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OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
CARR MURRAY  
CLEAR RECORDER  
RECORDING FEE \$6.00  
1 PG

# 2002117175  
11/04/2002 03:57 PM ✓

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T-880 P 002/002 F-841

For IREA Use Only	
Section <u>17</u>	Township <u>16</u>
Range <u>16</u>	
W/O # <u>3000-0251</u>	
Ord # <u>2001 001 003 001 0003</u>	

✓ 6 -

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**  
 5496 North U.S. Highway 85, P O Drawer A  
 Sedalia, Colorado 80135  
 303-688-3100

**GENERAL RIGHT-OF-WAY EASEMENT**  
 (Large Parcels & Planned Developments)

KNOW ALL MEN BY THESE PRESENTS, that PorterCare Adventist Health System  
 Grantor, for a good and valuable consideration, the receipt whereof is hereby acknowledged does hereby grant unto THE  
 INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado Corporation (hereinafter called the "Association"), whose  
 address is 5496 North U.S. Highway 85 Sedalia, Colorado 80135, and to its successors or assigns, a non-exclusive right-of-  
 way and easement 30 feet in width for the construction and continued operation maintenance, inspection repair,  
 alteration, and replacement of an electric transmission and/or distribution line or system including underground cables, wires  
 conduits and surface transformers switches and other ancillary equipment under, and upon the following premises belonging  
 to the said Grantor situated in the County of Douglas and State of Colorado, and more particularly described as follows:

LOT 1, 4TH ADVENTIST CROWN POINT FEE

An easement ~~shall~~ under ~~the~~ said development known as PorterCare Adventist Hospital for  
 the construction, operation maintenance, repair, and replacement of electric service lines, distribution systems, and  
 appurtenances thereto as may be necessary to provide such service within this development or property contiguous thereto,  
 excepting, however, building envelopes

- Within thirty (30) days after the completion of construction of said utility lines, Grantor shall have the following  
 options
1. At Grantor's sole cost and expense to cause a survey to be made of the utility lines as constructed, Grantor and  
 the Association shall agree on a legal description for the easement based on the survey Grantor shall execute  
 and deliver to Association the above replacement easement using the Association approved easement form, or
  2. If Grantor fails to complete the survey, the Association shall record this general easement.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the  
 easement hereby granted and all rights and privileges incident thereto, including, for the installation and maintenance of said  
 line the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstruction located within  
15 feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation  
 maintenance, and repair of said line or system, to place location markers on the surface, on or beyond said right-of-way and  
 easement for the said underground facilities where appropriate, to license, permit, or otherwise agree to the joint use or  
 occupancy of the line or system by any other person, association, or corporation for electrification or communication purposes,  
 and to open and close any fences crossing said right-of-way and easement or when agreed to by Grantor, to install gates and  
 stiles in said fences.

The undersigned agrees that all ~~power~~ wires and other facilities installed under ~~the~~ the above described lands by the  
 Association shall remain the property of and may be removed at the option of the Association.

Grantor for himself/herself, his/her heirs, executors administrators, successors, and assigns while reserving the right to  
 use said strip of land for all purposes not inconsistent with the rights herein granted to said Association, hereby covenants that  
 no structures shall be erected or combustible material or property shall be permitted, on said strip and that the said strip shall  
 not be used in any manner which will interfere with or damage the facilities installed pursuant to this grant, or interfere with the  
 maintenance, repair and replacement of said facilities

The Association shall protect the Easement Property, and the adjacent lands of Grantor over which Association has rights  
 of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Association, its employees, agents  
 contractors subcontractors, assigns, lessees, licensees and agents.

The undersigned covenants that he/she is the owner of the above-described lands and that the said lands are free and  
 clear of encumbrances and liens of whatsoever character except the following.

\_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 9th day of September 2002  
 in the presence of

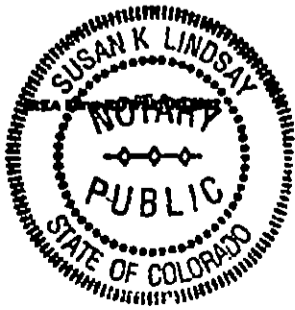
PorterCare Adventist Health System  
 Printed Name of Owner

Jay Picerno, EVP/CFO  
 Signature Centura Health

STATE OF COLORADO }  
 County of Arapahoe } ss.

The foregoing instrument was acknowledged before me this 9th day of September 2002  
 by Jay Picerno, EVP/CFO of Centura Health

Witness my hand and official seal  
 My Commission expires 11/25/03  
Susan K Lindsay  
 Notary Public



Intermountain Rural Electric Association  
 5496 North U.S. Highway 85  
 Sedalia, Colorado 80135  
 303-688-3100