

PLANNING AND DEVELOPMENT MEMORANDUM
#08-41

August 28, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: David Allen, Acting City Manager 
James Hayes, Director, Planning and Development Department 

SUBJECT: CR-128 – United Power Easements

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, grants two non-exclusive easements across City-owned property located in Section 36, Weld County, from the City of Northglenn (City) to United Power, Inc. Staff recommends approval of the proposed Resolution.

BACKGROUND:

United Power, Inc. approached City Staff in May of 2008 requesting two utility easements running north and south across Section 36 in Weld County. The non-exclusive easements provide United Power, Inc. authority to operate and maintain overhead and/or underground electric transmission lines located on the property. The language contained within both easements has been reviewed and approved by the City Attorney. The original documents were modified to protect City of Northglenn facilities already in place, and maintain superior rights to the property.

BUDGET/TIME IMPLICATIONS:

City Staff is not aware of any budget or time implications.

STAFF REFERENCE:

If Council members have any comments or questions they may contact James Hayes at 303-450-8937 or jhayes@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-128
Series of 2008

Series of 2008

A RESOLUTION APPROVING THE GRANT OF NON-EXCLUSIVE EASEMENTS FROM THE CITY OF NORTHGLENN TO UNITED POWER, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Grants of Easement between the City of Northglenn as Grantor and United Power, Inc. as Grantee attached hereto as **Exhibits 1** and **2** are hereby approved, and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

RECORDING INFORMATION ABOVE

GRANT OF EASEMENT

R/W # 44360009

CITY OF NORTHGLENN, COLORADO, GRANTOR (whether one or more), whose address is 11701 Community Center Drive, Northglenn, Colorado 80233, in consideration of Ten 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 nonexclusive easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove electrical facilities for the purpose of transmission or distribution of electricity and appurtenances 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 Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

These facilities will be above-ground and/ or underground and may include, but not be limited to, 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.

The rights and authority of grantee hereunder may be exercised by its successors, assigns, licensees, contractors, and permittees.

Grantee shall not interfere with existing improvements in the easement, including but not limited to improvements owned or operated by Grantor.

Grantee shall alter or relocate any Grantee improvements up request by Grantor to accommodate any future uses made by Grantor of the easement.

In its use of the easement, Grantee shall comply with all applicable laws and regulations, including but not limited to any and all laws and regulations enacted by Grantor.

During any activity in the easement, Grantee shall keep the easement free from any litter or debris and shall keep all of its facilities and equipment in a clean, neat, and orderly state.

Grantee shall indemnify and save and hold harmless Grantor against all claims, legal actions, and liability for damages, loss or expense (including but not limited to attorneys fees) caused by or due in any manner by (i) any injury or death to any person, or (ii) damage to property resulting from the acts or omissions of the Grantee, its contractors, representatives and agents if the same shall in any way be connected with or resulting from the use of the easement.

Grantee shall pay Grantor for any damage to fences, crops, landscaping and personal property caused by the Grantee's acts or omissions. Upon completion of any activity in the easement Grantee shall restore the surface of Grantor's property to the same condition as practicable that existed prior to the activity.

SIGNED AND SEALED BY GRANTOR this ___ day of _____, 2008.

GRANTOR: CITY OF NORTHGLENN

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by
David Allen as the Acting City Manager of the City of Northglenn, Colorado

WITNESS my hand and official seal.

Notary Public

My commission expires _____

Address: _____

SIGNED AND SEALED BY GRANTEE this ___ day of _____ 2008

GRANTEE: UNITED POWER, INC.

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____ 2008, by
Ruth Marks, Chief Operations Officer of United Power, Inc.

WITNESS my hand and official seal.

Notary Public

My commission expires _____

Address: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

A STRIP 20 FEET WIDE, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER, ACROSS AND THROUGH THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6th P.M., DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N 0°05'27" E, A DISTANCE OF 209.13 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED AND BILL OF SALE RECORDED DECEMBER 19, 2002, NORTHGLENN CAPITAL LEASING CORPORATION, GRANTEE; THENCE S 89°51'29" W, A DISTANCE OF 34.27 FEET ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO AN EXISTING OVERHEAD POWER LINE AND THE BEGINNING OF SAID CENTERLINE; THENCE N 0°21'15" E, A DISTANCE OF 2442.65 FEET ALONG SAID POWER LINE AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID STRIP ARE TO BE EXTENDED OR SHORTENED TO TERMINATE ON THE SOUTH LINE OF SAID NORTHGLENN CAPITOL LEASING CORPORATION TRACT AND THE NORTH LINE OF SAID NORTHWEST QUARTER TO FORM A CONTINUOUS STRIP WITHOUT GAPS OR OVERLAPS.

