

# REQUEST FOR BOARD ACTION

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**To:** ESD Board of Education  
**From:** ESD Finance Director, Ron Patera  
**Date:** June 20, 2019  
**Business Date:** June 24, 2019  
**Subject:** IREA utility easement



**RECOMMENDATION:**

Approve agreement as presented.

**BACKGROUND AND FINDINGS:**

Intermountain Rural Electric Association (IREA) has designed a project to build new underground power lines from the Elizabeth substation to improve electric reliability and service capability in the area. To accomplish this, IREA will need to acquire an easement on district property. The easement is approximately 15 feet wide and will be adjacent to the property line near Road Right of Way area. The total area of the proposed easement is 0.641 acres, more or less. The exact location is shown on the enclosed Exhibit "A" attached to the General Right-of-Way Easement Agreement.

At this time IREA's representative has sent an agreement for district approval. The District's attorney has reviewed the document and has made changes to the agreement. The edited agreement has been returned for their legal staff to review and approve. Since there is not an agreement that staff feels comfortable for final approval Monday night and the next BOE meeting is not until August, our attorney has crafted a motion that allows the BOW to approve the agreement subject to final review and authorizes the Superintendent to finalize the agreement. The entire motion is at the bottom of this document.

The agreement with our attorney's recommended changes follows this memo and also includes a legal description, along with the earlier referenced exhibit.

**Recommended motion:**

I move to approve the Utility Underground Access Easement with Intermountain Rural Electric Association as presented, subject to final review and approval by legal counsel, and delegate the Board's authority to grant this easement interest in real property owned by the District to the Superintendent so he can finalize and execute this Easement when the terms and conditions are finally reviewed and approved by the District's counsel.

For IREA Use Only		
Township: 8	Range: 64	Section: 7
W/O #: SSS 5455		
Legal:		
W 1/2 of Section 7, Township 8 S, Range 64 W		
Elbert County		
Engineer: Trevar Britton, HDR		

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

**UTILITY UNDERGROUND ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that

The Elizabeth School District

("Grantor"), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, without warranty, unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado non-profit corporation and electric cooperative association ("the Association"), a perpetual non-exclusive easement 15 feet feet in width ("the Easement") for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of electric transmission, electric distribution, and communication facilities attached to poles or other supports, together with guy-wires, overhead and underground cables, wires, conduits, transformers, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment associated with the utility systems owned and operated by the Association (collectively "the Facilities") located upon, over, under, and across the following real property belonging to Grantor situated in the County of Elbert, 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 or outside of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon or beyond the Easement to identify any underground Facilities; to open and close any fences crossing the Easement or, when agreed to by Grantor, to install gates and stiles in such fences; 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; provided, however, that the Association shall have no right to occupy the surface of the Easement; no right to store or stockpile materials, vehicles or equipment on the Easement; and no right, except as otherwise provided herein, to make permanent alterations to the grade, elevation, surface, landscaping or surface improvements of the Easement. The Association, at its expense, shall install, maintain, replace, and operate the Facilities with the industry standard of care and all applicable laws and regulations, including but not limited to drainage, safety, grading, and construction; exercise all necessary and reasonable care throughout its use of the Easement to prevent loss, damage or injury to Grantor and to Grantor's property, and restore the surface and any improvements, including landscaping, of the Easement substantially to its original level and condition. The Association shall repair any damage to the Easement, and to lands owned by Grantor immediately adjacent to the Easement, that is proximately caused by or results from any activity by or on behalf of Association, including, without limitation, subsidence or erosion relating to the Facilities. Within a reasonable time after completion of initial construction of the Facilities or modifications thereto, the Association will provide Grantor with an as-built drawing and an unlocked electronic CAD file (.dwg file extension), showing the dimensions and horizontal and vertical locations of all Facilities installed in the Easement.

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

Grantor for itself, its successors, and assigns, reserves the right to use the Easement for all purposes not inconsistent with the rights herein granted to the Association, including construction, maintenance or replacement of improvements in, under and upon the Easement, and that the Easement shall not otherwise be used in any manner that unreasonably interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The Association 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, shall indemnify and hold Grantor, its successors or assigns, free and harmless against any and all loss, damage, claims, demands and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorney's fees) that Grantor may suffer or incur or to which Grantor may be made liable due to (i) the Association's performance or exercise or failure to perform or exercise any rights contemplated hereunder or (ii) the construction, repair, use, operation, replacement, removal or presence of the Association's Facilities on the Easement.

In the presence of: \_\_\_\_\_

Grantor

Signature

ITS

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_

Witness my hand and official seal.

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

Notary Public

# LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT BOOK 520 PAGE 987, FILED IN THE ELBERT 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 WEST LINE OF SAID SECTION 7, ASSUMED TO BEAR N00°13'19"W A DISTANCE OF 5272.32 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 7 TO THE NORTHWEST CORNER OF SAID SECTION 7;

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID BOOK 520 PAGE 987, SAID POINT BEARS S01°15'24"E A DISTANCE OF 1661.17 FEET FROM SAID NORTHWEST CORNER OF SECTION 7;

THENCE CONTINUING ALONG SAID NORTHERLY LINE N88°11'48"E A DISTANCE OF 15.01 FEET; THENCE S00°13'19"E A DISTANCE OF 1,862.83 FEET TO THE SOUTHERLY LINE OF SAID BOOK 520 PAGE 987 ; THENCE S89°46'41"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 13; THENCE N00°13'19"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 1,862.42 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHWEST CORNER OF SECTION 7 BEARS S00°15'14"W A DISTANCE OF 3611.54 FEET;

SAID PARCEL CONTAINS 27,938 SQUARE FEET OF LAND OR 0.641 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.  
04/16/19



Precision Survey & Mapping, Inc.

Professional Land Surveying Company

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

Tel: (303) 753-9799 Fax: (303) 753-4044

DRN. BY: SJB

CHKD. BY: JN

DATE: 04/16/19

FILE: R12476

SHEET: 2 OF 2

SCALE: 1" = 300'

UTILITY  
EASEMENT

# EXHIBIT "A"

NW COR. SEC. 7

S01°15'24"E  
1661.17'(TIE)

POINT OF  
BEGINNING

OWNER: DARYL G. & PEGGY J. EVANS  
RECEPTION NO. 287355

I.R.E.A. EASEMENT  
AREA=27,938 S.F.±  
OR 0.641 ACRES±

N'LY LINE  
BOOK 520  
PAGE 987

W1/2 SEC. 7, T8S,  
R64W

OWNER: ELIZABETH SCHOOL  
DISTRICT  
BOOK 520 PAGE 987

BASIS OF BEARING  
W. LINE SEC. 7  
N00°13'19"W 5272.32'

L4

L2

COUNTY ROAD 13

E'LY  
R.O.W.  
C.R. 13

SW COR. SEC. 7  
T8S, R64W, 6TH P.M.  
FND. 3.25" ALUM.  
CAP

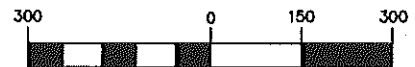
L3

OWNER: LOLA HUSTON & TERESA GASPAR  
BOOK 490 PAGE 142

S'LY LINE  
BOOK 520  
PAGE 987

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N88°11'48"E	15.01'
L2	S00°13'19"E	1862.83'
L3	S89°46'41"W	15.00'
L4	N00°13'19"W	1862.42'



1 inch = 300 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, Inc.

Professional Land Surveyors

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

Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: SJB

CHKD. BY: JN

DATE: 04/16/19

FILE: R12476

SHEET: 1 OF 2

SCALE: 1" = 300'

## UTILITY EASEMENT