

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

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:

A twenty foot (20') wide easement for underground utilities and such appurtenant facilities as necessary as described below located in:

PT of TR 65; Sec. 17; T8N; R85W; also known as TBD Moon Hill Drive Street; Clark, Colorado 80428 in Routt County, Colorado on, over, and across Grantor's property as described in the **Routt** County Records at Reception No. 814933, dated 8 July 2020 and recorded 8 July 2020 with the Routt County Clerk and Recorder. 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 either above or below the ground level, or both, and in, over, and under all bridges, 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 poles, cross-arms, 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 cut and trim from time to time all dead, weak, leaning or dangerous trees, on or adjacent to the easement, that are tall enough to strike any part of the line or system in fallings 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 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. As to bridges to which a line may be attached, the undersigned agree to maintain the structure to adequately support the line, and to permit the Cooperative in the event of a failure of the bridge, or if in the sole opinion of the Cooperative the bridge is unsafe, to erect an overhead line until such bridge is reconstructed by the owner of the bridge.

This easement is non-exclusive, perpetual, and shall run with the land.

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.

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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 structures, buildings, poles, 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 21 day of June 2021

GRANTOR(S):

X 

Name: Nathan D. Nicholas

Title: _____

X 

Name: Alison K. Nicholas

Title: _____

[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

WHEN RECORDED, RETURN TO:

WO# 36488

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

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 21ST day of JUNE, 2021, by
NATHAN NICHOLAS
as Grantor(s)

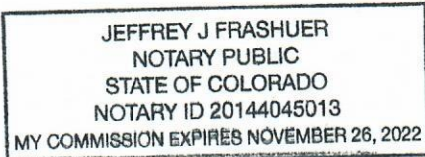
Witness my hand and official seal.

My commission expires 11/26/2022.

Jeffrey J Frashuer

Notary Public

[SEAL]



STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 21ST day of JUNE, 2021, by
ALISON K NICHOLAS
as Grantor(s)

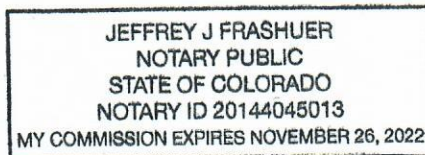
Witness my hand and official seal.

My commission expires 11/26/2022.

Jeffrey J Frashuer

Notary Public

[SEAL]



TBD Moon Hill Drive

Clark, Colorado

Yampa Valley Electric Association

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By and Between Yampa Valley
Electric Association and Nathan
D. and Alison K. Nicholas

Initials _____
WO#: 36488

Bearing and distances are approximated based on GPS data gathered and projected into
NAD_1983_StatePlane_Colorado_North_FIPS_0501_Feet

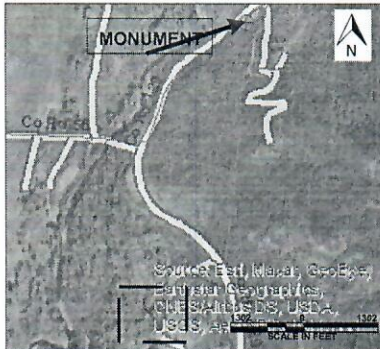


EXHIBIT "A" attached to and made a part of that certain Yampa Valley Electric Association, Inc. Right-Of-Way Easement dated ____ day of _____ 2021, by and between Nathan D. and Alison K. Nicholas, Grantor(s), and Yampa Valley Electric Association, Inc., a Colorado Cooperative Association, Grantee, granting an easement being 20 feet in width, the center line of which is the underground electric line as constructed, the approximate location of which is as depicted below, across the following described property;

A parcel of land located in PT of TR 65; Sec. 17; T8N; R85W; 6th P.M. and as filed with the Routt County Clerk and Records Office at Reception No. 811140, Routt County, Colorado.

A strip of land 10.00 Feet on either side of a line with a **POINT OF BEGINNING** in the Southeast Quarter of Section 17, Township 8N, Range 85W which lies S14° 58'17.719"W a distance of 2864 Feet from null monument located at 40° 39'22.000"N, 106°56'30.000"W in the Northeast Quarter of Section 17, Township 8N, Range 85W;

thence N33°35'28.595"W a distance of 209 Feet;
thence N54°38'15.550"W a distance of 16 Feet;
thence N72°44'3.123"W a distance of 34 Feet;
thence N30°10'25.124"W a distance of 22 Feet;
thence N10°26'15.121"W a distance of 84 Feet;
thence N42°42'34.519"E a distance of 8 Feet;
thence N67°17'8.630"E a distance of 20 Feet to the **POINT OF TERMINATION** located in the Southeast Quarter of Section 17, Township 8N, Range 85W.

