

# REQUEST FOR BOARD ACTION

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**To:** ESD Board of Education  
**From:** ESD Finance Director, Ron Patera  
**Date:** February 5, 2020  
**Business Date:** February 10, 2020  
**Subject:** Town of Elizabeth trail project

## **RECOMMENDATION:**

Approve agreements as presented.

## **BACKGROUND AND FINDINGS:**

The Town of Elizabeth has started work on a multi-use trail project. The project consists of a multi-use trail that would extend through the community. The trail alignment is designed to begin at Casey Jones Park and extend south to Running Creek Elementary School and South Elbert Street.

To assist in this project, IREA will take this opportunity to underground some utilities on district property. The attached easement agreement from IREA will remove the electrical poles in front of Running Creek Elementary School, then underground the electrical to the school, and in turn underground electrical from the school to Harvest Bible Church.

In addition to the electrical lines being undergrounded with the trail in front of the school, as well as the easement the district already granted for the trail on the south side of the school, the Town will be doing pedestrian/crosswalk improvements on Elbert in front of the school. Those might not be complete by the end of this school year, but they will be ready by the new school year.

The easement in your packet has been reviewed by the law firm of Caplan and Earnest LLC. Some changes in the agreement have been implemented due to their evaluation.

Recommended motion:

I move to approve the Utility Underground Access Easement agreement and authorize the Board President and Secretary to sign the easement agreement.

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**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 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") and to its successors or assigns, a perpetual non-exclusive easement 15 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 in compliance with 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 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 caused by any activity by or on behalf of Association, including, without limitation, subsidence or erosion relating to the Facilities.

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.

Upon request of the Grantor, the Association agrees to relocate its Facilities to another location on the Easement, hereinafter referred to as the ("New Location") provided: (i) the New Location is similar to the Association's existing location in size and is fully compatible for the Association's use in the Association's reasonable determination; (ii) Grantor pays all costs incurred by the Association for relocating the Facilities to the New Location and improving the New Location so that it is fully compatible for the Association's use, in Association's reasonable determination; (iii) Grantor gives the Association at least one hundred eighty (180) days' written notice prior to requiring the Association to relocate; and (iv) the Association's use of the Easement is not unreasonably interrupted or diminished during the relocation and the Association is allowed, if necessary, in the

Association's reasonable determination, to place a temporary installation on the Easement during any such relocation.

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, hereby covenants that no structures shall be erected upon, over, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, over, under, or across 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.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except matters of record.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the presence of:

ELIZABETH SCHOOL DISTRICT

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF ELBERT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020. by

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

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

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

E MAPLE ST

# EXHIBIT "A"

F LY LINF RK  
422 PG 646

OWNER:  
H ARVEST B I B L E C H U R C H O F  
E L I Z A B E T H  
R E C . N O . 3 4 9 0 0 3

NE1/4 SEC. 18  
T8S, R64W, 6TH P.M.

POINT OF  
BEGINNING  
PARCEL "A"

S'LY LINE REC.  
NO. 349003

N80°32'28" E  
293.03'(TIE)

FOUND 5/8"  
IRON  
ROD - NO CAP  
W COR. B422  
646

W'LY LINE B422 P646  
N00°24'03" W 221.72'  
BASIS OF BEARING

PARCEL "A" I.R.E.A. EASEMENT  
AREA=5,186 S.F.±  
OR 0.119 ACRES±

OWNER:  
E L I Z A B E T H S C H O O L D I S T R I C T  
N O . C - 1  
B O O K 4 2 2 P A G E 6 4 6  
P A R C E L N O . 8 4 1 8 1 3 3 0 0 1

---c 114 COR. i c 18  
T8S, R64W, 6TH P.M.  
FOUND 2" ALUM.  
CAP-L.S #8935  
SW COR. B422 P646

N. LINE  
SE1/4 SEC. 18

PARCEL "B" I.R.E.A. EASEMENT  
AREA=22,809 S.F.±  
OR 0.524 ACRES±

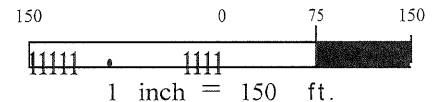
POINT OF  
BEGINNING  
PARCEL "B"

N89°35'57" E  
37.59'(TIE)

POINT "A"

OWN ER M K N L L C  
B O O K 5 6 5 P A G E 9 6 5

SE1/4 SEC. 18  
T8S, R64W, 6TH P.M.



