

For IREA Use Only	
Section <u>1</u>	Township <u>8S</u>
Range <u>67W</u>	
W/O # <u>SSS2248</u>	
Grid # _____	

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**  
 5496 North U.S. Highway 85, P.O. Drawer A  
 Sedalia, Colorado 80135  
 303-688-3100

**GENERAL RIGHT-OF-WAY EASEMENT**  
 (Underground Access)

KNOW ALL MEN BY THESE PRESENTS, that TOWN OF CASTLE ROCK, A COLORADO MUNICIPAL CORPORATION Grantor, for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado Corporation (hereinafter called the "Association"), whose address is 5496 North U.S. Highway 85, Sedalia, Colorado 80135, and to its successors or assigns, a non-exclusive right-of-way and easement 15 feet in width for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of an underground electric transmission and/or distribution line or system including underground cables, wires, conduits, manholes, splicing boxes, testing terminals located on the surface or underground, and other attachments and incidental equipment and appurtenances upon, over, under, and across the following premises belonging to the said Grantor situated in the County of DOUGLAS and State of Colorado, and more particularly described as follows:

ATTACHED EXHIBIT A and Legal Description; Located within a Tract Recorded at Reception #2008067427 and 199880784.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, for the installation and maintenance of said line, the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstruction that may interfere with or threaten to endanger the operation, maintenance, and repair of said line or system; to place location markers on the surface, on or beyond said right-of-way and easement for the said underground facilities, where appropriate; to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association, or corporation for electrification or communication purposes; and to open and close any fences crossing said right-of-way and easement or, when agreed to by Grantor, to install gates and stiles in said fences; and together with the right to use that portion of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

The undersigned agrees that all wires and other facilities installed under or across the above described lands by the Association shall remain the property of and may be removed at the option of the Association.

Grantor for himself/herself, his/her heirs, executors, administrators, successors, and assigns, while reserving the right to use said strip of land for all purposes not inconsistent with the rights herein granted to said Association, hereby covenants that no structures shall be erected, or combustible material or property shall be permitted, on said strip, and that the said strip shall not be used in any manner which will interfere with or damage the facilities installed pursuant to this grant, or interfere with the maintenance, repair, and replacement of said facilities.

In the event that Grantor develops Woodlands Blvd. or associated roadways and appurtenances in a manner that conflicts with this easement, Grantor shall grant the Association a permanent easement for the Association's facilities in allocation deemed acceptable to both parties at no cost to the Association, and the Association shall remove and relocate its facilities at the Association's expense. If the line is relocated to another easement, this easement shall be vacated by the Association. If the line is relocated to or remains in Right-of-Way, no easement shall be granted.

The undersigned covenants that he/she is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except the following:

---



---



---

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

In the presence of

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature

STATE OF COLORADO

)

) ss.

County of

)

