"E	9.60'
L22	N88°04'07"E	164.76'



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DRN. BY: A.S.
CHKD. BY: J.N.
DATE: 3/17/22
SCALE: 1" = 150'

FILE: R12985-1
SHEET: 2 OF 3
W/O #: _____

UTILITY EASEMENT

LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT BOOK 219 PAGE 69, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EASTERLY SIDE OF SAID BOOK 219 PAGE 69, ASSUMED TO BEAR N00°16'13"W A DISTANCE OF 1,230.89 FEET FROM THE SOUTHEASTERLY CORNER OF SAID BOOK 219 PAGE 69 TO THE NORTHEASTERLY CORNER OF SAID BOOK 219 PAGE 69;

PARCEL "A"

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF AN I.R.E.A. EASEMENT FILED IN SAID DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2014039725, SAID POINT BEARS S52°34'20"W A DISTANCE OF 25.09 FEET FROM SAID NORTHEASTERLY CORNER;

THENCE N89°16'48"E ALONG SAID SOUTHERLY SIDE A DISTANCE OF 20.00 FEET TO SAID EASTERLY SIDE OF BOOK 219 PAGE 69; THENCE S00°16'13"E ALONG SAID EASTERLY SIDE A DISTANCE OF 568.88 FEET; THENCE S89°43'48"W A DISTANCE OF 20.00 FEET; THENCE N00°16'13"W A DISTANCE OF 568.72 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHEASTERLY CORNER BEARS S01°12'46"E A DISTANCE OF 1,215.90 FEET.

SAID PARCEL CONTAINS 11,377 SQUARE FEET OR 0.261 ACRES, MORE OR LESS.

PARCEL "B"

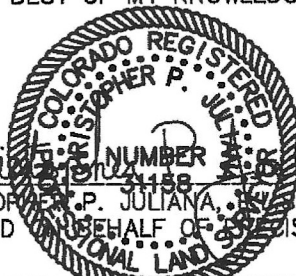
BEGINNING AT A POINT THAT BEARS S02°32'59"W A DISTANCE OF 406.53 FEET FROM SAID NORTHEASTERLY CORNER;

THENCE S00°16'13"E A DISTANCE OF 15.01 FEET; THENCE S88°04'07"W A DISTANCE OF 137.43 FEET; THENCE S47°58'11"E A DISTANCE OF 54.01 FEET; THENCE S00°15'23"W A DISTANCE OF 120.04 FEET; THENCE S41°12'03"W A DISTANCE OF 36.19 FEET; THENCE S89°21'07"E A DISTANCE OF 54.04 FEET; THENCE N64°15'30"E A DISTANCE OF 75.84 FEET; THENCE S00°16'13"E A DISTANCE OF 7.10 FEET; THENCE N89°43'48"E A DISTANCE OF 20.00 FEET; THENCE S64°15'30"W A DISTANCE OF 94.34 FEET; THENCE N89°21'07"W A DISTANCE OF 160.17 FEET; THENCE N00°05'43"E A DISTANCE OF 15.00 FEET; THENCE S89°21'07"E A DISTANCE OF 82.99 FEET; THENCE N41°12'03"E A DISTANCE OF 43.43 FEET; THENCE N00°15'23"E A DISTANCE OF 107.73 FEET; THENCE N47°58'11"W A DISTANCE OF 70.64 FEET; THENCE N00°00'00"E A DISTANCE OF 9.60 FEET; THENCE N88°04'07"E A DISTANCE OF 164.76 FEET TO THE POINT OF BEGINNING. WHENCE SAID SOUTHEASTERLY CORNER BEARS S01°39'34"E A DISTANCE OF 825.10 FEET.

SAID PARCEL CONTAINS 9,221 SQUARE FEET OR 0.212 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Christopher P. Juliana
 NUMBER 31158 DATE 3/17/22
 CHRISTOPHER P. JULIANA, S. 31158
 FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.



PRECISION SURVEY & MAPPING
 PROFESSIONAL LAND SURVEYING CONSULTANTS
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**UTILITY
 EASEMENT**