COUNTY OF WELD,
STATE OF COLORADO

8111-1
APRIL 4, 2008

A. W. Friedenberg
April 17, 2008

NOTE: This drawing is not a monumented land survey and is intended only to depict the attached description(s).

**UNITED
POWER**

UNITED POWER, INC.
P.O. BOX 929 BRIGHTON, CO 80601

500 Cooperative way
Brighton, CO 80603
303-659-0551 1-800-468-8809

Scale: N/A W/O 2709008 ROW # 44360009

Map Loc.: 44, Section 36, Township 1 North, Range 68 West 6th P.M.,

City of Northglenn, County of Adams, State of Colorado

SHEET NO
1 OF 2

RECORDING INFORMATION ABOVE

GRANT OF EASEMENT

R/W # 44360010

CITY OF NORTHGLENN, COLORADO, GRANTOR (whether one or more), whose address is 11701 Community Center Drive, Northglenn, Colorado 80233, in consideration of Ten 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 nonexclusive easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove electrical facilities for the purpose of transmission or distribution of electricity and appurtenances 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 Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

These facilities will be above-ground and/ or underground and may include, but not limited to, 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.

The rights and authority of grantee hereunder may be exercised by its successors, assigns, licensees, contractors, and permittees.

Grantee shall not interfere with existing improvements in the easement, including but not limited to improvements owned or operated by Grantor.

Grantee shall alter or relocate any Grantee improvements up request by Grantor to accommodate any future uses made by Grantor of the easement.

In its use of the easement, Grantee shall comply with all applicable laws and regulations, including but not limited to any and all laws and regulations enacted by Grantor.

During any activity in the easement, Grantee shall keep the easement free from any litter or debris and shall keep all of its facilities and equipment in a clean, neat, and orderly state.

Grantee shall indemnify and save and hold harmless Grantor against all claims, legal actions, and liability for damages, loss or expense (including but not limited to attorneys fees) caused by or due in any manner by (i) any injury or death to any person, or (ii) damage to property resulting from the acts or omissions of the Grantee, its contractors, representatives and agents if the same shall in any way be connected with or resulting from the use of the easement.

Grantee shall pay Grantor for any damage to fences, crops, landscaping and personal property caused by the Grantee's acts or omissions. Upon completion of any activity in the easement Grantee shall restore the surface of Grantor's property to the same condition as practicable that existed prior to the activity.

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 2008.

GRANTOR: CITY OF NORTHGLENN

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by
David Allen as the Acting City Manager of the City of Northglenn, Colorado

WITNESS my hand and official seal.

Notary Public
Address: _____

My commission expires _____

SIGNED AND SEALED BY GRANTEE this ____ day of _____, 2008

GRANTOR: UNITED POWER, INC.

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by
Ruth Marks, Chief Operations Officer of United Power, Inc.

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EXHIBIT "A"

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COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N 0°05'27" E, A DISTANCE OF 209.13 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED AND BILL OF SALE RECORDED DECEMBER 19, 2002, NORTHGLENN CAPITAL LEASING CORPORATION, GRANTEE;

THENCE S 89°51'29" W, A DISTANCE OF 34.27 FEET ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO AN EXISTING OVERHEAD POWER LINE AND THE BEGINNING OF SAID CENTERLINE;

THENCE S 0°21'15" W, A DISTANCE OF 1501.13 FEET ALONG SAID POWER LINE TO A POINT HEREINAFTER KNOWN AS POINT A;

THENCE CONTINUING S 0°21'15" W, A DISTANCE OF 61.71 FEET ALONG SAID POWER LINE AND THE SOUTH EXTENSION THEREOF TO THE TERMINUS OF SAID STRIP;

TOGETHER WITH A STRIP 20 FEET WIDE, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER, ACROSS AND THROUGH SAID SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6th P.M., DESCRIBED AS:

BEGINNING AT SAID POINT A;

THENCE S 89°53'26" E, A DISTANCE OF 40.75 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER AND THE TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID STRIPS ARE TO BE EXTENDED OR SHORTENED TO TERMINATE ON THE SOUTH LINE OF SAID NORTHGLENN CAPITOL LEASING CORPORATION TRACT AND THE EAST LINE OF SAID SOUTHWEST QUARTER AND ON EACH OTHER TO FORM A CONTINUOUS STRIP WITHOUT GAPS OR OVERLAPS.

COUNTY OF WELD,
STATE OF COLORADO

8111-3
APRIL 4, 2008

A. W. Fredenburg
April 17, 2008

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