

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 56, SERIES 2025**

**A RESOLUTION APPROVING A RIGHT-OF-WAY EASEMENT  
AGREEMENT WITH Poudre Valley Rural Electric Association**

**WHEREAS**, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, the Town is the owner of certain real property in Weld County, Colorado, sometimes referred to as the KM South property (the "Property"); and

**WHEREAS**, the Poudre Valley Rural Electric Association (PVREA) has requested to purchase a right-of-way easement for three electric lines crossing the Property from the Town for \$15,281.30; and

**WHEREAS**, attached hereto as Exhibit A is a Right-of-way Easement Agreement (PVREA) (the "Easement"); and

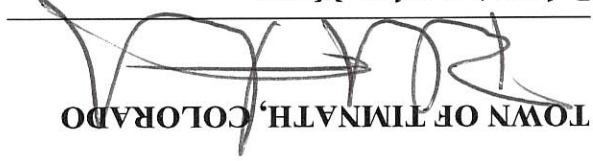
**WHEREAS**, the Town Council is familiar with the Easement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:**

**Section 1. Approval**

The Town Council hereby approves the sale of the Easements to Poudre Valley Rural Electric Association. The Easement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Public Works Director, Town Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 26, 2025.**

**TOWN OF TIMNATH, COLORADO**  
  
Robert Axmacher, Mayor



ATTEST:

*Milissa Peters-Garcia*

Milissa Peters-Garcia, CMC

Town Clerk

**RIGHT-OF-WAY EASEMENT AGREEMENT  
WITH POUDRE VALLEY RURAL ELECTRIC ASSOCIATION FOR 3-PHASE 15KV  
CONDUCTORS ON THE KM SOUTH PROPERTY IN THE  
TOWN OF TIMNATH, COLORADO**

**EXHIBIT A**

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

KNOW ALL MEN BY THESE PRESENTS, that

**The Town of Timnath, a Colorado municipal corporation**

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 7649 Rea Pkwy, Fort Collins, Colorado, 80528 and to its successors and assigns, a perpetual right-of-way and easement, upon these particularly described lands of the undersigned/Grantor ["Easement Area"]:

**AN EASEMENT AS DESCRIBED IN THE ATTACHED EXHIBIT "A"**

**AS CONSTRUCTED ON WORK ORDER #222397**

**Reception No. 4368712 County Weld, Parcel 070518000044 Township 7 N, Range 67 W, Section 18 for**

the purposes of constructing, reconstructing, inspecting, upgrading, increasing voltage or line capacity, modifying, operating, repairing, maintaining, and extending from time to time an 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 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 through adjacent right-of-way and the right to use the Town-owned roads, whether public, private, or dedicated, and the right to install, with the prior consent of Grantor, 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 hereby expressed rights.
- C. Grantor grants the Association and its assigns the right to remove, cut, mow, trim, 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 Area 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 by and through the Town, and that said lands are free and clear of encumbrances and liens of whatsoever character except the following:  
Encumbrances recorded of record with the Weld County Clerk and Recorder or disclosed by Grantor to the Association.

**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.

IN WITNESS WHEREOF the undersigned has set his hand and seal this 26 day of August, 2025.

The Town of Timnath, a Colorado municipal corporation



Signature

Robert Axmacher, Mayor  
Printed Name and Title

STATE OF Colorado  
( ) ss. Lawmer  
COUNTY OF

The foregoing instrument was acknowledged before me this 26 day of August, 2025, by Robert Axmacher Mayor as \_\_\_\_\_ of The Town of Timnath, a Colorado municipal corporation.

Poudre Valley Rural Electric Association, Inc. P.O. Box 272550, Fort Collins, CO 80527

[SIGNATURE - NOTARY PUBLIC]

My Commission Expires:

Witness my hand and official seal.

SEAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of Poudre Valley Rural Electric Association, Inc. as \_\_\_\_\_

COUNTRY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ ) ss. \_\_\_\_\_ )

Signature

Printed Name and Title

Poudre Valley Rural Electric Association, Inc.

[SIGNATURE - NOTARY PUBLIC]

My Commission Expires: 8/8/28

Witness my hand and official seal.