- 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

9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel: (303) 753- 9799 Fax: (303) 753- 4044

DRN. BY: SJB

CHKD. BY: JN

DATE: 12/06/19

FILE: R12903

SHEET: 1 OF 4

SCALE: 1" = 150'

## UTILITY EASEMENT

# EXHIBIT "A" LINE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N80° 32'28"E	10.01'
L2	S07°31'15"E	109.50'
L3	S62°09'25"W	32.67'
L4	S39°24'33"W	10.35'
L5	S21° 28' 19"W	36.36'
L6	S00°48'16"E	189.62'
L7	S13°45'39"W	26.72'
L8	S47°59'52"E	13.41'
L9	S19°41'56"E	29.96'
L10	S03°21'57"E	33.61'
L11	S02°08'39"W	37.44'
L12	S89°35'57"W	10.01'
L13	N02° 08' 39"E	37.40'
L14	N03°21'57"W	31.69'
L15	N19°41'56"W	26.01'
L16	N47°59'52"W	16.87'
L17	N13° 45' 39"E	31.43'
L18	N00° 48' 16"W	190.31'
L19	N21° 28' 19"E	39.91'
L20	N39°24'33"E	13.94'
L21	N62°09'25"E	27.72'
L22	N07°31'15"W	102.20'

NO.	BEARING	DISTANCE
L23	N81°29'26"E	667.46'
L24	N52°56' 42"E	13.41'
L25	N12°06' 01"W	133.86'
L26	N04° 26'23"W	72.37'
L27	N14°19'29"W	90.42'
L28	N03° 06'03"W	42.38'
L29	N09°53'23"W	77.68'
L30	N16°20' 13"W	51.86'
L31	N25°17' 49"W	24.06'
L32	S78°14'02"W	13.96'
L33	N11°45'58"W	10.00'
L34	N78°14'02"E	21.84'
L35	S25° 17' 49"E	32.72'
L36	S16°20'13"E	53.21'
L37	S09°53'23"E	78.84'
L38	S03°06'03"E	41.99'
L39	S14°19'29"E	90.30'
L40	S04°26'23"E	72.56'
L41	S12°06'01"E	145.65'
L42	S09°27'32"E	24.60'
L43	S81°29' 26"W	479.85'
L44	S89° 35'57"W	212.69'

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
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SCALE: 1" = 150'

**UTILITY  
EASEMENT**

# LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 18, 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 422, PAGE 646, 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 WESTERLY LINE OF SAID BOOK 422, PAGE 646, ASSUMED TO BEAR N00°23'42"W A DISTANCE OF 221.70 FEET FROM A 2" ALUMINUM CAP L. S. #8935 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 18 TO A 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID BOOK 422 PAGE 646;

## PARCEL "A"

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RECEPTION NUMBER 349003, SAID POINT BEARS N80°32'28"E A DISTANCE OF 293.03 FEET FROM SAID 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF BOOK 422 PAGE 646;

