

After recording, return to:  
Public Service Company of Colorado  
Siting and Land Rights  
1800 Larimer Street, 4<sup>th</sup> Floor  
Denver, CO 80202  
Attn: Manager

PSCO DOC. NO. \_\_\_\_\_  
ROW AGENT: David W. Allen

### OPTION AGREEMENT FOR EASEMENT (“Option Agreement”)

The undersigned, **City of Greeley**, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631, herein called “**Grantor(s)**”, for and on behalf of Grantor and Grantor’s heirs, successors and assigns, in consideration of the payment of the Option Price and other good and valuable consideration, the adequacy of which is hereby acknowledged, does hereby grant to Public Service Company of Colorado, a Colorado corporation, herein called “**Company**”, the sole and exclusive right and option (the “**Option**”) to purchase an easement for the construction, operation, and maintenance of an electric transmission line, as further described below, said easement to be substantially in the form attached hereto as Exhibit B (the “**Easement**”), on the following terms and conditions:

#### TERMS OF OPTION

1. Grant of Option; Option Consideration; Terms and Option. Grantor hereby grants to Company the Option, from the date of signature until **February 5, 2022** (the “**Option Term**”). No later than thirty (30) business days after Grantor executes and delivers this Option Agreement, the Company shall pay to Grantor the Option Price, as set forth in Exhibit C, which Exhibit C may be removed prior to recording. The Option Price shall be non-refundable to the Company.

This Option is for an easement approximately one hundred and fifty (150) feet in width for an electric transmission line and related purposes on, over, under and across the real property owned by Grantor and located in Weld County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”) in accordance with the terms and conditions set forth in the Electric Transmission Line Easement attached hereto as Exhibit B (the “**Easement**”). The location of the Easement shall be determined by Company at the time the Option is exercised.

2. Exercise of Option; Easement Consideration. The Company may exercise this Option any time during the Option Term by written notice to Grantor (the “**Notice**”), which notice shall include a description of the location of the Easement (the “**Easement Area**”). Following such notice, Grantor shall, within thirty (30) days after the Company’s exercise of the Option, execute and deliver to the Company the Easement Agreement in the form of Exhibit B, free and clear of all monetary liens and encumbrances covering the interests described therein, but otherwise subject to all matters of public record. Within thirty (30) business days after Grantor delivers the executed Easement Agreement, the Company shall pay to Grantor the Easement Purchase Price set forth in Exhibit C.
3. Right of Entry. During the Option Term and prior to the Notice of exercise of this Option, Company, its employees, agents, contractors and representatives shall have the right and license to enter upon the Property for the purpose of doing all those things which the Company deems

necessary to study, survey, inspect, test and plan for the Company's proposed use of the Property, including but not limited to, soil borings, conducting a hazardous substances investigation and conducting a feasibility study which may cover such subjects as soil conditions, geological tests, engineering reports, topographic studies, flood protection, environmental impact reports, zoning and planning regulations, and any other tests and studies which the Company may elect to perform on the Property, all at the sole cost and expense of the Company.

4. Damage. In the event entry upon the Property by the Company pursuant to paragraph 3 hereof causes any damage to the Property, including to road improvements and fences from time to time existing thereon, the Company shall, at its option, either restore such damaged portion of the Property to substantially the same condition as existed prior to entry by the Company, or compensate Grantor for the damage.
5. Encumbrances and Leases. During the Option Term, Grantor will not sell, contract to sell, assign, lease, or otherwise transfer or encumber the Property, except subject to the Company's rights under this Option Agreement. In no event during the Term, will Grantor grant a license, easement, option, leasehold, or other right to the Property which could interfere with the rights of the Company under this Option Agreement or the Easement Agreement.
6. Cooperation. Grantor shall assist and cooperate with Company, in complying with or obtaining any land use permits, approvals or similar requirements Company deems necessary or desirable to install and operate facilities under the Easement Agreement, pursuant to any governmental, quasi-governmental or private requirements, covenants or restrictions. Grantor's cooperation includes the execution of applications and other necessary documentation, and appearance at community meetings and/or public hearings at the request of Company to voice support for any application at issue. Grantor grants Company the right to act as Grantor's agent in making applications for permits or approvals in Grantor's name in those instances where only the owner of record of the Property can apply for the same. Grantor's assistance and cooperation under this paragraph will be without charge to the Company, provided Grantor will not be obligated to incur any out-of-pocket costs in connection therewith.
7. Default. If Grantor fails to execute and deliver the Easement Agreement following exercise of the Option by the Company, Grantor will be in default, and in addition to any other remedy available to Company, Grantor will be liable to Company for attorney fees and costs incurred by the Company in enforcing this Option Agreement.
8. Recording of Option. Grantor will not file or record this Option Agreement in the Clerk and Recorder's office of the County in which the Property is located or any other public records (collectively "**Official Records**"). This Option Agreement may be recorded by the Company in the Official Records, it being agreed that the Company may remove Exhibit C from the Option Agreement prior to recording. Although removed, Exhibit "C" shall remain part of this Option Agreement and such removal shall not affect the validity hereof. In the event the Option is exercised, Company shall have the right to record a Notice of Exercise of Option in the Official Records stating that the Option has been exercised and including the terms of the Easement Agreement.
9. Notices. All notices, demands and requests required or permitted to be delivered under this Option Agreement (collectively "**Notices**") to a party pursuant to this Option Agreement must be in writing and shall be sent by United States certified mail, prepaid, return receipt requested;

personal delivery; or overnight courier service. For purposes of giving Notices hereunder, the addresses of the parties, until changed as hereinafter provided, are the following:

Grantor(s):	Company:
City of Greeley	Public Service Company of Colorado
Lindsay Kuntz	1800 Larimer Street, 4 <sup>th</sup> Floor
1000 10 <sup>th</sup> Street	Denver, CO 80202
Greeley, Colorado 80631	Attn: Manager, Siting and Land Rights

Notices shall be deemed to have been given (a) on the date personally delivered to the party intended, (b) the third business day after being sent by United States certified mail, prepaid, return receipt requested, or (c) the next business day after being sent by overnight courier.

