

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
221 W Victory Way, Suite 130 Craig, Colorado 81625
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Special Board Meeting Agenda

Minutes will be recorded for these formal meetings

Monday, June 6, 2022

8:30 am

Office of Development Services – Roy Tipton

- Right-of-Way Easement & Agreement w/YVEA for the Library

The next scheduled BOCC meeting will be Tuesday, June 14, 2022 - 8:30 am

**** Agenda is Subject to Change until 24 hours before scheduled Hearings****

The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings

Moffat County's YouTube link to view meetings:

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>



9:38 AM 6/3/2022

WHEN RECORDED, RETURN TO:
Yampa Valley Electric Association, Inc.
Attn:ROW Department
2211 Elk River Road
Steamboat Springs, CO 80487

WO#
PIN: 065736320902

RIGHT-OF-WAY EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (referred to in the plural whether one or more) for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grant unto YAMPA VALLEY ELECTRIC ASSOCIATION, INC., a cooperative association of the State of Colorado, (hereinafter called the "Cooperative") whose address is 2211 Elk River Road, Steamboat Springs, Colorado, 80487, and to its successors and assigns, an easement for the purposes described below, and more particularly described as follows:

An easement fifteen foot (15') in width, 7.5 feet on either side of the centerline of Grantee's facilities as presently constructed and as described below located in:

A utility easement that varies in width located in the SW1/4 of Section 36, T7N, R91W of the 6th P.M., Moffat County, Colorado, being on the right side of the following described line:

Beginning at a point on the west line of Lot 1 of the Schrader Minor Subdivision as recorded at Reception No. 339843 in the records of Moffat County, Colorado, said point lies S00°20'43"E, 37.00 feet from the N.W. Corner of said Lot 1 (the easement is 23.00 feet wide and east of the following line); thence N00°20'43"W, 37.00 feet to said N.W. Corner of Lot 1; thence along the north line of said Lot 1 (the easement is 15.00 feet wide from this point on and south and then west of the following two lines), N89°37'00"E, 243.59 feet to the N.E. Corner of said Lot 1; thence S00°20'43"E, 115.81feet to the S.E. Corner of said Lot 1 and the point of terminus.

The north line of said Lot 1, is considered to bear N89°37'00"E between a #5 rebar & cap (PLS#14815) at the N.W. corner and a #5 rebar at the N.E. corner of said Lot 1, on, over, and across Grantor's property as described in the MOFFAT County Records at Reception No. 339876. Said easement generally shown on Exhibit A attached hereto and incorporated herein by reference.

Notwithstanding the depiction of the easements granted herein in **Exhibit A**, utilities as installed to become centerline of said easement. If the original construction does not completely cross the above-described land, this easement shall also apply to the future extension of the line completely across said property.

The easement shall be for the purposes of erecting, constructing, re-constructing, replacing, altering, extending, up rating, upgrading, removing, operating, accessing, inspecting, repairing, maintaining and retiring over, under, and across the above-described lands below the ground level, in, and under all streets and/or roads and highways thereon or abutting said lands, an electric supply/communication line or system, both for transmission and for distribution, and/or telecommunication lines, including wires, cables, equipment, fixtures and systems for the transmission or provision of commercial and non-commercial electric and/or telecommunications services, advanced services, and fiber optic services (including without limitation the transmission of voice, video, and data signals and the leasing, licensing or other transfer of use of dark fiber strands), all as the Cooperative shall find necessary and deem advisable; and at the option of the Cooperative, to remove and trim trees and shrubbery within the easement, and to permit access at all times to the lines for all of the purposes enumerated in this easement. For the purposes enumerated in this easement the Cooperative, its agents and employees shall have such right of ingress and egress across the above property as may be reasonably convenient to and from said rights of way to construct, re-construct, replace inspect, and make such repairs, changes, alterations, improvements, removal from, substitutions and additions to

WHEN RECORDED, RETURN TO:
Yampa Valley Electric Association, Inc.
Attn:ROW Department
2211 Elk River Road
Steamboat Springs, CO 80487

WO#
PIN: 065736320902

facilities located within the easement as the Cooperative may from time to time deem advisable, including the right, at Cooperative's option, to replace any above ground facilities with underground facilities used for the same or similar purposes and to reconstruct, replace, remove, maintain and upgrade such underground facilities.

This easement is non-exclusive, and is given upon the condition and understanding that if said easement shall be abandoned, this easement shall then terminate and title shall revert to the then owner of the property from which said easement is granted.

The undersigned further agree, the undersigned shall not within the easements granted herein (a) erect or construct any building or other structure (including but not limited to mobile homes or travel trailers); (b) store flammable or explosive materials; (c) stack any objects or materials; (d) conduct fueling operations; (e) construct, install or operate above ground mechanical irrigation facilities which could make contact with Cooperative's wires, poles, or facilities; (f) drill wells or conduct mining operations; (g) alter the grade of the ground surface; (h) undertake or allow any action that might impair the lateral or subjacent support for Cooperative's facilities or access roads; nor undertake or allow any action or use that might interfere with Cooperative's uses or prevent access to the Cooperative's facilities or will be so close to the Cooperative's facilities as to create a hazard, or to violate the clearances as required by the Cooperative or as specified in the National Electrical Safety Code.

Upon receipt of written notice from Cooperative identifying material or property deemed by Cooperative to interfere with the safe operation or maintenance of Cooperative's lines or facilities, the undersigned shall remove the material or property within 10 days. If there is a failure to so remove the material within 10 days, Cooperative may remove the material or property and collect the costs of such removal from the undersigned.

The undersigned agrees to obtain Cooperatives prior written consent before granting any subsequent easement encumbering the Easement or access to the Easement.

Grantor warrants that: (a) Grantor is the owner of the land on which the Easement is situated, (b) Grantor has full authority to grant the Easement, (c) the individual or individuals signing this Easement have full authority to sign the Easement on behalf of the Grantor; and (d) the rights granted herein are subject only to easements of record and mineral rights of record in third parties.

All wires and other facilities installed on, across, and under the easement at Cooperative's expense shall remain the property of Cooperative, removable at the sole discretion of Cooperative; provided, however, that any fences, gates, culverts or ditches constructed by Cooperative may be conveyed to the undersigned on such terms and conditions and at such times as may be mutually agreed upon by the undersigned and Cooperative.

The provisions of this easement shall be binding upon and shall inure to the benefit of the licensees, lessees, contractors, agents, heirs, executors, successors and assigns of the undersigned and the Cooperative. The rights, privileges and obligations granted and created hereunder may be assigned, licensed or otherwise conveyed or transferred, in whole or in part. The undersigned shall be entitled to all remedies at law or in equity to enforce the terms of this agreement or to recover damages for breach. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals
this ____ day of _____, 2022.

WHEN RECORDED, RETURN TO:
Yampa Valley Electric Association, Inc.
Attn:ROW Department
2211 Elk River Road
Steamboat Springs, CO 80487

WO#
PIN: 065736320902

GRANTOR(S):

THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS FOR MOFFAT COUNTY LIBRARIES

Donald Broom, Chair

ACKNOWLEDGMENT

STATE OF COLORADO)
)
COUNTY OF MOFFAT)

The foregoing instrument was acknowledged before me on _____, 2022, by Donald Broom, in his capacity as Chair of the Moffat County Board of Cuntly Commissioners.

CHAIR OF THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS FOR MOFFAT COUNTY LIBRARIES, as Grantor(s).

Witness my hand and official seal.

Notary Public

[S E A L]