

**RESOLUTION NO. 26-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CASTLE PINES, COLORADO, APPROVING UTILITY  
EASEMENT AGREEMENTS WITH PUBLIC SERVICE  
COMPANY OF COLORADO**

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

**WHEREAS**, the City owns certain real properties along Monarch Boulevard (the “Subject Properties”) with the following descriptions:

Tract A, Castle Pines North Filing No. 16

Tract A, Castle Pines North Filing No. 17A

Tract B, Castle Pines North Filing No. 17A

Tract 5, Castle Pines North, Phase 1; and

**WHEREAS**, the Public Service Company of Colorado requires access to portions of the Subject Properties to operate and maintain utility lines; and

**WHEREAS**, the easements proposed to be granted across the Subject Properties are described in the Utility Easement Agreements attached hereto as **Exhibit 1** (collectively, the “Easement Agreements”); and

**WHEREAS**, the City Council desires to approve the Easement Agreements and grant perpetual, non-exclusive public utility easements to Public Service Company of Colorado for the purpose of operating and maintaining utility lines; and

**WHEREAS**, the City Council further desires to authorize the Mayor to execute the Easement Agreements 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 City Council hereby: (1) approves the Utility Easement Agreements with Public Service Company of Colorado in substantially the forms attached hereto as **Exhibit 1**; (2) authorizes the City Attorney to make such changes as may be necessary to correct any non-material errors or language in the Easement Agreements that do not increase the obligations of the City; and (3) authorizes the Mayor to execute the Easement Agreements on behalf of the City when in final form.

**Section 2.** 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 3.** 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 7 IN FAVOR, 0 AGAINST, AND 0 ABSENT THIS 10<sup>TH</sup> DAY OF MARCH, 2026.**



ATTEST:

*Tobi Duffey*

Tobi Duffey, MMC, City Clerk

*Tracy Engerman*

Tracy Engerman (Mar 31, 2026 15:21:25 MDT)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

*Linda Michow*

Linda Michow (Mar 13, 2026 10:43:04 MDT)

Linda C. Michow, City Attorney

**EXHIBIT 1**  
**UTILITY EASEMENT AGREEMENTS**

*(see attached document)*

<b>S-T-R:</b> NE1/4 S4 – T7S – R69W	<b>Grantor:</b> The City of Castle Pines	<b>Doc No:</b>
<b>County:</b> Douglas	<b>Address/Intersection:</b> NE corner of Castle Pines Pkwy & Monarch Blvd	<b>Reception No:</b>
<b>Division-City/Town:</b> SWMD –Castle Pines	<b>Dist/HP Trans:</b> Dist	<b>Surveyor:</b> M. Sudbeck, PLS 38503
<b>Division Agent:</b> B. McGrath	<b>Contract Agent/Co:</b> R. Martinez	<b>Survey Company:</b> SEH, Inc.

## PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“Easement”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in **TRACT 5, CASTLE PINES NORTH, PHASE 1** subdivision, in the **NE 1/4** of Section 4, Township 7 South, Range 67 West of the 6th Principal Meridian in the following lands located in County of Douglas, State of Colorado, the easement being described as follows (“Easement Area”):

**SEE “EXHIBIT A – TRACT 5” ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE.**

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

This Easement is binding on Grantor and is not conditioned upon obtaining the consent of any third party.





**EXHIBIT A – TRACT 5  
PERMANENT EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 4, Township 7 South, Range 67 West, of the 6th Principal Meridian, County of Douglas, State of Colorado, being a portion of Tract 5, CASTLE PINES NORTH, PHASE 1, Douglas County Records, described as follows:

The easterly 2 feet of the westerly 12 feet of said Tract 5.

Containing 3,937 square feet (0.090 acres) more or less.

As shown and described on Exhibit A Sheets 2, 3 and 4 attached hereto and made a part hereof.

All lineal distance units are represented in U.S. Survey Feet.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on June 19, 2024, under Job No. 178301-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - TRACT 5  
PERMANENT EASEMENT

SHEET 2 OF 4

TRACT A

CASTLE PINES NORTH FILING NO. 17A

TRACT 5 - OPEN SPACE

NE1/4,  
SEC. 4,  
T7S, R67W

PARCEL A

3,937 S.F. (0.090 AC) ML

2'

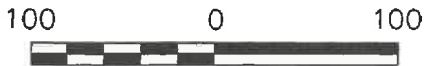
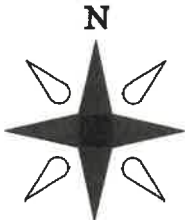
12'

CASTLE PINES NORTH, PHASE 1

10' UTILITY ESMT

MONARCH BLVD. (80' ROW)

SHEET 2  
SHEET 3



scale 1"=100' feet



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801

X:\PT\IPSCOC\1783016.0 Monarch Blvd\8-survey\82-CAD\10-C3d\Monarch Blvd.dwg

EXHIBIT A - TRACT 5  
PERMANENT EASEMENT

SHEET 3 OF 4

SHEET 2  
SHEET 3

12'

10' UTILITY ESMT

2'

MONARCH BLVD. (80' ROW)

