#### RECORDING INFORMATION ABOVE

#### **GRANT OF EASEMENT**

County of Adams, State of Colorado, GRANTOR (whether one or more), whose address is 4430 South Adams County Parkway, 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, 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.

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.

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. Grantee shall not bring any hazardous substances onto the property or cause any environmental contamination. Grantee shall not allow any liens to be filed against the property. In the event Grantee violates these provisions, Grantee shall be solely responsible for all attorney fees and costs incurred by Grantor to remedy said environmental remediation or liens caused by Grantee, its employees, contractors, and agents.

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.

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| Approved:  BOARD OF COUNTY COMMISSIONERS-COUNTY O | F ADAMS | S, STATE OF CO | DLORADO             |
|---|---------|----------------|---------------------|
|   |         |                | k                   |
| Chair   | Date    |                | <del>-</del> ;, **, |
| Approved as to Form:                              |         |                |                     |
|   |         | , ,            |                     |
| County Attorney                                   |         |                |                     |
|   |         |                |                     |
|   |         |                |                     |
| UNITED POWER, INC.                                |         |                |                     |
| Byfoh   | 5/2     | 3/2022         |                     |
| By: Bryant Robbins Title: Chief Operating Officer | Date    | , ,            | - 2                 |

| COUNTY OF Adams   | ACKNOWLEDGMENT  |
|---|---|
| This record was acknowledged before me of By Bryant Robbins as Chief Operating Offi |   |
| (Notary's official signature)  1071 4, 2020 (Commission Expiration)                 | ANA POLLACK NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20224013362 MY COMMISSION EXPIRES APRIL 4, 2026 |

#### **EXHIBIT "A"**

#### **DESCRIPTION**

A PORTION OF THOSE PARCELS OF LAND OWNED BY ADAMS COUNTY, AS DESCRIBED IN A DEED, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NO. 618569, AS SHOWN ON ADAMS COUNTY REGIONAL PARK COMPLEX, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT FILE 14. MAP 314, AND AS SHOWN ON ADAMS COUNTY VETERANS MEMORIAL PLAT CORRECTION, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2022000014375. SAID PARCELS OF LAND ARE LOCATED IN THE NORTH ONE-HALF OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

#### **POCKET EASEMENT "A"**

COMMENCING AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 34, AS MONUMENTED BY A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE NORTH 30°01'05" EAST, A DISTANCE OF 68.74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

THENCE, OVER AND ACROSS SAID PARCELS OF LAND THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1. SOUTH 86°06'08" EAST, A DISTANCE OF 40.00 FEET;
- 2. SOUTH 02°41'42" WEST, A DISTANCE OF 15.00 FEET;
- 3. NORTH 86°06'08" WEST, A DISTANCE OF 40.00 FEET;
- 4. NORTH 02°41'42" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE-DESCRIBED POCKET EASEMENT IS 0.014 ACRES (600 SQUARE FEET) OF LAND, MORE OR LESS.

#### **POCKET EASEMENT "B"**

COMMENCING AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 34, AS MONUMENTED BY A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE NORTH 78°53'03" WEST, A DISTANCE OF 305.62 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- 1. NORTH 00°46'15" WEST, A DISTANCE OF 15.00 FEET;
- 2. NORTH 89°13'45" EAST, A DISTANCE OF 18.00 FEET;
- 3. SOUTH 00°46'15" EAST, A DISTANCE OF 15.00 FEET;
- 4. NORTH 89°13'45" EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE-DESCRIBED POCKET EASEMENT IS 0.006 ACRES (270 SQUARE FEET) OF LAND, MORE OR LESS.

#### **POCKET EASEMENT "C"**

COMMENCING AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 34, AS MONUMENTED BY A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE SOUTH 31°30'26" WEST, A DISTANCE OF 47.31 FEET, MORE OR LESS, TO THE SOUTH LINE OF AN EIGHTY (80) FOOT RIGHT-OF-WAY FOR HENDERSON ROAD, AND THE POINT OF BEGINNING;

THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING FIVE (5) COURSES AND **DISTANCES:** 

- SOUTH 32°41'38" WEST, A DISTANCE OF 21.76 FEET;
- 2. SOUTH 00°46'15" EAST, A DISTANCE OF 93.85 FEET;
- 3. SOUTH 89°13'45" WEST, A DISTANCE OF 26.00 FEET;
- 4. NORTH 00°46'15" WEST, A DISTANCE OF 112.00 FEET
- 5. NORTH 89°13'45" EAST, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE-DESCRIBED POCKET EASEMENT IS 0.069 ACRES (3021 SQUARE FEET) OF LAND, MORE OR LESS.

