

PERMANENT EASEMENT WITH TERMS AND CONDITIONS

THIS EASEMENT AGREEMENT WITH TERMS AND CONDITIONS ("Easement") is made and entered into this ____ day of June, 2026 (the "Effective Date"), by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, ("Grantor"), and CHALK BLUFFS WIND, LLC, a Delaware limited liability company ("Grantee"), whose address for purposes of this Easement is 9950 S Power Plant Rd, Sandy, UT 84092, US.

- 1) Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A, consisting of one (1) page, attached to and made a part of this Easement ("Grantor's Property").
- 2) Grant of Easement - Consideration.
 - a. For and in consideration of the covenants and agreements herein set forth, the sum of Two Thousand Eight Hundred Sixty Five Dollars (\$2,844.00), and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor hereby grants, sells and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") on, over, and across that certain portion of Grantor's Property more particularly described and generally depicted on Exhibit B, consisting of two (2) pages, attached to and made a part of this Easement (the "Easement Area"), subject to the conditions and restrictions set forth below. The above-referenced consideration shall be paid by Grantee to Grantor upon execution of this Easement by such parties.
 - b. Pursuant to its applications to Weld County, Colorado ("County") for 1041 permits ("1041 Permits") to construct a 230-kilovolt (kV) transmission line and associated apparatus (the "Improvements"), the Grantee has proposed a 125 foot wide corridor within which the Improvements may be constructed, which is generally depicted on page 2 of Exhibit B (the "Permitting Corridor").
 - c. If, during the final design and/or the construction of the Improvements, conditions are discovered which render infeasible the placement of the Improvements within the Easement Area as generally described in subsection 2(a) above and depicted on Exhibit B, the parties may modify the Easement Area provided that all of the following conditions have been satisfied:
 - i. The Counties have approved any required revisions to the 1041 Permits;
 - ii. Grantee has submitted to Grantor a general legal description of the modified Easement Area ("Modified Easement Area") that is no greater than one hundred twenty five (125) feet wide and is within the Permitting Corridor, along with documentation supporting that the impact of such

Modified Easement Area is not significantly greater than that created by construction and operation of the Improvements within the original Easement Area and if significant, that such impacts will be appropriately mitigated.

- iii. Upon the expeditious review of the documentation referenced in subsection 2(c)(ii) above, the City Manager of the City, upon advice from the City Attorney of the City, shall approve the Modified Easement Area in writing upon finding that, based upon such documentation, the Modified Easement Area is no greater than one hundred twenty five (125) feet wide; is within the Permitting Corridor; any required revisions of the 1041 Permits have been approved; and the impacts from such Modified Easement Area are not significantly greater than the original Easement Area or, if significant, will be appropriately mitigated.
 - d. Upon completion of construction of the Improvements, Grantee shall cause to be prepared "as-built" drawings ("As-Built Drawings") and a surveyed legal description and depiction of the Easement Area ("Surveyed Legal Description and Depiction") and shall submit such documents to Grantor. The Surveyed Legal Description and Depiction shall generally conform to the description and depiction referenced in subsection 2(a) unless a Modified Easement Area has been approved in accordance with subsection 2(c) above. The Surveyed Legal Description and Depiction shall be substituted for the original legal description (the "Final Easement Area") and the parties shall prepare and record an amendment to the Easement with the Surveyed Legal Description and Depiction. Subsequent uses of the term "Easement Area" in this Easement are intended to refer to the Final Easement Area.
- 3) Purpose and Uses of Easement. As part of the Roundhouse project to construct the Improvements, Grantee has partnered with Platte River Power Authority (the "Authority") to deliver power from a wind energy facility in Wyoming to the Authority's Rawhide Energy Station in Larimer County. Grantee may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, the Improvements, and for access to the Improvements, on, over, and across the Easement Area. The Improvements shall include electric transmission lines, poles and other structures, wires, and cables, including overhead wires for the transmission of electric energy, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said pole. Grantee may not permit co-location of third-party equipment on Grantee's towers, poles or other structures or otherwise within the Easement Area without the consent and agreement of the Grantor, in its sole discretion, including agreement on any additional compensation required for such third-party use of Grantor's Property.

4) Additional Rights of Grantee. Grantor further grants to the Grantee:

- a. the right of ingress to and egress from the Easement Area over and across Grantor's Property at any time and all times deemed reasonably necessary by Grantee, such ingress and egress being depicted on Exhibit B to this Easement.
- b. the right from time to time to maintain, improve, enlarge, reconstruct, relocate and replace the Improvements with any other number or type of similar improvements, either in the original location or at any alternate location or locations within the Easement Area, consistent with and serving the intended purposes of the Easement and with the agreed upon Mitigation Design Standards as described in subsection 7(b) below. Grantee must give Grantor advance notice of any change in the type, number or location of improvements and cannot proceed until Grantor has provided its written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the event of an emergency, no prior notice or consent of the Grantor shall be required prior to making modifications necessary to respond to such emergency.
- c. the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and
- d. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on Grantor's Property which in the reasonable opinion of Grantee interferes with maintenance or operation of the Improvements. Grantor acknowledges that only vegetation with a maximum mature height of fifteen (15) feet shall be allowed within the Easement Area.

5) Grantor's Rights in Easement Area.

- a. Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted herein, including but not limited to Grantor's right to install, operate, maintain and replace or, with the prior written consent of Grantee, allow others to install, operate, maintain and replace utility improvements within the Easement Area; such consent shall not be unreasonably withheld, conditioned or delayed; provided, however Grantor shall not construct or place, or allow to be constructed or placed, any buildings, structures, utility improvements, plants, or other obstructions on Grantor's Property or the Easement Area, which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or in the reasonable opinion of Grantee would interfere with the operation and maintenance of the Improvements.