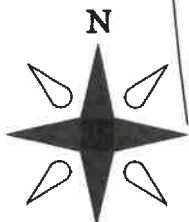
TRACT 5 - OPEN SPACE

NE1/4,  
SEC. 4,  
T7S, R67W

PARCEL A  
3,937 S.F. (0.090 AC) ML

CASTLE PINES NORTH, PHASE 1

SHEET 3  
SHEET 4



scale 1" = 100' feet



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801

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# EXHIBIT A - TRACT 5 PERMANENT EASEMENT

SHEET 4 OF 4

SHEET 3  
SHEET 4

2'  
12'  
10' UTILITY ESMT  
MONARCH BLVD. (80' ROW)

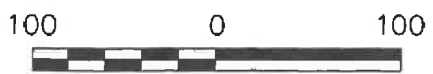
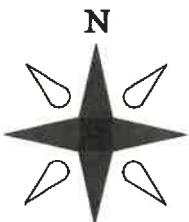
CASTLE PINES NORTH, PHASE 1

TRACT 5 - OPEN SPACE

NE1/4,  
SEC. 4,  
T7S, R67W

PARCEL A  
3,937 S.F. (0.090 AC) M/L

CASTLE PINES PKWY.



scale 1"=100' feet



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801

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<b>S-T-R:</b> W1/2 S33 – T6S – R67W	<b>Grantor:</b> The City of Castle Pines	<b>Doc No:</b>
<b>County:</b> Douglas	<b>Address/Intersection:</b> SE & NE corner of Monarch Blvd & Briar Dale Dr	<b>Reception No:</b>
<b>Division-City/Town:</b> SWMD – Castle Pines	<b>Dist/HP Trans:</b> Dist	<b>Surveyor:</b> M. Sudbeck, PLS 38503
<b>Division Agent:</b> B. McGrath	<b>Contract Agent/Co:</b> R. Martinez	<b>Survey Company:</b> SEH, Inc.

## PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“Easement”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in **TRACT A, CASTLE PINES NORTH FILING NO. 16** subdivision, in the **W1/2** of Section **33**, Township **6 South**, Range **67 West** of the **6th** Principal Meridian in the following described land located in County of Douglas, State of Colorado, the easement being described as follows (“Easement Area”):

**SEE “EXHIBIT A – TRACT A” ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE.**

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

This Easement is binding on Grantor and is not conditioned upon obtaining the consent of any third party.





**EXHIBIT A – TRACT A  
PERMANENT EASEMENT**

A parcel of land lying in the west one-half (W1/2) of Section 33, Township 6 South, Range 67 West, of the 6th Principal Meridian, County of Douglas, State of Colorado, being a portion of Tract A, CASTLE PINES NORTH FILING NO. 16, Douglas County Records, described as follows:

The east 2 feet of the west 12 feet of said Tract A.

Containing 1,138 square feet (0.026 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

All lineal distance units are represented in U.S. Survey Feet.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on June 19, 2024, under Job No. 178301-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



EXHIBIT A - TRACT A  
PERMANENT EASEMENT

BRIAR DALE DR.

BLOCK 2

MONARCH BLVD. (80' ROW)

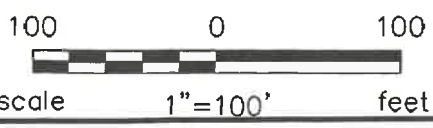
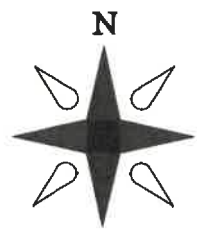
PARCEL A  
1,138 S.F. (0.026 AC) M/L

TRACT A

CASTLE PINES NORTH FILING NO. 16

CASTLE PINES NORTH FILING NO. 17A

2  
10' UTILITY ESMT  
12



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222

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<b>S-T-R:</b> S1/2 S33 – T6S – R67W NE1/4 S4 – T7S – R67W	<b>Grantor:</b> The City of Castle Pines	<b>Doc No:</b>
<b>County:</b> Douglas	<b>Address/Intersection:</b> NE & NW corner of Monarch Blvd & Briar Cliff Dr.	<b>Reception No:</b>
<b>Division-City/Town:</b> SWMD – Castle Pines	<b>Dist/HP Trans:</b> Dist	<b>Surveyor:</b> M. Sudbeck, PLS 38503
<b>Division Agent:</b> B. McGrath	<b>Contract Agent/Co:</b> R. Martinez	<b>Survey Company:</b> SEH, Inc

## PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“Easement”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in **TRACT A & B, CASTLE PINES NORTH FILING NO. 17A** subdivision, in the **S1/2** of Section **33**, Township **6 South**, Range **67 West** and the **NE1/4** of Section **4**, Township **7 South**, Range **67 West** of the **6th** Principal Meridian in the following lands located in County of Douglas, State of Colorado, the easement being described as follows (“Easement Area”):

**SEE “EXHIBIT A – TRACT A, FLG 17A” & “EXHIBIT B – TRACT B, FLG 17A”  
ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

This Easement is binding on Grantor, and not conditioned upon obtaining the consent of any third party.





