

For CORE Use Only
Township: 8S Range: 66W Section: 8
W/O #: ELD3596
Legal:
Northeast ¼ Section 8, Township 8 South, Range
66West, 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 Intermountain Rural Electric Association d/b/a 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 15 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 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.

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:
INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
d/b/a CORE Electric Cooperative,
a Colorado corporation

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 _____ day of _____, 2021, by Brooks Kaufman as Lands and Rights of Way Manager of Intermountain Rural Electric Association d/b/a CORE Electric Cooperative, a Colorado company.

Witness my hand and official seal
S E A L

Notary Public

My commission expires: _____

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. 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

EXHIBIT "B"

OWNER:
 FOURTH INVESTMENT USA LLC
 C/O INTERNATIONAL CAPITAL INC 17130 DALLAS PKWY
 STE 240
 DALLAS, TX 75248
 REC. NO. 2017053591

POINT OF BEGINNING

N90°00'00"W
 587.56'(TIE)

BASIS OF BEARING
 N'LY LINE TRACT T
 N90°00'00"W 1007.74'

NW'LY COR.
 TRACT T

NE'LY COR.
 TRACT T

OWNER:
 TOWN OF CASTLE ROCK
 REC. NO. 2006093611

UTILITY EASEMENT
 AREA=15,677 S.F.±
 OR 0.360 ACRES±

W'LY SIDE
 TRACT T

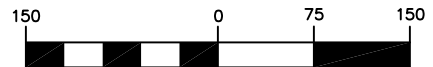
LINE TABLE		
NO.	BEARING	DISTANCE
L1	S75°45'40"W	41.66'
L2	S55°09'23"W	34.14'
L3	S23°36'40"W	74.90'
L4	S01°37'26"W	57.49'
L5	S03°52'14"E	331.99'
L6	S31°08'38"E	96.92'
L7	S15°45'26"W	48.31'
L8	N89°39'14"W	105.15'
L9	N40°43'44"W	89.98'
L10	S87°15'32"W	57.46'
L11	N67°07'16"W	137.32'
L12	N04°21'37"W	22.18'
L13	S37°29'30"E	9.51'
L14	S67°06'49"E	135.80'
L15	N87°15'32"E	61.36'
L16	S40°43'44"E	90.47'
L17	S89°39'14"E	86.90'
L18	N15°45'26"E	30.38'
L19	N31°08'38"W	94.06'
L20	N03°52'14"W	336.35'
L21	N01°37'26"E	61.12'
L22	N23°36'40"E	82.05'
L23	N55°09'23"E	34.77'
L24	N90°00'00"E	51.92'



NE1/4 SECT. 8, T8S, R66W
 DOUGLAS COUNTY

OWNER:
 DOUGLAS COUNTY SCHOOL DISTRICT RE-1
 REC. NO. 2006064810

TRACT T
 FOUNDERS VILLAGE FILING NO. 24
 REC. NO. 2006064806



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.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237
 Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: R.U.
 CHKD. BY: J.L.
 DATE: 08/18/21
 SCALE: 1" = 150'

FILE: R13211
 SHEET: 1 OF 2
 W/O #:

UTILITY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER SECTION 8, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT "T", FOUNDERS VILLAGE, FILING NO. 24, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2006064806, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

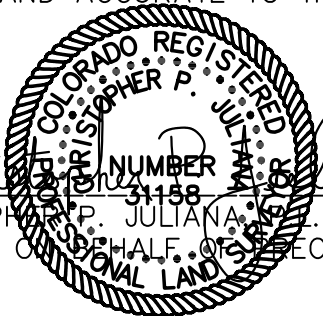
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTHERLY LINE OF TRACT "T", AND ASSUMED TO BEAR N90°00'00"W A DISTANCE OF 1007.74 FEET FROM THE NORTHEASTERLY CORNER OF SAID TRACT "T" TO THE NORTHWESTERLY CORNER OF SAID TRACT "T";

BEGINNING AT A POINT ON SAID NORTHERLY LINE, SAID POINT BEARS N90°00'00"W A DISTANCE OF 587.56 FEET FROM SAID NORTHEASTERLY CORNER:

THENCE S75°45'40"W A DISTANCE OF 41.66 FEET; THENCE S55°09'23"W A DISTANCE OF 34.14 FEET; THENCE S23°36'40"W A DISTANCE OF 74.90 FEET; THENCE S01°37'26"W A DISTANCE OF 57.49 FEET; THENCE S03°52'14"E A DISTANCE OF 331.99 FEET; THENCE S31°08'38"E A DISTANCE OF 96.92 FEET; THENCE S15°45'26"W A DISTANCE OF 48.31 FEET; THENCE N89°39'14"W A DISTANCE OF 105.15 FEET; THENCE N40°43'44"W A DISTANCE OF 89.98 FEET; THENCE S87°15'32"W A DISTANCE OF 57.46 FEET; THENCE N67°07'16"W A DISTANCE OF 137.32 FEET TO THE WESTERLY SIDE OF SAID TRACT "T"; THENCE N04°21'37"W ALONG SAID WESTERLY SIDE A DISTANCE OF 22.18 FEET; THENCE S37°29'30"E A DISTANCE OF 9.51 FEET; THENCE S67°06'49"E A DISTANCE OF 135.80 FEET; THENCE N87°15'32"E A DISTANCE OF 61.36 FEET; THENCE S40°43'44"E A DISTANCE OF 90.47 FEET; THENCE S89°39'14"E A DISTANCE OF 86.90 FEET; THENCE N15°45'26"E A DISTANCE OF 30.38 FEET; THENCE N31°08'38"W A DISTANCE OF 94.06 FEET; THENCE N03°52'14"W A DISTANCE OF 336.35 FEET; THENCE N01°37'26"E A DISTANCE OF 61.12 FEET; THENCE N23°36'40"E A DISTANCE OF 82.05 FEET; THENCE N55°09'23"E A DISTANCE OF 34.77 FEET TO SAID NORTHERLY LINE; THENCE N90°00'00"E ALONG SAID NORTHERLY LINE A DISTANCE OF 51.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 15,677 SQUARE FEET OR 0.360 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 _____ 08/04/21
CHRISTOPHER P. JULIANA, L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237
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