- b. Grantor agrees not to install permanent buildings over the Easement Area and Grantor shall not excavate so near the sides of or underneath the Improvements installed as to undermine or otherwise adversely affect their stability and usability as determined by Grantee in its reasonable opinion. Grantor shall consult with Grantee on specific guidelines for excavation on a case-by-case basis.

6) Grantee's Obligations Regarding Easement Area.

- a. Grantee must maintain its Improvements in a condition that is compliant with all applicable laws, regulations, and the requirements of this Easement, and repair the Improvements as necessary.
- b. Grantee acknowledges that varying portions of Grantor's Property are used for the application of Class B biosolids, which activity is regulated by the state of Colorado. Grantor will provide Grantee with information and training material on Class B biosolids, and Grantee shall make such material and training available to any of its employees, agents, licensees and contractors accessing the Easement Area. Grantor shall also provide Grantee updated regulatory information when applicable. Except in the case of an emergency, Grantee agrees to take reasonable steps to notify Grantor, or shall require its agents, licensees or contractors, as applicable, to notify Grantor, at the contact telephone number in section 13 below at least one business day prior to performing any planned patrol, maintenance, repair, construction, reconstruction, or other work on or within the Easement Area. Upon receiving Grantee's notice of planned work within the Easement Area, Grantor shall (1) provide Grantee information regarding recent biosolids application in the area so that Grantee may take any necessary precautions or (2) if time permits, delay the application of biosolids in the area of Grantee's planned work for the duration of such work. Grantee shall retain documentation of the training provided to Grantee's employees, agents, licensees and contractors accessing the Easement Area. Such documentation shall be retained for a period of three (3) years and copies shall be made available to Grantor upon request. For any such work that requires disturbance of one acre or more of the surface Grantee shall also submit a construction plan and schedule to Grantor. The Grantee will request a Temporary Construction Easement or license from Grantor for any construction or reconstruction if working on Grantor's Property outside of the Easement Area, which request shall not be unreasonably withheld, conditioned or delayed. In cases of emergency repair no advance notification is required, but Grantee shall notify Grantor of the emergency and provide related information including the nature of the emergency and the response as soon as reasonably practicable, but no later than thirty (30) calendar days following such emergency event.

- c. All Grantee's activities on the Easement Areas, and any access across the Grantor's Property, must be carried out in a manner and on a schedule reasonably expected to minimize disturbance to the natural features of the Grantor's Property and the Grantor's use thereof. If damage results from the construction, maintenance, repair or operation of the Improvements, or Grantee's activities on the Easement Areas or elsewhere on the Grantor's Property, Grantee will make such repairs or take such other action as may be reasonably necessary to restore the Grantor's Property to a condition reasonably comparable to its prior condition, including without limitation the provision of ongoing maintenance of any seeded or planted areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, until such time as any such repair and restoration is fully established and stabilized. Such restoration shall be completed in accordance with the Grantor's best management practices ("BMPs") as outlined in Exhibit D, provided however that performance of the Routine Activities described on Exhibit C shall not be subject to the BMPs. Following Routine Activities, Grantee will make such repairs or take such other action as may be reasonably necessary to restore the Grantor's Property to a condition comparable to its prior condition. For the purpose of the initial installation of the Improvements, Grantee also agrees to rely on the Grantor's BMPs to specify standards for activities undertaken on the Grantor's Property. The parties acknowledge that sensitive vegetation, habitat or other natural conditions may require special effort by Grantee to protect, restore, or replace in the event they are disturbed by Grantee's activities.
- 7) Additional As-Built Drawings. In the event of a change in the type, number or location of the Improvements, as described in subsection 4(b), Grantee will provide Grantor with as-built drawings accurately depicting the location and nature of the Improvements constructed within the Easement Area no later than sixty (60) days following such change.
- 8) Representations of Grantor. Grantor warrants that it has the full and lawful authority to grant this Easement.
- 9) Recordation. Grantee will record this Easement in the records of the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder and, upon request of Grantor, furnish evidence of such recording to the Grantor. This Easement will not be valid until it is recorded. If this Easement has not been recorded with both the Larimer County Clerk and Recorder and the Weld County Clerk and Recorder within six (6) months of the date of execution of this Easement by the Grantor, then the Easement will be null and void and have no force and effect whatsoever, and the parties will be relieved of any remaining obligations hereunder as of the date of such termination.
- 10) Abandonment. Should the Grantee fail to construct the Improvements within five (5) years from the date of this Easement, or should Grantee permanently discontinue

maintaining and using the Improvements within the Easement Area for a period of five (5) years, this shall constitute an abandonment of the Easement, Grantee's Improvements, and Grantee's rights under this Easement and the Easement shall automatically terminate. In such event, Grantee agrees to execute and record a vacation/termination of the Easement. Upon abandonment, and the Grantee will at its sole cost and expense remove any surface Improvements from the Easement Area. Grantee must consult with the Grantor in advance of any such removal, and the Grantor may in its sole discretion require the Grantee to leave some or all Improvements in place. If Grantee removes the Improvements from the Easement Area, Grantee shall carry out such removal consistent with the requirements set forth in Section 6, and restore the Easement Area and any other portion of Grantor's Property affected by the removal activities, at Grantee's sole cost and expense, to a condition reasonably comparable to its condition just prior to the Grantee's removal activities.

11) Indemnity and Insurance.