THENCE N80°32'28"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.01 FEET; THENCE S031°15'E A DISTANCE OF 109.50 FEET; THENCE S62°09'25"W A DISTANCE OF 32.67 FEET; THENCE S39°24'33"W A DISTANCE OF 10.35 FEET; THENCE S21°28'19"W A DISTANCE OF 36.36 FEET; THENCE S00°48'16"E A DISTANCE OF 189.62 FEET; THENCE S13°45'39"W A DISTANCE OF 26.72 FEET; THENCE S41°59'52"E A DISTANCE OF 13.41 FEET; THENCE S19°41'56"E A DISTANCE OF 29.96 FEET; THENCE S03°21'57"E A DISTANCE OF 33.61 FEET; THENCE S02°08'39"W A DISTANCE OF 37.44 FEET TO POINT "A" AND THE SOUTHERLY LINE OF SAID BOOK 422 PAGE 646; THENCE S89°35'57"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.01 FEET; THENCE N02°08'39"E A DISTANCE OF 37.40 FEET; THENCE N03°21'57"W A DISTANCE OF 31.69 FEET; THENCE N19°41'56"W A DISTANCE OF 26.01 FEET; THENCE N41°59'52"W A DISTANCE OF 16.87 FEET; THENCE N13°45'39"E A DISTANCE OF 31.43 FEET; THENCE N00°48'16"W A DISTANCE OF 190.31 FEET; THENCE N21°28'19"E A DISTANCE OF 39.91 FEET; THENCE N39°24'33"E A DISTANCE OF 13.94 FEET; THENCE N62°09'25"E A DISTANCE OF 27.72 FEET; THENCE N031°15"W A DISTANCE OF 102.20 FEET TO THE POINT OF BEGINNING; WHENCE SAID CENTER QUARTER CORNER OF SECTION 18 BEARS S46°48'41"W A DISTANCE OF 394.32 FEET;

SAID PARCEL CONTAINS 5,186 SQUARE FEET OF LAND OR 0.119 ACRES, MORE OR LESS.

## PARCEL "B"

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID BOOK 422 PAGE 646, SAID POINT BEARS N89°35'57"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 37.59 FEET FROM SAID POINT "A".

THENCE N81°29'26"E A DISTANCE OF 667.46 FEET; THENCE N52°56'42"E A DISTANCE OF 13.41 FEET;



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SHEET: 3 OF 4

SCALE: 1" = 150'

# UTILITY EASEMENT

# LEGAL DESCRIPTION

THENCE N12°06'01"W A DISTANCE OF 133.86 FEET; THENCE N04°26'23"W A DISTANCE OF 72.37 FEET; THENCE N14°19'29"W A DISTANCE OF 90.42 FEET; THENCE N03°06'03"W A DISTANCE OF 42.38 FEET; THENCE N09°53'23"W A DISTANCE OF 77.68 FEET; THENCE N15°20'13"W A DISTANCE OF 51.86 FEET; THENCE N25°17'49"W A DISTANCE OF 24.06 FEET; THENCE S78°14'02"W A DISTANCE OF 13.96 FEET; THENCE N11°45'58"W A DISTANCE OF 10.00 FEET; THENCE N78°14'02"E A DISTANCE OF 21.84 FEET; THENCE S25°17'49"E A DISTANCE OF 32.72 FEET; THENCE S16°20'13"E A DISTANCE OF 53.21 FEET; THENCE S09°53'23"E A DISTANCE OF 78.84 FEET; THENCE S03°06'03"E A DISTANCE OF 41.99 FEET; THENCE S14°19'29"E A DISTANCE OF 90.30 FEET; THENCE S04°26'23"E A DISTANCE OF 72.56 FEET; THENCE S12°06'01"E A DISTANCE OF 145.65 FEET TO THE EASTERLY LINE OF SAID BOOK 422 PAGE 646; THENCE S09°27'32"E ALONG SAID EASTERLY LINE A DISTANCE OF 24.60 FEET; THENCE S81°29'26"W A DISTANCE OF 479.85 FEET TO THE SOUTHERLY LINE OF SAID BOOK 422 PAGE 646; THENCE S89°35'57"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 212.69 FEET TO THE POINT OF BEGINNING; WHENCE SAID CENTER QUARTER CORNER OF SECTION 18 BEARS N55°34'31"W A DISTANCE OF 384.87 FEET;

SAID PARCEL CONTAINS 22,809 SQUARE FEET OF LAND OR 0.524 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, P.L.S. 31158  
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC. DATE 12/06/19



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professional land surveying consultants

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SHEET: 4 OF 4

SCALE: 1" = 150'

## UTILITY EASEMENT