

R/W # _____

GRANT OF EASEMENT

The Board of Commissioners of Adams County, Colorado a body corporate and politic, 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 underground or surface mounted in the designated electrical sleeve shown in Exhibit A 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 immediately adjacent to and from the easement described in Exhibit A to survey, construct, operate, maintain, replace, 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 also have the right to use any portion of the adjacent lands of Grantor reasonably necessary for surveying, 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 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, 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 understands and agrees that the easement crosses Brantner Ditch. Grantee's easement shall be subordinate to the Brantner Ditch rights. Grantee shall be solely responsible for any damage to the Brantner Ditch caused by Grantee, its employees, contractors, and agents.

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. Furthermore, Grantee shall promptly repair and replace any damage it shall do to Grantor's property caused by its use or ingress to and egress from said easement.

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.

Executed and delivered this _____ day of _____ 2019

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

ATTEST:
JOSH ZYGIELBAUM, CLERK AND RECORDER

BY:

APPROVED AS TO FORM:

Adams County Attorney’s Office

GRANTEE:
UNITED POWER, INC.

By (Title):

Name Printed

Exhibit “A”

United Power, Inc. Legal Description dated 5/31/2018
United Power, Inc. Illustration dated 3/29/2018
Riverdale Animal Shelter Illustration by Martin/Martin Sheet Number C300