- a. To the extent allowed by law, Grantee agrees to release and indemnify the Grantor, its officers, agents, employees, representatives, successors and assigns ("Grantor Parties") from and against all claims and liability, including but not limited to the Grantor's reasonable legal fees and costs, including attorneys' fees, for claims for personal injury, death or property damage resulting from or arising out of the Grantee's use of the Easement Area or other activities on Grantor's Property to the extent caused by the negligence or willful misconduct of the Grantee, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions by Grantee in violation of this Easement, except to the extent such claims and liability are the result of Grantor Parties' negligence or willful misconduct in whole or in part.
- b. Grantee shall procure, pay for, and keep in full force and effect during the term of the Easement a policy of general liability insurance covering the Improvements and insuring Grantee in an amount not less than One Million Dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with the operation, maintenance, or use of the Improvements (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles. All policies of insurance required hereunder must name Grantor as an additional insured, and shall contain a provision that the policy or policies cannot be canceled or non-renewed either by the insured or the insurance company until thirty (30) days' (except for non-payment of premium) prior written notice thereof is given to Grantor. Upon issuance or renewal of any

such insurance policy, Grantee shall furnish a certificate of insurance to Grantor. Upon the approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, Grantee shall be allowed to meet the insurance requirements set forth herein through another form of insurance in lieu of general liability such as self-insurance and an excess or umbrella liability policy. In the event Grantee fails or neglects to maintain, or require its contractor to procure and maintain, as applicable, the insurance required by this Section, then Grantor shall have the right, but not the obligation, upon giving the Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of the Grantee, and in such event the cost of such insurance shall be paid for by the Grantee promptly upon receipt of an invoice covering such charges.

12) Notices. Except as otherwise permitted herein, any notice or other communication relating to this Easement must be in writing and shall be deemed given (i) when delivered personally, or (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the party at its respective address as follows:

If to Grantee:
Chalk Bluffs Wind, LLC
9950 S Power Plant Rd, Sandy, UT 84092, US.
Email: Christine Mikell christine@enyo-energy.com

If to Grantor:
Real Estate Services Manager City of Fort Collins
Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Email: RealEstateServices@fcgov.com
Hand Delivery:
300 Laporte Avenue, Building B, Fort Collins, CO 80521

With a copy to:
City Attorney's Office City of Fort Collins Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Hand Delivery:
300 Laporte Avenue, Building A, Fort Collins, CO 80521

Where permitted by this Easement, notification by telephone or email shall be to the following contacts:

If to Grantee:
Chalk Bluffs Wind, LLC
9950 S Power Plant Rd, Sandy, UT 84092, US.
Email: Christine Mikell christine@enyo-energy.com

If to Grantor:
City of Fort Collins, Wastewater Utility
Director of Plant Operations, Water Reclamation Biosolids
(970) 221-6900

Either party may change its contact information at any time by providing written notice to the other party.

13) Default and Litigation Expenses. If a party to this Easement is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance or damages or both. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default. In the event a party defaults in any of its covenants or obligations and the party not in default commences and substantially prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

14) Assignment. Grantee may not assign its rights under this Easement without the prior written consent of the Grantor, which shall not be unreasonably withheld, conditioned, or delayed.

15) Additional Terms and Conditions.

- a. Whenever used herein, the singular number includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- b. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.
- c. The parties intend and agree that this Easement is to be construed and enforced according to the laws of Colorado, that venue in any proceeding related to the subject matter of this Easement will be in Larimer County, Colorado, and that this Easement is binding upon the parties hereto and their trustees, heirs, personal representatives, successors and assigns.
- d. If any term of this Easement is determined by any court to be unenforceable, the other terms of this Easement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Easement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

IN WITNESS WHEREOF, the Grantee has hereunder set its hand and seal the day and year first above written; and the Grantor has caused this Easement and Agreement to be executed by its Mayor, attested to by its City Clerk, and its corporate seal to be hereunto affixed, all pursuant to

Ordinance No. ###, 2026, passed on final reading by the City Council of the City of Fort Collins on the ### day of June, 2026.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date signed.

GRANTEE:

CHALK BLUFFS WIND, LLC, a Colorado corporation

Date: _____

NAME, TITLE

ATTEST:

NAME, TITLE

GRANTOR:

THE CITY OF FORT COLLINS, Colorado,
a municipal corporation

Date: _____

Emily Francis, Mayor

ATTEST:

Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

April Silva, Assistant City Attorney

EXHIBIT A
Grantor's Property
(Page 1 of 1)

Property Description:

142.6 acres, more or less, located in Section 20, Township 12 North, Range 67 West, 6th P.M., Weld County, Colorado, being more particularly described in that certain Patent from Colorado State Land Commission to the City of Fort Collins, dated November 7, 1993, recorded in Book 1415, Page 1722, at Reception No. 02362991, Clerk and Recorder's Records, Weld County, Colorado.

Location Address:

Unaddressed

Assessor Parcel Number:

005120400010

Map:

