

**GRANT OF UTILITY EASEMENT
(Underground)**

THIS GRANT OF UTILITY EASEMENT (“Grant of Easement”) is given this ____ day of _____, 2024, by **PINE CORPORATE SOLUTIONS, LLC**, a Colorado limited liability company, whose address is 6334 South Racine Circle, Suite 100, Centennial, Colorado 80111 (“Grantor”), to the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (“Grantee”). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually as a “Party.”

The Parties hereby covenant and agree as follows:

1. Easement Property. The “Easement Property” shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein.
2. Consideration. Grantor hereby makes this Grant of Easement for and in consideration of the sum of THIRTEEN THOUSAND FIFTY DOLLARS and no Cents (\$13,050.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive underground utility easement (“Easement”) on, over, through and across the Easement Property for the installation and continued use, operation, maintenance, construction, repair, alteration and replacement (the “Work”) of underground utility service facilities, together with underground cables, wires, pipes, mains, ducts, transmission/distribution line systems, conduits, manholes and other incidental equipment such as surface mounted transformers, pedestals and cabinets (collectively the “Public Improvements”).
4. Retained Rights of Grantor and Prohibited Uses. Grantor reserves the right of ownership, use and occupancy of the Easement Property, insofar as said ownership, use and occupancy does not impair the rights granted to Grantee by this Grant of Easement. Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Property, unless specific written permission is obtained from Grantee. Grantor shall be prohibited from constructing any structures or improvements or installing any shrubs, woody plants or nursery stock within the Easement Property, unless specific written permission is obtained by Grantee. Grantee shall have the right to permit and allow use of the Easement Property by third party public utility providers and other governmental entities, provided however, Grantee shall only permit underground utilities. Grantor shall obtain the written consent of Grantee prior to granting any additional easements or other rights to use the Easement Property. Grantee agrees it will not unreasonably withhold such consent provided all such proposed uses or improvements shall be reviewed, approved, permitted and inspected by Grantee in accordance with Grantee’s criteria, standards and regulations, as amended. Any unauthorized structures placed within the Easement Property by Grantor, or with Grantor’s permission, may be removed by Grantee without notice.
5. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing the Work with regard to the Public Improvements, and this grant of easement shall not be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

6. Compliance with the Conservation Easement. The Easement Property is encumbered by a Deed of Conservation Easement dated December 26, 2001 and recorded at Reception No. 01125506 and an Assignment of Interests recorded November 22, 2005 at Reception No. 2005112449 (the "Conservation Easement"). Grantor and Grantee have received approval from Douglas Land Conservancy to perform the Work with regard to the Public Improvements, provided that the Work: (i) is completed in compliance with the Conservation Easement, (ii) does not otherwise constitute a violation of the Conservation Easement, (iv) is performed by Grantee in accordance with the terms and conditions of this Grant of Easement to minimize damage to the conservation values identified in the Conservation Easement, and (v) Grantee shall promptly repair or replace any infrastructure on the Easement Property that is disturbed as a result of the Work within the Easement Property.

7. Removal of Vegetation. Grantee, its authorized agents, assigns or contractors, shall have the right to remove shrubs, woody plants and nursery stock (singularly and collectively the "Vegetation") from within the Easement Property that may interfere with the Public Improvements; provided however, Grantee shall use reasonable efforts to protect Vegetation from disturbance and shall not clear and grub any areas. Certain Vegetation may be identified by Grantor as to be protected, and Grantee shall use reasonable efforts to protect said Vegetation (and inform Grantor if not possible).

8. Repair and Restoration. Grantee's authorized agents or contractors may use truck or track-mounted equipment during the Work, which is normal and customary for similar work. Grantee's completion of the Work shall be done with care, and Grantee shall exercise care to prevent injury to livestock and disturbance of the land during the Work. Grantee shall restore the surface of the Easement Property and any disturbed areas as nearly as reasonably possible to their pre-existing condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations, which shall include contouring and stabilizing the surface of the ground and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully re-established, including applying and re-applying the Approved Seed Mix over multiple growing seasons if necessary. Grantee shall be responsible for the control and eradication of weeds within the Easement Property due to Work on the Public Improvements and for the control and eradication of weeds that may grow on adjacent lands outside of the Easement Property due to Work on the Public Improvements.

9. Removal of Equipment. Upon completion of the activities authorized by this Grant of Easement, Grantee shall promptly remove all materials, debris and equipment utilized to conduct the Work from the Easement Property.