PROJ NO 226052 PREPARED BY: JONAS M. COLLIER DATE PREPARED: 07/14/2022 FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27th AVENUE BRIGHTON, CO 80601 303.659.6267 WO 202110047\_BOCC\_ADAMS\_COUNTY\_DESC.docx PRINTED: 7/14/2022 8:24:00 AM Jonas Collier, PLS

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#### **EXHIBIT "A"**

#### **EASEMENT CENTERLINE "A"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 34, AS MONUMENTED BY A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE SOUTH 88°24'08" EAST, A DISTANCE OF 1130.59 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1. SOUTH 26°07'04" WEST, A DISTANCE OF 145.40 FEET;
- 2. NORTH 75°05'19" WEST, A DISTANCE OF 294.02 FEET;
- 3. ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2863.16 FEET, AN ARC LENGTH OF 727.10 FEET, A CENTRAL ANGLE OF 14°33'01", AND A CHORD BEARING AND DISTANCE OF NORTH 79°54'07" WEST, 725.15 FEET;
- 4. NORTH 35°45'57" WEST A DISTANCE OF 1.90 TO THE **POINT OF TERMINUS**, FROM WHICH THE NORTH CENTER ONE-QUARTER CORNER OF SAID SECTION 34, BEING A #4 REBAR BEARS NORTH 03°31'22" WEST A DISTANCE OF 1278.58 FEET;

THE TOTAL LENGTH OF THE ABOVE-DESCRIBED EASEMENT CENTERLINE IS 1168.42 FEET, CONTAINING 1.201 ACRES (52318 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 AND EAST LINE OF SAID POCKET EASEMENT "A" AND ON A LINE PERPENDICULAR TO THE ABOVE-DESCRIBED EASEMENT CENTERLINE AT THE POINT OF BEGINNING. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

#### **EASEMENT CENTERLINE "B"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 34, AS MONUMENTED BY A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS; THENCE NORTH 33°11'34" EAST, A DISTANCE OF 62.17 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. THENCE NORTH 86°06'08" WEST A DISTANCE OF 78.47 FEET:
- 2. THENCE SOUTH 89°13'45" WEST A DISTANCE OF 255.59 FEET TO THE **POINT OF TERMINUS**, FROM WHICH THE NORTH CENTER ONE-QUARTER CORNER OF SAID SECTION 34, BEING A #4 REBAR BEARS NORTH 12°50'30" EAST A DISTANCE OF 1296.94;

THE TOTAL LENGTH OF THE ABOVE-DESCRIBED EASEMENT CENTERLINE IS 816.21 FEET, CONTAINING 0.007 ACRES (334 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 WEST LINE OF SAID POCKET EASEMENT "A" AND A LINE PERPENDICULAR TO THE ABOVE-DESCRIBED EASEMENT CENTERLINE AT THE POINT OF TERMINUS. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

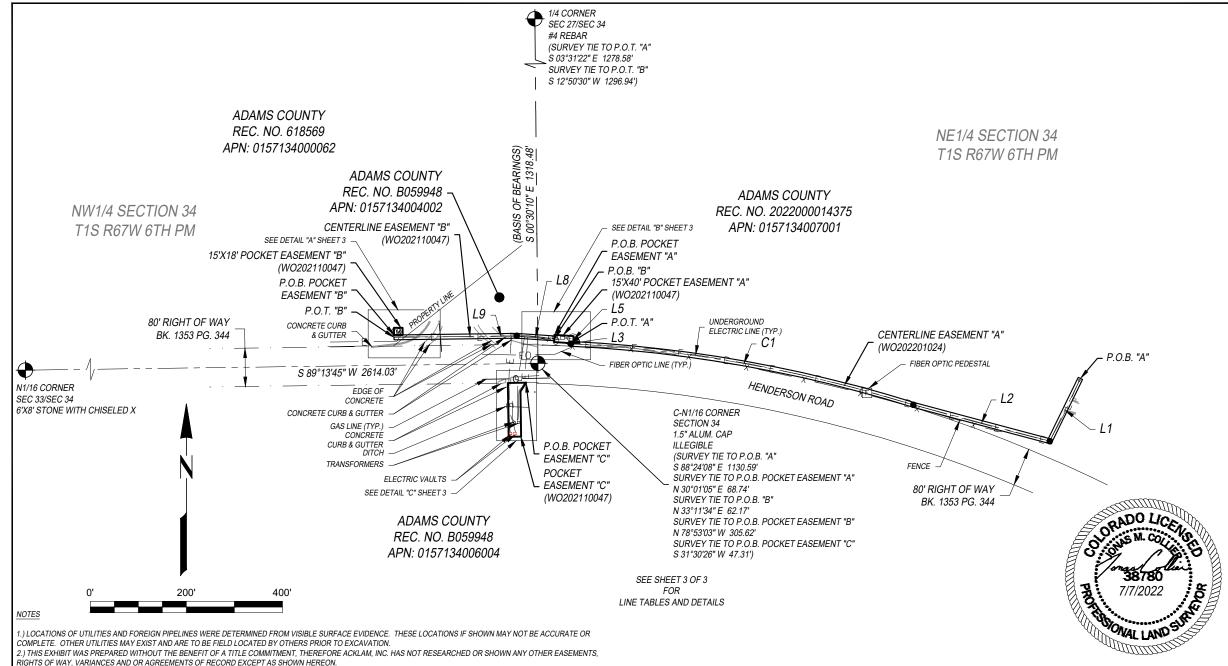
#### NOTES:

- 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 0.999733069.
- 5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE NORTH BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 34, BEING A #4 REBAR, AND ON THE SOUTH BY THE CENTER-NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 34, BEING A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS AND BEARS SOUTH 00°03'10" EAST.