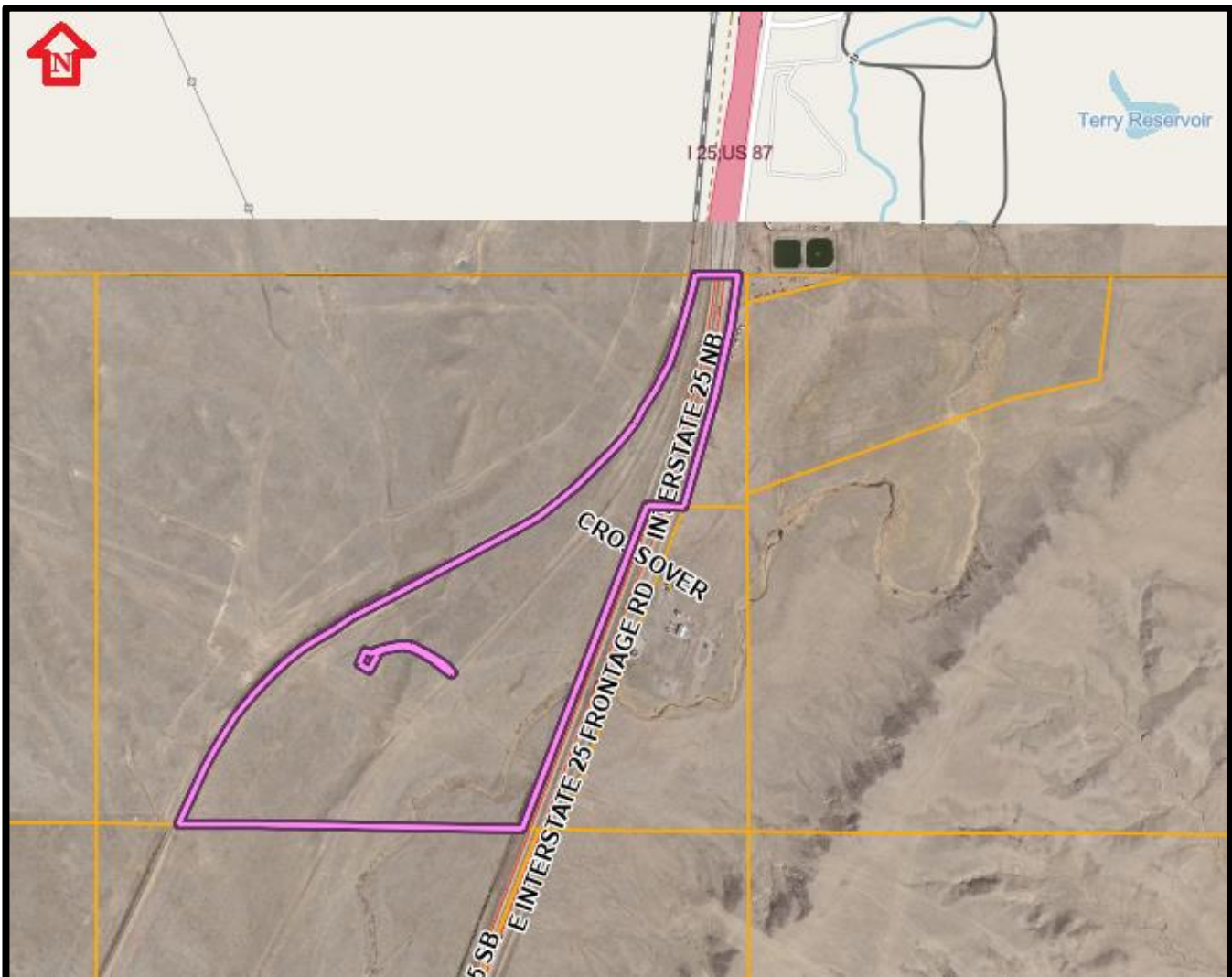
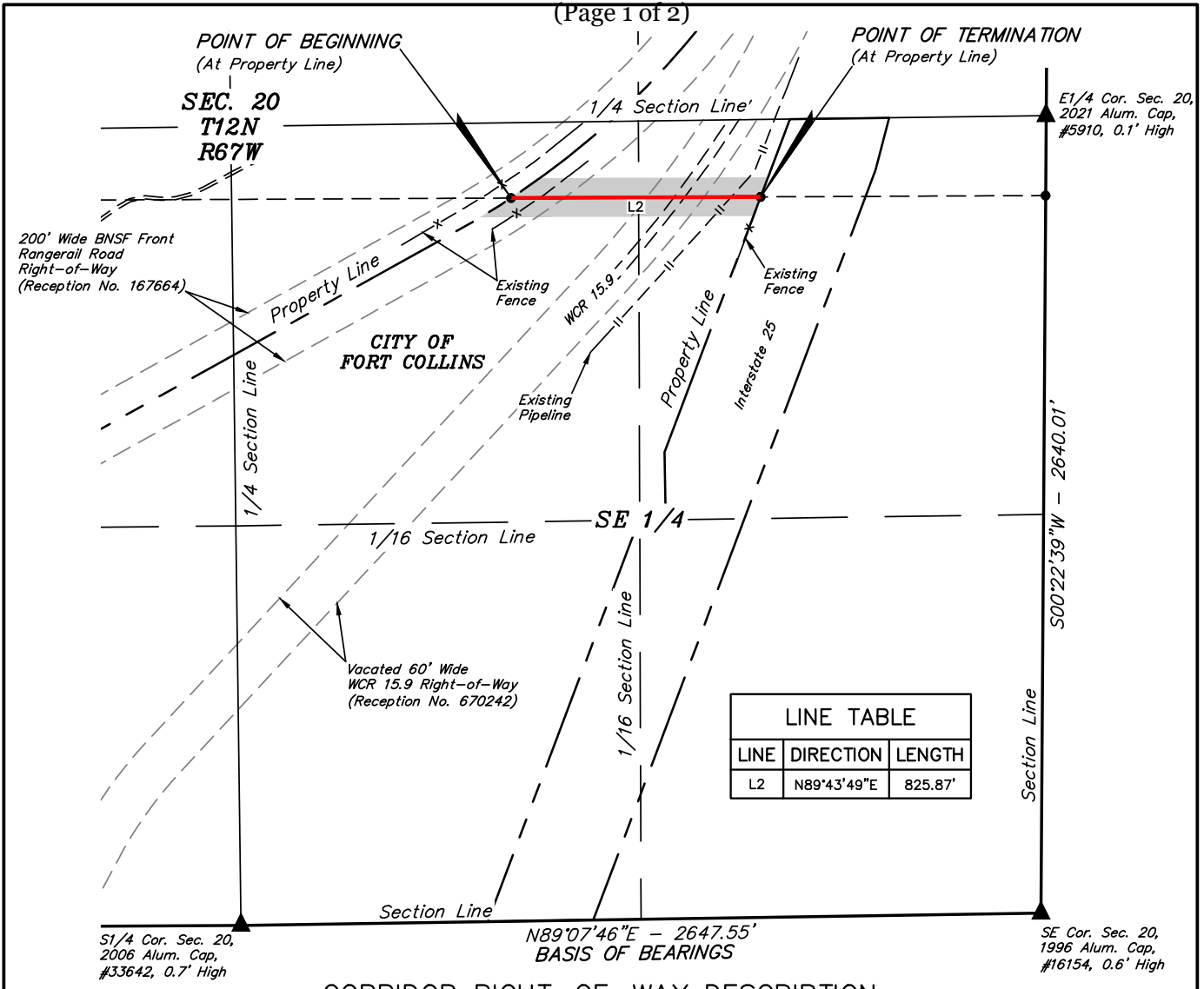