10. Compliance with Laws. Grantee shall cause all Work on the Easement Property to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge with regard to any Work performed.

11. Endangered Species Act. The Easement Property may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Grantee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

12. Release. Grantee, to the extent permitted by law, for itself and those claiming through Grantee, hereby releases Grantor and Douglas Land Conservancy, and their respective beneficiaries, and their

respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations on, or use of, the Easement Property by Grantee and its agents, assigns or contractors.

13. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Property by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Property caused or permitted by Grantee results in any contamination of the Easement Property, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Property to the condition existing prior to the introduction of any such Hazardous Material to the Easement Property, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Property. As used in this Grant of Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

14. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Property related in any manner to any activities by or through Grantee or its contractors pursuant to this Grant of Easement; and, if any such liens are placed on any portion of the Easement Property, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

15. Warranties and Disclaimers. Grantor makes no warranties or representations with respect to the Easement Property, including, without limitation, the condition and state of repair of the Easement Property, the suitability of the Easement Property for Grantor's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Property by reason of access easements granted by Grantor or otherwise.

16. Notice. Grantee shall notify Grantor orally or in writing a minimum of forty eight (48) hours prior to entering the Easement Property to perform any Work.

17. General Provisions.

a. Controlling Law. The interpretation and performance of this Grant of Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Grant of Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Grant of Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Grant of Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant of Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Grant of Easement is entered into by and between Grantor and Grantee and is solely for the benefit of Grantor and Grantee, and Douglas Land Conservancy, which is an express third-party beneficiary of this Grant of Easement, and their respective successors and assigns for the

purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee and Douglas Land Conservancy.

e. Amendment. Any amendment shall be in writing and signed by both Parties, and must be approved in writing by Douglas Land Conservancy, or such amendment will be deemed null and void.

f. No Waiver of Governmental Immunity. Grantor, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purposes of this Grant of Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Recitals. All recitals are hereby incorporated into the Grant of Easement.

j. Counterparts. This Grant of Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

k. Successors and Assigns. This Grant of Easement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Grant of Easement is made by Grantor and accepted by Grantee as of the day and year first above written.

GRANTOR:

PINE CORPORATE SOLUTIONS, LLC.
a Colorado limited liability company

By: _____
Name: NIGEL BROWNSOHN
Title: DIRECTOR

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 01 day of October, 2024, by Nigel Brownsohn as Director of Pine Corporate Solutions, LLC, a Colorado limited liability company.

My commission expires: Oct 17, 2027.

Witness my hand and official seal.

Gullezahra Ali
Notary Public

GULLEZAHRA ALI
Notary Public
State of Colorado
Notary ID: 20234039451
My Commission Expires Oct. 17, 2027

GRANTEE:

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF COLORADO**

Attest

BY: _____
GEORGE TEAL, Chair

By: _____
Hayley Hall,
Deputy Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by George Teal, as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

My commission expires: _____

Witness my hand and official seal.

Notary Public



**EXHIBIT A
LEGAL DESCRIPTION
PINE CORPORATE PERMANENT EASEMENT**

A 15 FOOT WIDE PERMANENT EASEMENT BEING A PORTION OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2005048195 OF THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 22561 IN RANGE BOX WHENCE A LINE TO THE NORTHWEST CORNER OF SAID SECTION 11, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS N 00°08'15" E, A DISTANCE OF 2688.59 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE N 89°29'47" E, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 2005048195 OF SAID CLERKS' OFFICE, SAID CORNER ALSO BEING A POINT ON THE CURRENT EASTERLY RIGHT OF WAY LINE PINE DRIVE; THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2005048195, ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, N 89°29'47" E, A DISTANCE OF 77.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE N 01°46'17" E, A DISTANCE OF 161.13 FEET TO THE **POINT OF BEGINNING**:

THENCE N 89°51'45" W, A DISTANCE OF 15.01 FEET; THENCE N 01°46'17" W, A DISTANCE OF 138.62 FEET; THENCE N 00°08'15" E, A DISTANCE OF 317.47 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3040.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 101.30 FEET, WHOSE CHORD BEARS N 00°49'01" W, A DISTANCE OF 101.29 FEET;

THENCE N 01°46'18" W, A DISTANCE OF 200.19 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2960.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 98.63 FEET, WHOSE CHORD BEARS N 00°49'01" W, A DISTANCE OF 98.63 FEET;