  REVISIONS

PROJ. NO. 226052
PREPARED BY: JONAS M. COLLIER
DATE PREPARED: 07/14/2022
FOR AND ON BEHALF OF ACKLAM, INC.
133 S. 27<sup>th</sup> AVENUE BRIGHTON, CO 80601
303.659.6267
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- THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET
- 5.) NOTICE: 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 FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 6.) THIS EXHIBIT WAS PREPARED BY JONAS M. COLLIER, PLS 38780, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601
- 7.) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.

# Acklam, Inc.

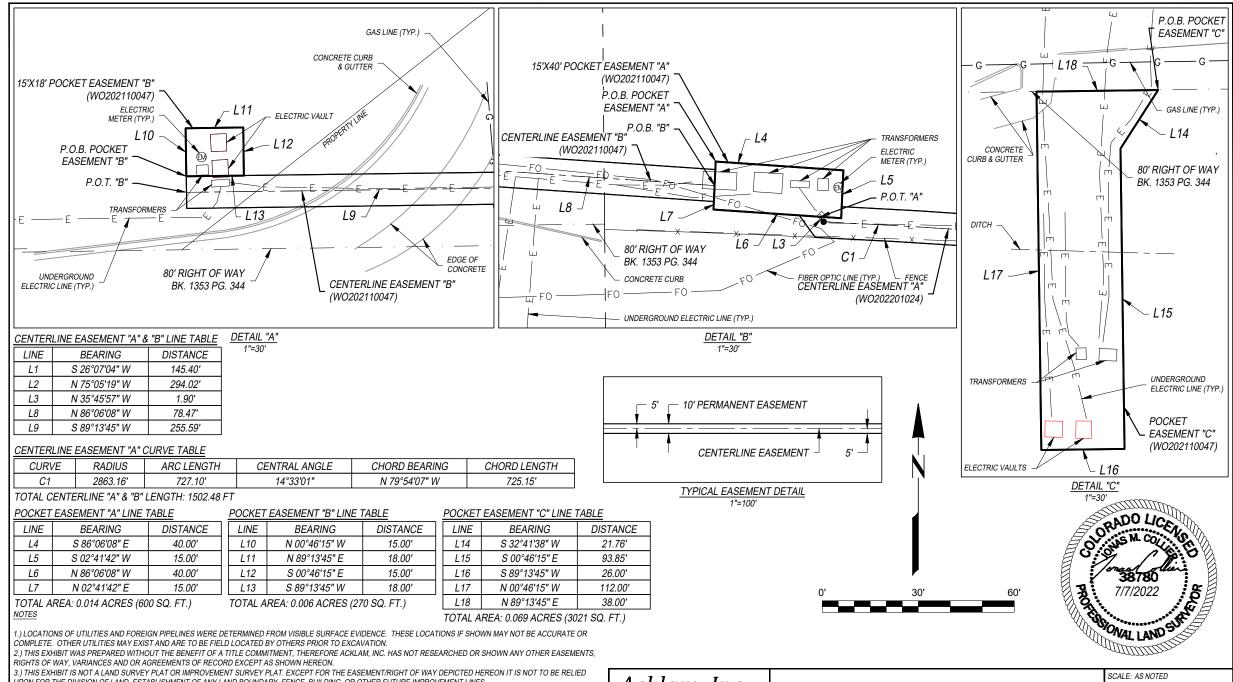
133 S. 27th Avenue Brighton, CO 80601

11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171

**UNITED POWER** EXHIBIT "A" ILLUSTRATION N1/2 SECTION 34 T1S R67W 6TH PM, ADAMS COUNTY, COLORADO

SCALE: 1"=200' DATE: 06/08/22 JOB NO.: 226052 & 226053 JOB NAME: ROAD WIDENING & ROUNDABOU SHEET 3 OF 4 RWC 07/07/22

WORK ORDER NO.: 202110047 & 2022010



- 4.) 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). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET
- 5.) NOTICE: 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 FROM THE DATE OF
- 6.) THIS EXHIBIT WAS PREPARED BY JONAS M. COLLIER, PLS 38780, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601
- 7.) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF

## Acklam, Inc.

133 S. 27th Avenue Brighton, CO 80601

11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171

**UNITED POWER** EXHIBIT "A" ILLUSTRATION N1/2 SECTION 34 T1S R67W 6TH PM, ADAMS COUNTY, COLORADO DATE: 06/08/22 JOB NO.: 226052 & 226053 JOB NAME: ROAD WIDENING & ROUNDABOU SHEET 4 OF 4 RWC 07/07/22

WORK ORDER NO.: 202110047 & 202201

### Illustration