EXHIBIT B Easement Area

(Page 1 of 2)

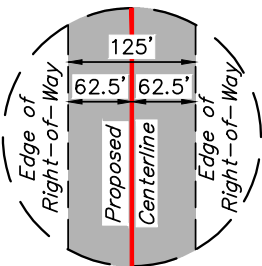


LINE TABLE		
LINE	DIRECTION	LENGTH
L2	N89°43'49"E	825.87'

CORRIDOR RIGHT-OF-WAY DESCRIPTION

A 125' WIDE RIGHT-OF-WAY 62.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, T12N, R67W, 6th P.M., FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 20 BEARS N89°07'46"E 2647.55', THENCE N20°21'57"E 2568.17' TO A POINT ON THE CENTERLINE OF THE BNSF FRONT RANGE RAILROAD IN THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE N89°43'49"E 825.87' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 IN THE NE 1/4 OF SE 1/4 OF SAID SECTION 20 AND THE POINT OF TERMINATION, WHICH BEARS N35°29'31"E 2961.84' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 20. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. ALL BEARINGS, DISTANCES, AND AREAS ARE GRID BASED ON COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. CONTAINS 2.370 ACRES MORE OR LESS.



TYPICAL RIGHT-OF-WAY DETAIL
NO SCALE



ACREAGE / LENGTH TABLE		
FEET	RODS	ACRES
825.87	50.05	2.370

▲ = SECTION CORNERS LOCATED.

POINT OF BEGINNING BEARS N20°21'57"E 2568.17' FROM THE SOUTH 1/4 CORNER OF SECTION 20, T12N, R67W, 6th P.M.

POINT OF TERMINATION BEARS N35°29'31"E 2961.84' FROM THE SOUTH 1/4 CORNER OF SECTION 20, T12N, R67W, 6th P.M.

CERTIFICATE OF REGISTRATION

THIS IS TO CERTIFY THAT THE ABOVE MAP WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 28285
STATE OF COLORADO



NOTES:

- Basis of Bearings are Grid Bearings based on Colorado State Plane Coordinate System, North Zone, NAD83.
- Distances & Acres shown are based on Grid distances.

ENYO RENEWABLE ENERGY

CHALK BLUFFS WIND GEN-TIE
CORRIDOR RIGHT-OF-WAY ON
CITY OF FORT COLLINS LANDS
SECTION 20, T12N, R67W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	J.C., G.W., O.R.	04-22-25	SCALE
DRAWN BY	B.D.H.	05-08-25	1" = 500'
FILE:	E - 1 0 2 0 1 - B		

CORRIDOR RIGHT-OF-WAY



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017



EXHIBIT B
Easement Area
(Page 2 of 2)