THENCE N 00°08'15" E, A DISTANCE OF 844.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2005048195 ALSO BEING THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 2016088541 OF SAID CLERK'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF SAID RECEPTION NO. 2005048195 ALSO BEING THE SOUTHERLY LINE OF SAID RECEPTION NO. 2016088541, N 89°52'20" E, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, S 00°08'15" W, A DISTANCE OF 844.10 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2945.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 98.13 FEET, WHOSE CHORD BEARS S 00°49'01" E, A DISTANCE OF 98.13 FEET;

THENCE S 01°46'18" E, A DISTANCE OF 200.19 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3055.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 101.80 FEET, WHOSE CHORD BEARS S 00°49'01" E, A DISTANCE OF 101.79 FEET;

THENCE S 00°08'15" W, A DISTANCE OF 317.22 FEET; THENCE S 01°46'17" E, A DISTANCE OF 138.87 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 25,504 SQUARE FEET OR 0.58 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 PINE CORPORATE PE

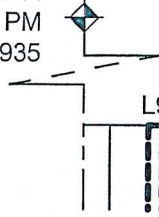
PINE CORPORATE PE
 DC ASSESSOR # 2233-110-00-016
 15.00 FOOT EASEMENT

EXHIBIT A

25,504 SQUARE FEET
 0.58 ACRES +/-

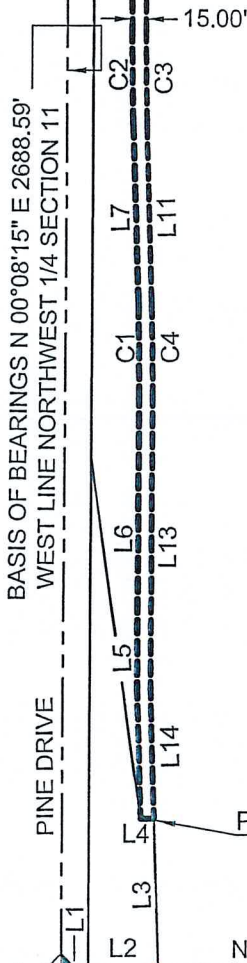
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NW COR SEC 11
 T6S R66W 6TH PM
 2.5" ALUM. CAP PLS 6935



REC. NO. 2016088541

BREAK LINE



OWNER: PINE CORPORATE SOLUTIONS LLC
 ADDRESS: 12750 N. PINE DRIVE, PARKER, CO 80138
 METES AND BOUNDS
 WARRANTY DEED REC. NO. 2005048195

NW QUARTER SECTION 11
 T 6 S R 6 6 W 6TH PM
 DOUGLAS COUNTY, COLORADO

POINT OF
 COMMENCEMENT
 W 1/4 COR SEC 11
 T6S R66W 6TH PM
 3.25" ALUM. CAP
 IN RANGE BOX
 PLS 22561

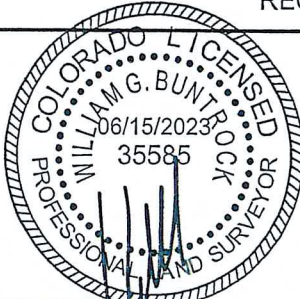
POINT OF BEGINNING

SOUTH LINE
 NW 1/4 SECTION 11

REC. NO. 2014054192

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.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	06/15/2023
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 200'

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.

PINE CORPORATE PE
 DC ASSESSOR # 2233-110-00-016
 15.00 FOOT EASEMENT

EXHIBIT A

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25,504 SQUARE FEET
 0.58 ACRES +/-

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

LINE	BEARING	DISTANCE
L1	N 89°29'47" E	30.00'
L2	N 89°27'42" E	77.00'
L3	N 01°46'17" W	161.13'
L4	N 89°51'45" W	15.01'
L5	N 01°46'17" W	138.62'
L6	N 00°08'15" E	317.47'
L7	N 01°46'18" W	200.19'
L8	N 00°08'15" E	844.03'
L9	N 89°52'20" E	15.00'
L10	S 00°08'15" W	844.10'
L11	S 01°46'18" E	200.19'
L13	S 00°08'15" W	317.22'
L14	S 01°46'17" E	138.87'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°54'33"	3040.00'	101.30'	N 00°49'01" W	101.29'
C2	1°54'33"	2960.00'	98.63'	N 00°49'01" W	98.63'
C3	1°54'33"	2945.00'	98.13'	S 00°49'01" E	98.13'
C4	1°54'33"	3055.00'	101.80'	S 00°49'01" E	101.79'



DATE	06/15/2023
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 200'