

POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC.
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

X KELLY F. BERNDT and ANNA EILEENE BERNDT

[PRINT FULL NAME(S) (SINGLE, JOINT, PARTNERSHIP, CORPORATION, INCORPORATED ASSOCIATION, OWNER)]
is (are) the owner(s) of record [collectively "Grantor"] and for a good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant unto Poudre Valley Rural Electric Association, Inc., ("Association") a Colorado cooperative association, whose post office address is Fort Collins, Colorado, and to its successors and assigns, a perpetual right-of-way and easement, upon these particularly described lands of the undersigned/Grantor ["Easement Area"]:

X AN EASEMENT 20 FEET WIDE ADJACENT TO THE COUNTY ROAD 15 ROW ALONG THE WESTERN PROPERTY LINE.

X Reception No. 4332527 County WELD, Parcel 045317200025

X Township 09N, Range 67W, Section 17

for the purposes of constructing, reconstructing, inspecting, upgrading, increasing voltage or line capacity, modifying, operating, repairing, maintaining, and extending from time to time an overhead and/or underground electric line or system, including without limitation any communications facilities, fiber optic facilities, broadband and broadband service facilities, wireless transmitters and receivers and phone line carrier equipment and other communication equipment of any kind of the Association or its assigns, including without limitation above ground poles, towers, fixtures, guy wires, and structures, and above and below ground conductors, cables, wires, arrestors, footings, conduits, vaults, transformers, pads, and enclosures [collectively "Facilities"], on, over or under the Easement Area. Grantor, and Grantor's heirs, successors, personal representatives, and assigns, also grants to the Association the following rights and provisions:

- A. Grantor grants the Association and its assigns the right of access for ingress and egress over the lands above-described Easement Area and the adjoining lands of Grantor, and the right to use the roads or trails, whether public, private, or dedicated, and the right to install, maintain and use gates and fences presently installed or as may be installed from time to time.
- B. Grantor of Easement shall not perform any act that will impair the structural integrity of, interfere with, or endanger the Facilities or grant any other easement, right-of-way, permit, or license upon, under or over the Easement Area without the prior written consent of the Association, which consent shall not be unreasonably withheld. The failure to enforce all or any portion of this Easement by the Association shall not be deemed acquiescence or waiver by the Association of any of its herby expressed rights.
- C. Grantor grants the Association and its assigns the right to remove, cut, mow, trim, or control by chemical means any vegetation located within the Easement area as well as any dead, weak, leaning, or dangerous trees/limbs adjacent to the Easement Area that the Association considers a hazard to or otherwise endangers its Facilities.
- D. Grantor shall not construct or permit the construction of any temporary or permanent buildings, structures, including without limitation trailers or mobile homes, signs, or wells on, under, or over the Easement Area or that impair or impede the access of the Association to its Facilities. No other objects shall be erected, placed, or permitted to remain on, under, or over Easement Area by Grantor, which will or may interfere with, impact or endanger the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Grantor shall not without the prior written approval of the Association, which shall not be unreasonably withheld, build, create, construct, nor allow to be built, created, or constructed, any utilities, streets, curb and gutters, parking surfaces, trees, landscaping, fences, or similar improvements, permanent or temporary, nor allow the impoundment of water on, or modify the ground elevation of the Easement Area. Any of the improvements or structures described in this Easement may be hereinafter called "Improvements." No failure by the Association to remove or otherwise object to such Improvements shall be deemed to constitute consent on the part of the Association to such Improvements. In addition, no such failure by the Association to remove or otherwise object to such Improvements shall be deemed a waiver of the Association's right to remove any such Improvements without further notice or compensation to Grantor.
- E. Grantor agrees that all facilities installed by or for the Association shall remain the property of the Association, relocatable and removable at the option of the Association.
- F. Grantor grants the Association and its assigns the right to use the easement for communication purposes for the Association and for other users including fiber optic facilities, broadband and broadband service facilities, wireless transmitters and receivers and phone line carrier equipment and other communications equipment of any kind.
- G. No amendment, modification or supplement of this Easement shall be binding on the Association unless made in writing and executed by an authorized representative of the Association (or its successor or assign, if applicable).
- H. Grantor warrants that Grantor is the owner in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatsoever character except the following:

X MORTGAGE COMPANY NAME:

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

X IN WITNESS WHEREOF the undersigned has set his hand and seal this 19 day of July, 20 22.

X [Owner] [Signature]
(Signature)

X [Owner] [Signature]
(Signature)

X STATE OF Colorado)
) ss.
X COUNTY OF Weld)

X The foregoing instrument was acknowledged before me this 19 day of July, 20 22.

X by Yadira Conchas
[PRINT - OWNER OF RECORD NAME(S)/AUTH. AGENT]

YADIRA CONCHAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174045651
MY COMMISSION EXPIRES MAY 19, 2026

Witness my hand and official seal.

X [Signature]
[SIGNATURE - NOTARY PUBLIC] My Commission Expires: May 19, 2026

MY COMMISSION EXPIRES MAY 19, 2026
NOTARY ID 2017A045521
STATE OF COLORADO
NOTARY PUBLIC
YADIRA CONCHAS

Yadira Conchas

[Handwritten signature]

[Faint handwritten text]

[Faint handwritten text]

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RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

X KELLY F. BERNDT and ANNA EILEENE BERNDT

[PRINT FULL NAME(S) (SINGLE, JOINT, PARTNERSHIP, CORPORATION, INCORPORATED ASSOCIATION, OWNER)]

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X AN EASEMENT 20 FEET WIDE ADJACENT TO THE WESTERN PROPERTY LINE.

X Reception No. 4332527 County WELD, Parcel 045317200029 [PT E2W2, Lot D Rec Exempt Recx16-0145]

X Township 09N, Range 67W, Section 17

for the purposes of constructing, reconstructing, inspecting, upgrading, increasing voltage or line capacity, modifying, operating, repairing, maintaining, and extending from time to time an overhead and/or underground electric line or system, including without limitation any communications facilities, fiber optic facilities, broadband and broadband service facilities, wireless transmitters and receivers and phone line carrier equipment and other communication equipment of any kind of the Association or its assigns, including without limitation above ground poles, towers, fixtures, guy wires, and structures, and above and below ground conductors, cables, wires, arrestors, footings, conduits, vaults, transformers, pads, and enclosures [collectively "Facilities"], on, over or under the Easement Area. Grantor, and Grantor's heirs, successors, personal representatives, and assigns, also grants to the Association the following rights and provisions:

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X IN WITNESS WHEREOF the undersigned has set his hand and seal this 19 day of July, 20 22

X [Owner] [Signature]

X [Owner] Anna Berndt (Signature)

X STATE OF Colorado) ss.

X COUNTY OF Weld)

X The foregoing instrument was acknowledged before me this 19 day of July, 20 22

X by Yadira Conchas
[PRINT - OWNER OF RECORD NAME(S)/AUTH. AGENT]

YADIRA CONCHAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174045651
MY COMMISSION EXPIRES MAY 19, 2026

Witness my hand and official seal.

SEAL

X [Signature]
[SIGNATURE - NOTARY PUBLIC]

My Commission Expires: May 19, 2026

MY COMMISSION EXPIRES MAY 19, 2026
NOTARY ID 2017A045651
STATE OF COLORADO
NOTARY PUBLIC
YADIRA CONCHAS

[Faint, illegible handwritten text and signatures]