

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this 5th day of October, 2015 (the "Commencement Date") by and between the STATE OF COLORADO, acting by and through the Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University, whose address is 1100 North Avenue, Grand Junction, Colorado 81501 (hereinafter, the "Grantor"), and GRAND VALLEY RURAL POWER LINES, INC., whose address is 845 22 ROAD, GRAND JUNCTION, COLORADO 81505 (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee an exclusive, perpetual easement upon the following property (hereinafter, the "Property") located in the Mesa County, State of Colorado, to wit:

Property address: 111 32 Road, Grand Junction, Colorado 81527

Exhibit A: Description of the Easement
Exhibit B: Diagram of Easement

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for THE INSTALLATION AND MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES TO THE PROPERTY (the "Improvements").

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
6. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a copy of the recorded easement.
9. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:

**Assistant VP of Auxilliary Services
Colorado Mesa University
1100 North Avenue
Grand Junction, Colorado 81501**

Grantee:

**Grand Valley Rural Power Lines, Inc.
P.O. Box 190
Grand Junction, CO 81502**

Cc: Real Estate Programs
Attn: Real Estate Specialist
1313 Sherman Street, Suite 122
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

10. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
11. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
12. This Easement Agreement shall be governed by the laws of the State of Colorado.
13. Notwithstanding any other provision of this Easement Agreement to the contrary, no term or condition of this Easement Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101, et seq., CRS as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions

of §24-10-101, et seq., CRS, as now or hereafter amended and §24-30-1501, et seq., CRS as now or hereafter amended. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider such improvements abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and re-vest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.
4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.
6. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall

seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to the use of the Property by the Grantee, its successors, assigns, agents, employees, and contractors for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

7. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall protect, defend, indemnify and hold harmless Grantor from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Grantor.
8. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

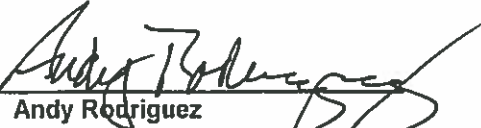
ADDITIONAL PROVISIONS:

9. This easement shall carry with it the right of ingress and egress to and from and access on and along said easement, with the right to use existing roads to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain overhead and underground electric distribution lines and communication (licensed joint use) facilities both overhead and underground, including poles, and other supports or whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, trans-closures, cabinets, junction boxes, street lighting and other devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees/landscaping, brush and other growth on or overhanging said easement that may interfere with installation, emergency repairs or operation/maintenance of electric equipment.
10. The Grantee shall install the above facilities in the easement with respect to "final grade" existing or established at the time of installation by the Grantor. The Grantor agrees not to modify the grade later over underground or around above grade equipment and is responsible for restoration of "final grade" as necessary.
11. Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with the Grantee's rights hereunder or disturb Grantee's facilities, and no building or structures shall be erected, placed, or permitted to remain on said easement without the Grantee's review for safety and access consideration.

12. The construction and installation of the improvements are complete as of the Commencement Date. Except in the case of emergencies, Grantee shall provide the Grantor with forty-eight (48) hours prior written notice before commencing any alterations or modifications to the improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:
STATE OF COLORADO
John W. Hickenlooper, Governor
Acting by and through the Trustees of
Colorado Mesa University for the use
and benefit of Colorado Mesa University

By: 
Andy Rodriguez
Assistant VP of Auxiliary Services

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs


By: 
For the Executive Director 10-7-15

APPROVED:

STATE OF COLORADO
Cynthia H. Coffman, Attorney General

By: 
10-5-2015

GRANTEE:
GRAND VALLEY RURAL POWER LINES, INC.

By: 
Thomas Walch
Title: Executive V.P. & General Manager

(If Corporation)
Attest (Seal)

By: 
Cathy Gerthill
Assistant Secretary

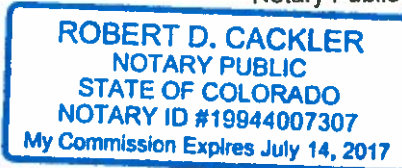
STATE OF COLORADO)
) ss.
MESA COUNTY)

The foregoing instrument was acknowledged before me this 14 day of October, 2015, by Andy Rodriguez, on behalf of the Grantor, the State of Colorado, acting by and through the Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University. Witness my hand and official seal.

My commission expires 07/14/2017.



Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2 day of OCTOBER, 2015, by Thomas Walch, on behalf of the Grantee, Grand Valley Rural Power Lines, Inc. Witness my hand and official seal.

My commission expires 01-26-2019.



