

RESOLUTION NO. 16
Series of 2016

**A RESOLUTION AUTHORIZING THE TOWN OF VAIL TO GRANT A
UTILITY/ACCESS EASEMENT TO HOLY CROSS ENERGY;
AND SETTING FORTH DETAILS IN REGARD THERETO.**

WHEREAS, the Town of Vail (the “Town”), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the “Charter”);

WHEREAS, the members of the Town Council of the Town (the “Council”) have been duly elected and qualified;

WHEREAS, the Town is the owner of certain real property generally described as Parcel B, A Resubdivision of Tract D, Resubdivision of Vail Das Shone Filing 1, A Resubdivision of Parcels A&B, according to the Correction Plat thereof, situated in Section 11, Township 5 South, Range 81 West of the 6th P.M. in Vail, Colorado, (the “Chamonix Property”);

WHEREAS, to accomplish the housing development on the Chamonix Property the Town desires to grant an underground right-of-way easement to Holy Cross Energy pursuant to the terms of the Holy Cross Energy Underground Right-of-Way Easement (the “Easement”) in the form attached hereto as **Exhibit A**

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO THAT:

Section 1. The Council hereby approves the Easement in substantially the same form as attached hereto as **Exhibit A** and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 19th day of April, 2016.

Dave Chapin
Town Mayor

ATTEST:

Patty McKenny,
Town Clerk

**HOLY CROSS ENERGY
UNDERGROUND RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

TOWN OF VAIL, a Colorado municipal corporation

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor's, situate in the County of Eagle, State of Colorado, described as follows:

Parcel B, A Resubdivision of Tract D, A Resubdivision of Vail Das Schone Filing No. 1, A Resubdivision of Parcels A & B, according to the Correction Plat thereof, situated in Section 11, Township 5 South, Range 81 West of the 6th P.M., more particularly described at Reception Number 201109106 in the office of the Eagle County Clerk and Recorder, Eagle, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement fifteen (15) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described herein.

It shall be the Grantor's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on said real property are accessible by Grantee's boom trucks and other necessary equipment and personnel at all times. The use of such access by Grantee shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Grantor hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Grantee. Said corrections will be made at the sole cost and expense of Grantor.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. In areas where vegetation is disturbed by the above described use of the easement, the ground surface shall be seeded using a standard native mix by Grantee. Grantor agrees that landscaping or other surface improvements added on said easement after the date of execution hereof will be minimized and that Grantee will not be responsible for damage to said additional landscaping or surface improvements caused by exercise of its rights granted by this easement.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this _____ day of _____, 20_____.

The individual signing this Holy Cross Energy Underground Right-of-Way Easement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

TOWN OF VAIL, a Colorado municipal corporation

By: _____
Mayor

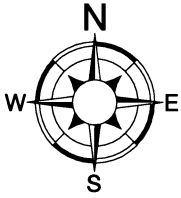
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as Mayor of TOWN OF VAIL, a Colorado municipal corporation .

WITNESS my hand and official seal.
My commission expires:

Notary Public

Address: _____



CHAMONIX LANE

TOWN OF VAIL
PROPERTY
PARCEL B
RECEPTION NO. 201109106

APPROXIMATE
CENTERLINE OF 15' WIDE
HOLY CROSS ENERGY
UNDERGROUND
RIGHT-OF-WAY
EASEMENT (TYPICAL)

PROPERTY LINE
(TYPICAL)

CHAMONIX ROAD

Section 11 Township 05 South Range 81 West of the 6th P.M.
Job Name: VAIL - CHAMONIX AFFORDABLE HOUSING, PH1

EAGLE County
W/O #: 21357

Holy Cross Energy
Glenwood Springs, Colorado

NOT TO SCALE
FACILITY LOCATIONS
APPROXIMATE

EXHIBIT A