**EXHIBIT A – TRACT A, FLG 17A  
PERMANENT EASEMENT**

A parcel of land lying in the south one-half (S1/2) of Section 33, Township 6 South, Range 67 West, and the northeast one-quarter (NE1/4) of Section 4, Township 7 South, Range 67 West, of the 6th Principal Meridian, County of Douglas, State of Colorado, being a portion of Tract A, CASTLE PINES NORTH FILING NO. 17A, Douglas County Records, described as follows:

The northeasterly 2 feet of the southwesterly 12 feet of said Tract A.

Containing 2,500 square feet (0.057 acres) more or less.

As shown and described on Exhibit A Sheets 2 and 3 attached hereto and made a part hereof.

All lineal distance units are represented in U.S. Survey Feet.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on June 19, 2024, under Job No. 178301-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



EXHIBIT A - TRACT A, FLG 17A  
PERMANENT EASEMENT

SHEET 2 OF 3

BLOCK 2

CASTLE PINES NORTH FILING NO. 17A

SW1/4,  
SEC. 33,  
T6S, R67W

TRACT A

BRIAR CLIFF DR.

10' UTILITY ESMT

12'

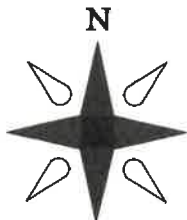
2'

MONARCH BLVD. (80' ROW)

PARCEL A  
2,500 S.F. (0.057 AC) ML

NW1/4,  
SEC. 4,  
T7S, R67W

SHEET 2  
SHEET 3



scale 1"=100' feet



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801  
www.sehinc.com

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EXHIBIT A - TRACT A, FLG 17A  
PERMANENT EASEMENT

SHEET 3 OF 3

SW1/4,  
SEC. 33,  
T6S, R67W

SW1/4,  
SEC. 33,  
T6S, R67W

CASTLE PINES NORTH FILING NO. 17A

TRACT A

10' UTILITY ESMT  
12'  
2'

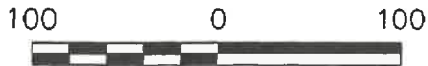
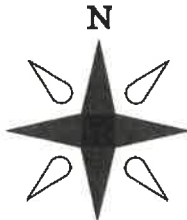
PARCEL A  
2,500 S.F. (0.057 AC) ML

NE1/4,  
SEC. 4,  
T7S, R67W

SHEET 2  
SHEET 3

NW1/4,  
SEC. 4,  
T7S, R67W

MONARCH BLVD. (80' ROW)



scale 1"=100' feet



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801  
www.sehinc.com

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**EXHIBIT B – TRACT B, FLG 17A  
PERMANENT EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 33, Township 6 South, Range 67 West, of the 6th Principal Meridian, County of Douglas, State of Colorado, being a portion of Tract B, CASTLE PINES NORTH FILING NO. 17A, Douglas County Records, described as follows:

The north 2 feet of the south 12 feet of said Tract B.

Containing 2,122 square feet (0.049 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

All lineal distance units are represented in U.S. Survey Feet.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on June 19, 2024, under Job No. 178301-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

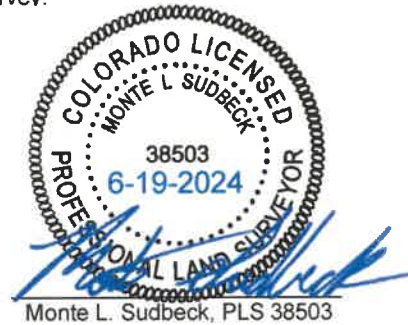


EXHIBIT A - TRACT B  
PERMANENT EASEMENT

SHEET 2 OF 3

TRACT A

CASTLE PINES NORTH FILING NO. 16

TRACT B

10' UTILITY ESMT

12

2

CASTLE PINES NORTH FILING NO. 17A

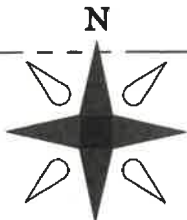
BLOCK 1

SHEET 2  
SHEET 3

MONARCH BLVD. (80' ROW)

SW1/4,  
SEC. 33,  
T6S, R67W

PARCEL A  
2,122 S.F. (0.049 AC) ML



scale 1"=100' feet



2000 S. Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801  
www.sehinc.com

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EXHIBIT A - TRACT B  
PERMANENT EASEMENT

TRACT B

SW1/4,  
SEC. 33,  
T6S, R67W

BLOCK 1

SHEET 2  
SHEET 3

CASTLE PINES NORTH FILING NO. 17A

TRACT B

TRACT A

BRIAR CLIFF DR.

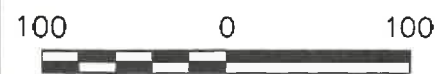
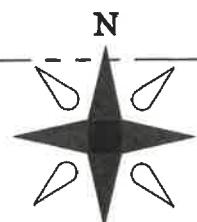
10' UTILITY ESMT

12'

2'

MONARCH BLVD. (80' ROW)

PARCEL A  
2,122 S.F. (0.049 AC) ML



scale 1"=100' feet



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