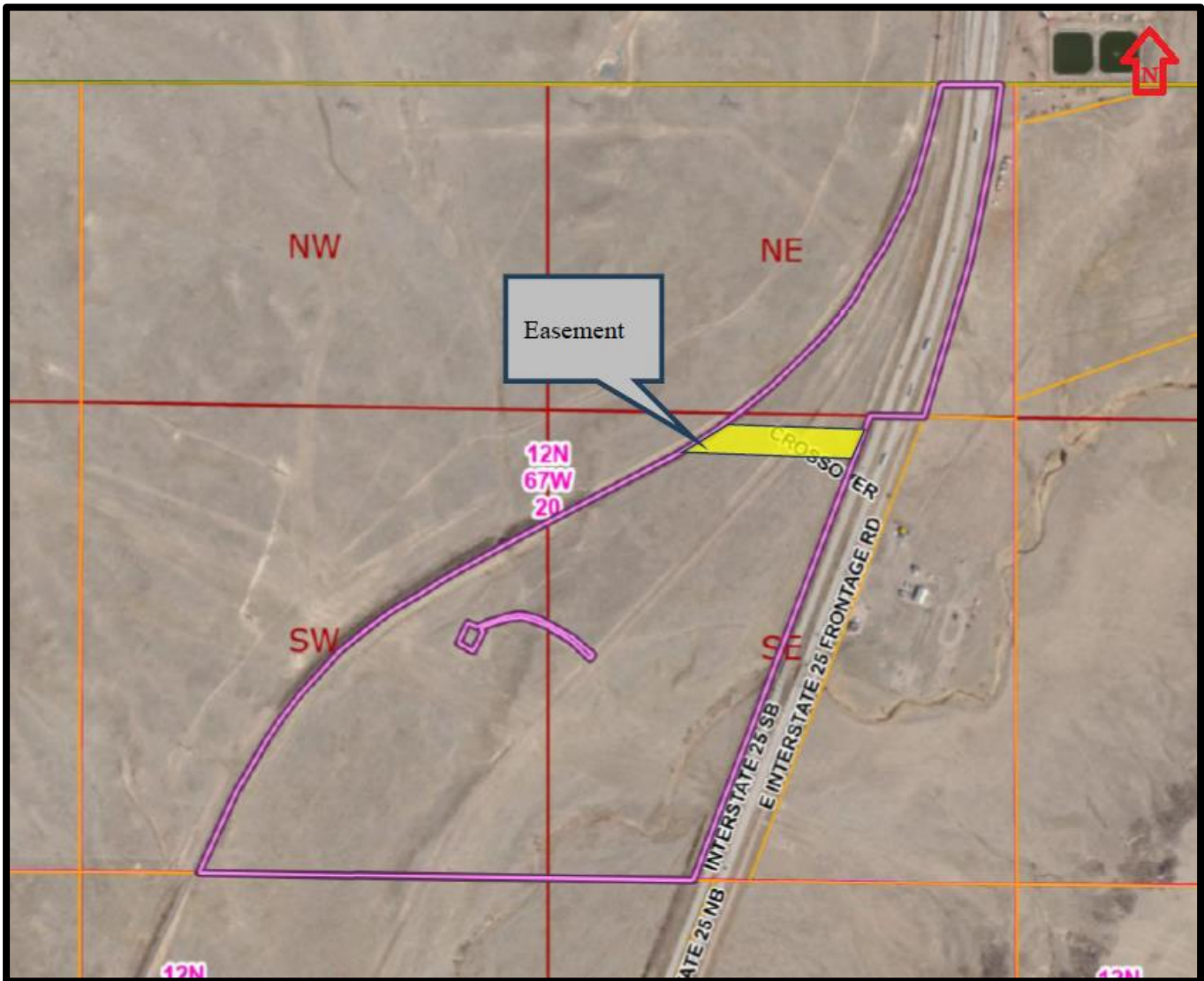


EXHIBIT C

Routine Activities

Twice Per Year: Performance of a detailed line patrol accessing each structure, generally with a pick-up truck or medium size service truck, for a visual inspection using established roads where- possible. If a vegetation management concern or a transmission hardware or insulator issue is • found, Grantee, with a contractor, would need to re-access the affected towers and generally with a large bucket truck and service truck accompanying it.

Five Year Maintenance Activities: Full easement access needed to each tower, generally with a small service truck and a large bucket truck to tighten hardware and make any needed repairs.

Emergency Repairs: Generally need access with a medium size service truck and possibly two large bucket trucks, and a crane truck as needed.

Annual Aerial Inspection: An aerial inspection of the entire transmission line will be performed once each year by helicopter. The inspection shat) take place during the summer months, typically in July.

EXHIBIT D

Best Management Practices

Introduction

These Best Management Practices are the various resource protection standards that are required as conditions of the Easement for the protection or restoration of natural resource values.

These Best Management Practices shall be included as notes on the approved construction plans for the Improvements. Grantee shall further provide copies of these Best Management Practices to all contractors who will be doing work for the Grantee within the Easement Area.

Grantee is responsible for completing, or requiring its contractors to complete, each of the following conditions that the City determines is applicable to the Grantee's project:

Plans and Permits

Prior to starting any construction on the Improvements:

- 1) Submit final plans to the City and ensure that they have been approved and signed on behalf of the City. Confirm that all permanent and temporary easements have been approved by City Council and that the easement documents have been signed by both parties and recorded at the County Clerk's Office. Plans must include: 1 '-2' contours; property lines with adjoining property ownership shown; all wetlands; streams; ditches; riparian areas; wildlife and rare plant and plant community information; all existing and proposed man-made structures; all existing utilities; all needed easements for access, construction staging areas, and construction (limits of disturbance); construction plans and profiles; restoration plans; and general notes stating all construction and restoration requirements.
- 2) Perform field investigations and surveys as outlined herein or requested in writing by the City.
- 3) Develop an erosion control plan. This plan must comply with the City's Storm Drainage Design Criteria and Construction Standards. Ensure that the erosion control plan has been approved and signed by the City.

Construction Coordination and Acceptance

- 4) Arrange for the City's designated representative to attend the pre-construction meeting to meet the contractors, discuss the importance of the Best Management Practices, discuss and approve the construction schedule and establish lines of communication to be used during construction.
- 5) Maintain ongoing communication with the City's representative during construction to communicate progress, changes in schedule, problems, and periodic inspections.

- 6) Once the Improvements have been completed, arrange for the City's representative to inspect the Easement Area to verify that the Improvements were completed and the Easement Area restored according to the applicable plans and agreements. Once the City accepts the restoration work, the City will generally take over the vegetation maintenance, per the specific terms of the easement agreement.
- 7) Provide the City with Drawings of Record within sixty (60) days after the completion of the Improvements.

Wildlife

8) General Raptor Mitigation Measures

- a. Prior to ground disturbing activities, consult with Colorado Parks and Wildlife and the City to determine locations of raptor nesting and roosting sites. If requested, conduct surveys necessary to determine nest and roost locations.
- b. Provide raptor survey data for incorporation into the DPW raptor database
- c. Consult with and implement DPW recommendations regarding raptor protection measures including seasonal timing restrictions and recommended buffer zones.
- d. Avoid disturbance of raptor nesting habitat during the breeding season (variable by species - January 1 to July 15).
- e. Avoid impacts to raptor roost sites during the wintering period (variable by species - November 15 to April 1).
- f. Survey suitable habitat (cliffs, large trees, snags) within I mile of the Easement Area for raptor nests.
- g. Site the Easement Area based on suitable buffer zones, and/or place sufficient seasonal limitations on construction activity to protect the nest site.
- h. Modify above-ground electrical transmission line in those locations generally shown in Appendix I to reduce avian impacts, electrocution potential and perching, with specific siting and design of such deterrents to be determined between the Grantor's Natural Areas Department and Grantee.
- i. Use steel monopole structures in lieu of wooden H-frame structures.

9) Bald Eagle

- a. Surveys are required prior to any operation unless species occupancy and distribution information is complete and available. All surveys must be conducted by qualified individual(s) and be conducted according to current acceptable protocol.
- b. No surface occupancy (beyond that which historically occurred in the area) within 0.25 mile of any active or historic bald eagle nest site.
- c. No human disturbance or construction activity within 0.5 mile of any active bald eagle nest from November 15 to July 3 I. Activity within 0.5 mile of bald eagle nest sites would be best conducted between August 15 and October 15.
- d. No surface occupancy or construction within 0.25 mile of any active bald eagle winter night roost site, where there is no direct line of sight to the roost, between December 1 and February 28 and within 0.5 mile of any active bald eagle winter night roost site, where there is a direct line of sight to the roost, between December 1 and February 28.
- e. No human disturbance within 0.5 mile of any active bald eagle winter roost site from November 15 to March 15 except for periodic visits such as maintenance and monitoring. Maintenance and monitoring work within the buffer zone after development should be restricted to the period between 10:00 a.m. and 2:00 p.m.
- f. No human disturbance within any mapped winter concentration areas between November 15 and March 15.
- g. Avoid potentially disruptive activities or permanent above-ground structures in the bald eagles' direct flight path between their nest and roost sites and important foraging areas.