\_\_\_\_\_  
Signature

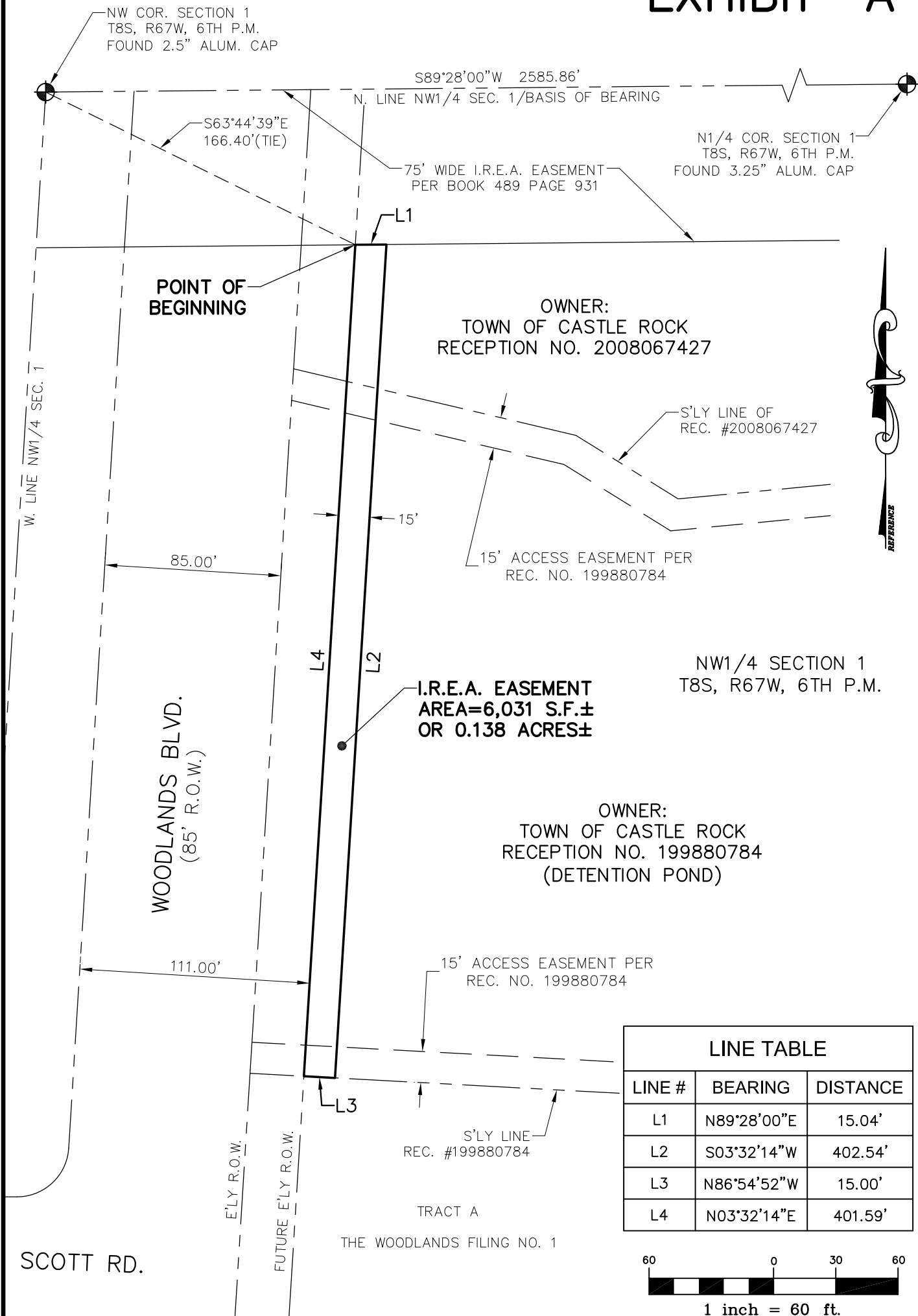
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_  
Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT "A"



- 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, Inc.  
professional land surveying consultants  
9145 E. Kenyon Ave., Suite 101, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: R.M.  
CHKD. BY: C.J.  
DATE: 06/09/15  
SCALE: 1" = 60'

FILE: R11334-2.dwg  
SHEET: 1 OF 2  
W/O #: SSS2248

UTILITY  
EASEMENT

# LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2008067427 AND AT RECEPTION NO. 199880784, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 1, ASSUMED TO BEAR S89°28'00"W A DISTANCE OF 2585.86 FEET FROM A 3.25" ALUMINUM CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 1 TO A 2.5" ALUMINUM CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 1;

BEGINNING AT A POINT OF THE SOUTHERLY SIDE OF AN EXISTING 75' INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION EASEMENT PER BOOK 489, PAGE 931, SAID POINT BEARS S63°44'39"E A DISTANCE OF 166.40 FEET FROM SAID NORTHWEST CORNER OF SECTION 1;

THENCE N89°28'00"E ALONG SAID SOUTHERLY SIDE OF EXISTING EASEMENT, A DISTANCE OF 15.04 FEET; THENCE S03°32'14"W A DISTANCE OF 402.54 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AT RECEPTION NO. 199880784; THENCE N86°54'52"W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 15.00 FEET; THENCE N03°32'14"E A DISTANCE OF 401.59 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTH QUARTER CORNER OF SECTION 1 BEARS N87°42'15"E A DISTANCE OF 2438.48 FEET;

SAID PARCEL CONTAINS 6,031 SQUARE FEET OR 0.138 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. Julian*  
\_\_\_\_\_  
CHRISTOPHER P. JULIAN, P.L.S. 31158  
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

06/09/15  
\_\_\_\_\_  
DATE