

RESOLUTION NO. 25-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, APPROVING A UTILITY
UNDERGROUND ACCESS EASEMENT AGREEMENT WITH
CORE ELECTRIC COOPERATIVE**

WHEREAS, the City of Castle Pines (“City”) is authorized pursuant to C.R.S. § 31-15-101(1)(d) and Section 1.3 of the City Home Rule Charter to acquire and dispose of real property; and

WHEREAS, the City owns certain real property known as Tract S and Tract A, The Canyons Filing No. 3, 1st Amendment (together, the “Subject Property”), as more particularly described in the Exhibit attached to the Utility Underground Access Easement attached hereto as **Exhibit 1** (“Easement Agreement”); and

WHEREAS, the City desires to grant a perpetual, non-exclusive easement, the size and location thereof being as described in the Easement Agreement, over, across, under and upon the Subject Property to CORE Electric Cooperative, a Colorado non-profit corporation and electric cooperative (“Grantee”), for the purposes as stated in the Easement Agreement (the “Easement”); and

WHEREAS, the City Council desires to approve the Easement Agreement and grant the Easement to Grantee; and

WHEREAS, the City Council further desires to authorize the Mayor to execute the Easement Agreement on behalf of the City when in final form.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, THAT:**

Section 1. The Recitals stated above are hereby adopted as if set forth herein for all purposes.

Section 2. The City Council hereby: (a) grants the Easement to Grantee; (b) approves the Easement Agreement with Grantee in substantially the form attached hereto as **Exhibit 1**; (c) authorizes the City Attorney to make such changes as may be necessary to correct any non-material errors or language in the Easement Agreement that do not substantially increase the obligations of the City; and (d) authorizes the Mayor and City Clerk to execute the Easement Agreement when in final form.

Section 3. The City Council hereby directs the City Clerk to record the Easement Agreement with the Office of the Clerk and Recorder of the County of Douglas, State of Colorado, following its mutual execution by the City and Grantee.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 5. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST, AND 1 ABSENT THIS 21ST DAY OF OCTOBER, 2025.

ATTEST:



Tobi Duffey, MMC, City Clerk



APPROVED AS TO FORM:



Tracy Engerman (Jan 7, 2026 14:03:20 MST)

Tracy Engerman, Mayor



Linda Michow (Nov 12, 2025 14:58:37 MST)

Linda C. Michow, City Attorney

EXHIBIT 1
UTILITY UNDERGROUND ACCESS EASEMENT

(see attached document)

For CORE Use Only		
Township: <u>?</u>	Range: <u>6</u>	Section: <u>12</u>
WFO #: <u>25028386</u>		
<u>Legal:</u>		
Tract S, The Canyons Filing 3, Amendment 1		
<u>Engineer:</u> <u>Jeremy Horton</u>		

CORE ELECTRIC COOPERATIVE

**5496 North U.S. Highway 85
Sedalia, Colorado 80135
303-688-3100**

UTILITY UNDERGROUND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that

the City of Castle Pines, a Colorado home rule municipality

("Grantor"), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto CORE Electric Cooperative, a Colorado non-profit corporation and electric cooperative 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 underground electric distribution and communication facilities and underground cables, wires, conduits, above ground transformers, switches, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively "the Facilities") located upon, under, and across the following real property belonging to Grantor situated in the County of Douglas, 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 of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement, 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. CORE shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, under, and across the Easement by CORE shall remain the property of and may be removed at the option of CORE

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent that do not unreasonably interfere with the rights herein granted to CORE, hereby covenants that no structures shall be erected upon, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

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 the following:

CORE Electric Cooperative

Grantee

Signature

ITS

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

In the presence of Attest: _____
Tobi Duffey, MMC, City Clerk

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City of Castle Pines

Grantor

Signature

Tracy Engerman, Mayor
Irrs

STATE OF COLORADO)
County of) ss.

The foregoing instrument was acknowledged before me this _____ day of _____ by _____

Witness my hand and official seal.

My Commission expires:

Notes - Problem

PROPERTY DESCRIPTION

BEING A PARCEL OF LAND LYING WITHIN TRACT S, THE CANYONS FILING NO. 3, 1ST AMENDMENT LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

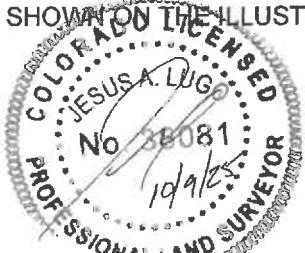
COMMENCING AT THE NORTHWEST CORNER OF TRACT 2, THE CANYONS FILING NO. 3, 1ST AMENDMENT, RECORDED AT RECEPTION NO. 20230212279, 5/19/23 IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, STATE OF COLORADO;

THENCE ALONG THE NORTH LINE OF SAID TRACT S, SOUTH 88°41'43" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°41'43" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01°27'51" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°41'43" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°27'51" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINS 200 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

AS SHOWN ON THE ILLUSTRATION ATTACHED HERETO, MADE A PART HEREOF.



JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND BEHALF OF ALTURA LAND CONSULTANTS, LLC
14550 EAST EASTER AVENUE, UNIT 1000
CENTENNIAL, COLORADO 80112

EXHIBIT TO ACCOMPANY DESCRIPTION
 PORTION OF TRACT S, CANYONS FILING NO. 3 - 1ST AMENDMENT
 SW 1/4 S12 T7S, R67W, 6TH P.M.
 COUNTY OF DOUGLAS, STATE OF COLORADO