10) Ferruginous Hawk

- a. No surface occupancy (beyond that which historically occurred in the area) within 0.5 mile of active nest sites and associated alternate nests.
- b. No human encroachment or construction activity within 0.5 mile of any active ferruginous hawk nest or alternate nest site from February 1 to July 15.

11) Golden Eagle

- a. No surface occupancy (beyond that which historically occurred in the area) within 0.25 mile of any active golden eagle nest site.
- b. No human encroachment or construction activity within 0.5 mile of any active golden eagle nest from December 15 to July 15.

12) Peregrine Falcon and Prairie Falcon

- a. No surface occupancy (beyond that which historically occurred in the area) within 0.5 mile of any active or historic peregrine or prairie falcon nest site.
- b. No human encroachment or construction activity within 0.5 mile of any active peregrine or prairie falcon nest site from March 15 to July 31.

13) Burrowing Owl

- a. Follow recommended survey protocol and actions to protect nesting burrowing owls. Survey active and inactive prairie dog colonies for presence of burrowing owls when construction will occur between March 1 and October 31.
- b. Do not create any surface disturbance within 300 feet of any active burrowing owl nest site between March 1 and August 15.
- c. Follow recommended survey protocol and actions to protect nesting burrowing owls. No human encroachment or surface disturbance within 300 feet of nesting burrows from March 1 to August 15.

14) Swainson's Hawk

- a. No surface occupancy (beyond that which historically occurred in the area) within 0.25 mile of any active or historic Swainson's Hawk nest.
- b. No human encroachment or construction activity within 0.25 mile of any active Swainson's hawk nest from April 1 to July 15.

- 15) Black-footed ferrets. If construction will be taking place in or through an area that contains or may contain black-tailed prairie dogs a survey is required to determine the presence of black-footed ferrets. Contact the City of Fort Collins Natural Areas Department at least 90 days prior to any construction activities. Natural Areas will survey the colony and if any black-footed ferret is found, the City will work to relocate the animal. No impacts can occur within an active black-tailed prairie dog colony between February 1 through July 31.

16) Black-tailed prairie dogs: If construction will take place in or through an area that contains or may contain black-tailed prairie dogs follow the protocol outlined in item 10. If the impact occurs between August 1 and January 31, any prairie dogs within the construction area can be relocated through accepted passive relocation techniques. However, relocation of prairie dogs can only occur after the City has surveyed and relocated black-footed ferrets from the construction area. Relocation of prairie dogs between February 1 and July 31 is not permitted.

17) Mountain Plover:

- a. Survey suitable nesting habitat proposed for development during the appropriate season. Flag active nests and apply the seasonal restriction described below.
- b. For surface disturbing activities, surveys will be conducted within suitable plover habitat by a qualified biologist in accordance with USFWS 1999 guidelines. Plover surveys will be conducted during early courtship and territorial establishment. Throughout the breeding range, this period extends from approximately mid-April through early July.
- c. Sites must be surveyed 3 times between the April 10 and July 10 period, with each survey separated by at least 14 days.
- d. No surface occupancy within 300-feet of active mountain plover nest sites until young are hatched and independent of nest.
- e. No surface occupancy within an identified staging area plus a 200-meter buffer
- f. No human encroachment within 0.25 miles of an active nest from April 1 to May 15.
- g. Set work scheduled and shift changes to avoid periods of 30 minutes before and after sunrise and sunset in June and July.
- h. Limit speed within 0.50 miles of nesting areas to 25 mph or less from March 15 to July 31
- i. Locate roads outside of plover nesting areas.

18) McCown's Longspur

- a. Limited surface occupancy within an identified core area plus a 450-foot buffer.
- b. Maintain noise levels at or below 49dB from April 1 to June 30

19) Chestnut Collard Longspur

- a. No surface occupancy within identified breeding areas plus a 300-foot buffer
- b. Maintain noise levels at or below 49dB from April 1 to June 30

20) Lark Bunting

- a. Limited occupancy within any identified core area plus a 450-foot buffer
- b. Maintain noise levels at or below 49 dB from April 1 to June 30

21) Perform the wildlife surveys described below, notify the City of the survey results and obtain approval of construction schedule prior to starting construction. These surveys may be done several months prior to construction, but if done more than 30 days prior to construction they must be performed again within 30 days prior to the start of construction to verify results.

- a. The Easement Area may contain den sites for swift foxes. Conduct surveys to determine if swift fox are denning in the Easement Area and avoid surface disturbance within 0.25 miles while young are den dependent (March 15 to June 15). Limit vehicle speeds to 25 mph or less to minimize mortality from vehicle collisions on roads.
- b. The Easement Area may contain den sites for coyotes. Conduct surveys to determine if any coyotes are denning within 300 feet of the limits of development. Contact the City if any den sites are located.
- c. The Easement Area may contain den sites for badgers. Conduct surveys to determine if any badgers are denning within 300-feet of the limits of development. Contact the City if any den sites are located.

Rare Plants and Plant Communities

22) Grantee will consult with the City to determine plant species and plant communities of concern in the Easement Area.

23) Surveys will be performed by a qualified field botanist. Surveyors must include in their report a dated photograph of the plants taken at nearby locations to show flowering status at the time of surveys.

24) Plant surveys will be conducted in all suitable habitats within 200 meters of the proposed disturbance areas for all plant species and plant communities of concern.