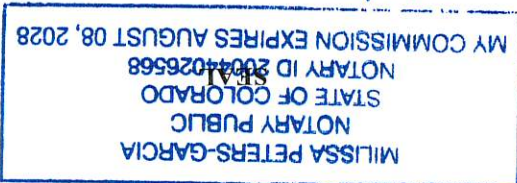




EXHIBIT A

Poudre Valley REA Sheet 1 of 2

Town of Timnath - Property Address: 6644 Highway 14, Timnath, Weld County, Colorado

A parcel of land being a part of Reception No. 4368712, recorded January 18, 2018, Weld County Records, lying in the Northeast one-quarter of Section 18, Township 7 North, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado, described as follows:

Parcel 3

Commencing at the east one-quarter corner of said Section 18; thence N 00°09'18" W, 25.05 feet, to the south line of said Reception No. 4368712, recorded January 18, 2018, Weld County Records; thence S 86°14'29" W, 407.92 feet, along said south line to the POINT OF BEGINNING;

thence, continuing along said south line, S 86°14'29" W, 1528.13 feet; thence departing said south line, N 00°21'18" W, 25.04 feet; thence N 86°14'29" E, 1465.44 feet; thence S 71°32'31" E, 66.12 feet to the south line of said Reception No. 4368712, the POINT OF BEGINNING;

Bearings are based on the south line of the Northeast one-quarter of said Section 18, as bearing S 86°14'29" E, 2,424.49 feet, and monumented on the east by a 1.5" aluminum cap marked "PLS 25372", and on the west by a 2.5" aluminum cap marked "PLS 28414". Said parcel A contains 37,420 square feet, (0.859 acres), more or less.

An illustration for this description is attached hereto and made a part hereof.

The author of this description is Mr. Brian M. Helmink, PLS 38329, a registered professional land surveyor licensed to practice in the State of Colorado. The description was written for Poudre Valley REA, and on behalf of Lambert Land Consulting, LLC, on May 2, 2025, under Job Number L24-034, and is NOT to be construed as representing a monumented land survey.



LAMBERT LAND CONSULTING, LLC

P: 970-217-2190 - www.lambertlc.com

# ILLUSTRATION - PARCEL 3

NORTHEAST ONE-QUARTER SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6th P.M.  
 COUNTY OF WELD, STATE OF COLORADO

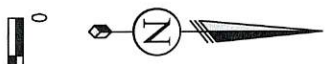
LINE TABLE		
LINE	LENGTH	BEARING
L1	25.05	N0° 09' 18"W
L2	25.04	N0° 21' 18"W
L3	66.12	S71° 32' 31"E



RECORDED EXEMPTION NO. 0705-18-4 RECX12-0036  
 RECEPTION NO. 3872924 (9/12/2012)  
 GRANTEE: TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.  
 RECEPTION NO. 3876607 (9/27/2012)

RECORDED EXEMPTION NO. 0705-18-4 RECX12-0036  
 RECEPTION NO. 3872924 (9/12/2012)  
 GRANTEE: MT-GAL, LLC  
 RECEPTION NO. 4178928 (2/5/2016)

GRANTEE: TOWN OF TIMNATH  
 RECEPTION NO. 4368712 (1/18/2018)



0705-18-4-01A POREA Civilly Prepared Easement/Right-of-Way Map 02-2025-4537mm

#	DATE	REVISIONS	PREPARED FOR: WO# 222397	Project#: L24-034
0	4/30/2025	ORIGINAL DOCUMENT - KBT	<b>POUDRE VALLEY REA</b> Lambert Land Consulting, LLC 2063 Lodi Court - Fort Collins - Colorado 80526 Phone 970.217.2190 - www.lambertllc.com	Project#: L24-034

WO No. 222397

Side Letter Agreement

Grantor: The Town of Timnath, a Colorado municipal corporation ("Grantor")

Grantee: Poudre Valley Rural Electric Association, Inc., a Colorado Corporation, ("Grantee")

RE: Poudre Valley Rural Electric Association, Inc., Right-of-Way Easement ("Easement") dated the 26<sup>th</sup> day of August 2025, covering lands in Weld County, Colorado, being in the Section 18, Township 7 North, Range 67 West, 6<sup>th</sup> Principal Meridian.

The Grantor and Grantee agree to the following additional provisions. To the extent that there are any conflicts between these additional provisions and other provisions as provided in the Easement, these additional provisions shall control.

1. In consideration of a fully executed easement, compensation in the amount of \$15,281.30 shall be paid in exchange for an easement being 25.04' wide and 1,528.13' long. Compensation shall be payable prior to commencement of construction activities.

2. Grantee will mitigate damages and shall restore the Easement Area and Grantor's adjacent property within the construction area to substantially the condition existing prior to such work, except as required for the Grantee facilities.

3. Grantee shall make access to the proposed easement located via existing right of way currently occupied by an existing overhead electric transmission power line. Should Grantee need to access any additional portion of the Grantors property, Grantee shall make a separate request to the Grantor.

AGREED TO AND ACCEPTED THIS 26<sup>th</sup> DAY OF August, 2025.

The Town of Timnath, a Colorado municipal corporation



Signature

Robert Axmacher, Mayor

Printed name and Title

Poudre Valley Rural Electric Association, Inc.

By

John Bowerfind

Executive Vice President Engineering and Grid Advancement

Cc: File 222397