Notary Public

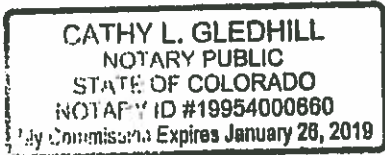


EXHIBIT "A"

A certain parcel of land lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 2, Township 2 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, said parcel lying entirely within that certain parcel of land conveyed to Colorado Mesa University by Patent from the United States of America, as same is recorded in Book 5252, Page 92, Public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NE 1/4 of said Section 2 and assuming the West line of the NW 1/4 NE 1/4 of said Section 2 bears S 00°28'41" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 06°35'01" E, a distance of 666.98 feet to the POINT OF BEGINNING; thence, from said Point of Beginning, S 00°28'41" W, a distance of 10.00 feet; thence N 89°31'19" W, a distance of 52.00 feet; thence S 00°28'41" W, a distance of 270.20 feet, more or less, to a point on the North line of Government Lot 10; thence N 88°54'03" W, along the North line of said Government Lot 10, a distance of 10.00 feet; thence N 00°28'41" E, a distance of 280.09 feet; thence S 89°31'19" E, a distance of 62.00 feet, more or less, to the Point of Beginning.

CONTAINING 3,321 Square Feet or 0.076 Acres, more or less, as described.

Authored by:
Petr T. Krick
City Surveyor
City of Grand Junction

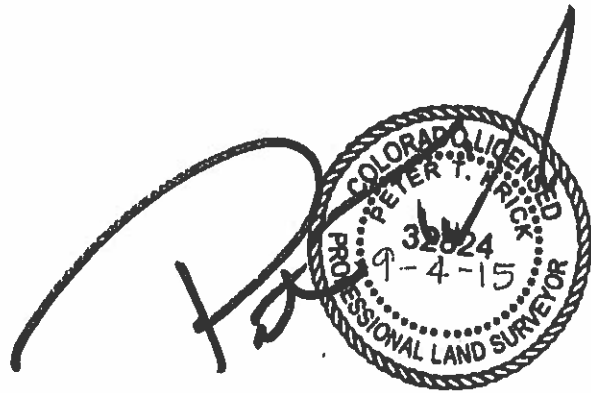


EXHIBIT "B"

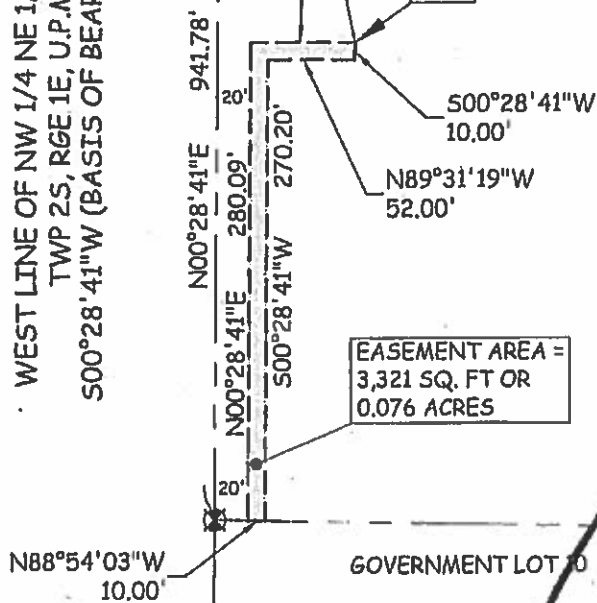
POINT OF COMMENCEMENT
NW CORNER
NW 1/4 NE 1/4 SEC 2,
TWP 2S, RGE 1E
UTE PRINCIPAL MERIDIAN

GOVERNMENT LOT 9

2967-031-00-935
MESA COUNTY, COLORADO

WEST LINE OF NW 1/4 NE 1/4 SEC 2,
TWP 2S, RGE 1E, U.P.M.
500°28'41"W (BASIS OF BEARINGS)

2967-021-00-921
COLORADO MESA UNIVERSITY
PATENT RECORDED IN
BOOK 5252, PAGE 92



EASEMENT AREA =
3,321 SQ. FT OR
0.076 ACRES



Lineal Units = U.S. Survey Foot

1 inch = 100 ft.

SHEET 8 OF 8

DRAWN BY: P.T.K.
DATE: 09-04-2015
SCALE: 1" = 100'
APPR. BY: B.G.

COLORADO MESA UNIVERSITY
111 32 ROAD
GRANT OF EASEMENT
2967-021-00-921