- 25) Surveys for occupied habitat will be performed prior to any ground disturbance, including staking of the site. Surveys will take place when the plants can be positively identified, and during the appropriate flowering season.
- 26) For linear features such as roads and transmission lines, surveys will extend at least 100 meters beyond the edge of the proposed ground disturbance in each direction.
- 27) Avoid federally listed species and those rated as globally or critically imperiled (G1 or G2) by the Colorado Natural Heritage Program.
- 28) Minimize impacts within 300 feet of a rare plant occurrence.

Other Species

- 29) No surface impacts within 600 feet from the high-water mark of creeks and streams occupied by Iowa Darter (*Etheostoma exile*).

Cultural Resource Protection

- 30) A Class III cultural resources survey, conducted by a qualified archaeologist approved by the City and Office of Archaeology and Historic Preservation, will be required for all areas proposed for surface disturbance that have not been previously surveyed.
- 31) Historic properties (previously known or discovered during the inventory) considered eligible for the National Register of Historic Places (NRHP) will be avoided.
- 32) The Grantee and their contractors will inform their employees about relevant state and federal regulations intended to protect cultural resources. Equipment operators will be informed that if a site is uncovered during construction, activities in the vicinity immediately will cease, and the City will be notified.
- 33) The Grantee and its contractors shall avoid or minimize impacts to any area identified during the Class III inventory as having a high probability of encountering potentially significant sub-surface archaeological sites.
 - a. If avoidance is not possible, a qualified archaeologist will be required to monitor surface disturbance during construction.
 - b. All major excavations will be made accessible to archaeological inspections during construction in these areas.
 - c. Grantee and its contractors will halt construction activities in the area of concern if previously undetected cultural resource properties are discovered during construction.

- d. If a significant surface or sub-surface archaeological site is discovered during construction, the Grantee will be responsible to mitigate the disturbance to the cultural property through an approved data recovery plan.

34) Paleontological Resources: Any significant fossils or localities previously known or discovered during the survey will be avoided by the permitted activity.

- a. Significant fossils or localities previously known or discovered during the survey will be avoided by permitted activity.
- b. All major excavations will be made accessible to paleontological inspections and geologic research by a qualified geo-archeologist.
- c. The Grantee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operation.

Range Protections

35) The Grantee will coordinate with the City's livestock operators on an annual basis or more frequently as needed to discuss (1) the annual grazing plan, (2) concerns identified by the City or livestock operator along with any agreed-upon corrective actions, and (3) planned energy development and operations during the grazing season. This meeting will occur at least 60 days prior to the start of the annual grazing plan.

36) All gates within the Easement Area will be left as they are found (i.e., open gates will be left open, closed gates will be closed).

37) Where access requires the disruption of an existing fence, consult with the City to determine an appropriate solution.

38) Removal or alteration of existing range improvements will be prohibited unless prior approval is obtained from the City.

39) Grantee personnel and contractors will be instructed to minimize contact with, and avoid harassment of, livestock.

40) Gates will be used for crossing fences wherever practical. If a fence must be crossed by a vehicle at a location other than an existing gate, contact with the appropriate City personnel will be made before any activity is started at any fence crossing location and specified procedures will be followed.

41) All range improvements (stock water tanks, pipelines, corrals, etc.) should be avoided by 500 feet unless no other alternative is available and impacts can be avoided or mitigated.

Field Demarcation

- 42) Install temporary fencing (orange construction fencing, poly rope etc.) or other marker approved by the City to clearly identify the limits of disturbance within the Easement Area. Do not begin any construction activities until the City's representative has approved the field demarcation.
- 43) Post temporary signs informing the public that this is the Grantee's project and indicating the purpose of the project and the Grantee's phone number. Signs must be posted at the locations designated by the City.

Erosion Control

- 44) Have erosion control measures in place and approved by a City representative prior to any construction.

Grading Construction

- 45) For areas with native vegetation, strip topsoil in all areas of excavation to a depth of 8 inches and stockpile separately. Wetland and upland soils must be stockpiled separately from each other. Place the topsoil in an 8-inch layer on top of the subsoil in the corresponding zone immediately following the completion of construction.
- 46) Maintain a safe work area and protect the safety and welfare of Grantee's employees, contractors or subcontractors, and the general public, including without limitation providing barricades and safety fences around excavations and drop-offs left open at the end of a workday. Safety precautions must be in compliance with all applicable laws, rules and regulations.
- 47) Areas within the limits of disturbance that have been driven over, compacted or rutted by equipment must be scarified to a depth of 8" and regraded to original grade and contours.
- 48) Meet with the City's representative to discuss and get approval of the final grading and the seeding/mulching process prior to reseeded. Seed all disturbed and topsoiled areas with a seed mix of native species provided by the City from Soapstone Natural Area and/or Meadow Springs Ranch. In most cases the salvaged topsoil will provide the seedbank needed for restoration and no additional seeding will be needed. If additional seed is required for post-construction restoration, the City will suggest and approve a commercially acquired seed mix purchased by the Grantee. The City will be responsible for ongoing vegetation management, including weed control, mowing, and reseeded, as needed, in areas disturbed and restored in accordance with this paragraph and paragraphs 45 and 47. The cost for the City to perform the vegetation management over the next five to ten years is calculated to be three thousand dollars (\$3,000.00) per acre of disturbance. The Grantee will provide documentation including a map of disturbed areas and the number of acres that are subject to this provision no later than thirty (30)

days after the completion of transmission line construction. The City will review the documentation and approve the total acreage subject to this provision, and such approval shall not be unreasonably withheld. Grantee shall make payment to the City no later than fifteen (15) business days after approval of the total acreage.

Any requirements listed above that are not completed in a timely manner may be corrected by the City at the Grantee's expense. The City will bill the Grantee for the cost of the correction plus management costs.