10. Binding Effect and Covenants of Grantor. This Option Agreement shall be binding upon and inure to the benefit of the respective assignees, heirs, successors, and legal representatives of each party. Grantor represents and warrants to the Company that Grantor is the sole owner of the Property and has the unrestricted right and authority to execute this Option Agreement and to grant to the Company the rights granted hereunder, subject to no liens or encumbrances except as disclosed in writing to the Company prior to the execution of this Option Agreement.
11. Cancellation. Company shall have the right to cancel this Option at any time by providing written Notice to Grantor. In the event this Option is cancelled, Company shall record a notice of such termination in the real estate records of Weld County, Colorado if the Company has previously recorded a copy of this Agreement.
12. Miscellaneous. The Option and all rights, title and privileges herein granted shall be assignable by the Company in whole or in part; the provisions of this Option Agreement shall run with, be binding on and burden the Property and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. "Grantor" shall include the singular, plural, feminine, masculine, and neuter. The title of this document and paragraph headings are inserted for convenience only and do not define or limit the rights granted pursuant to this Option Agreement.
13. Time Calculation. In computing any period of time described in this Option Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. As used herein, the term "**Business Day**" means any day that is not a Saturday, Sunday, or legal holiday for national banks in Denver, Colorado.
14. Modification. No change or modification of this Option Agreement shall be valid unless it is in writing and signed by Grantor and an authorized representative of the Company. This Option Agreement may be executed in counterparts, each of which shall be deemed an original, and which together will constitute one instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument.

**THE CITY OF GREELEY, COLORADO**  
a Colorado home rule municipal corporation

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chairman, Water and Sewer Board

APPROVED AS TO LEGAL FORM:

APPROVED AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Director of Finance

Date: \_\_\_\_\_

STATE OF COLORADO            )  
                                                  )  
COUNTY OF WELD            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, by \_\_\_\_\_ as \_\_\_\_\_ for the City of  
Greeley, Colorado.

Witness my hand and seal:

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Company:**

Public Service Company of Colorado, a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF COLORADO )

)

COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**THE PROPERTY**

(See attached)

# EXHIBIT "A"

NE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

**PARCEL 'A'**  
TRANSMISSION LINE EASEMENT  
AREA=2,628 S.F.±  
OR 0.06 ACRES±

LOT B  
RECORDED EXEMPTION NO.  
0707-04-01-RECX16-0009  
OWNER  
CITY OF THORNTON

50' COLORADO  
INTERSTATE GAS CO.,  
ESMT REC.  
NO. 2852196

POINT OF  
BEGINNING  
PARCEL 'A'

N03°52'10"E  
582.63' (TIE)

NW1/4 SECTION 4  
T7N, R66W, 6TH P.M.

POINT OF  
BEGINNING  
PARCEL 'B'

N49°27'35"E  
827.48' (TIE)

N. LINE SE1/4 SEC. 4  
BASIS OF BEARING  
N88°44'49"E 2657.17'

C1/4 COR. SEC. 4  
FOUND 3.25" ALUM.  
CAP L.S. #38480

30' OUTRIGGER DJ OPERATING  
LLC, ESMT REC. NO. 4543899

E1/4 COR.  
SEC. 4  
FOUND 2.50"  
ALUM. CAP  
L.S. #25619

W'LY R.O.W.  
C.R. 31

L11

NE'LY LINE  
LOT B

E. LINE SE1/4 SEC. 4  
S01°32'42"W 2572.20'

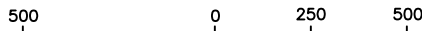
LOT B  
RECORDED EXEMPTION NO. 0707-4-4-RE-582  
RECEPTION NO. 01919108

OWNER  
CITY OF GREELEY

**PARCEL 'B'**  
TRANSMISSION  
LINE EASEMENT  
AREA=500,837 S.F.±  
OR 11.50 ACRES±

SE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

N01°47'58"E 2568.46'  
W. LINE SE1/4 SEC. 4



1 inch = 500 ft.

REFERENCE

SW1/4 SECTION 4  
T7N, R66W, 6TH P.M.

S1/4 COR. SEC. 4  
FOUND 3.25" ALUM.  
CAP L.S. #38213

S. LINE SE1/4 SEC. 4  
S80°50'22"W 2668.39'

L10

C.R. 31 (60' R/W)

SE COR. SEC. 4  
FOUND 3.25"  
ALUM. CAP L.S.  
#38213

L9

C.R. 84 (60' R/W)

OWNER  
PUBLIC SERVICE CO.  
OF COLORADO  
REC. NO. 1554651

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.

CHKD. BY: C.J.

DATE: 02/05/21

SCALE: 1" = 500'

FILE: R13090

SHEET: 1 OF 4

W/O #:

# UTILITY EASEMENT

# LINE/CURVE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S60°48'57"E	47.84'
L2	N87°11'01"W	138.48'
L3	N40°41'54"E	31.72'
L4	S65°08'50"E	22.94'
L5	S58°33'46"E	82.27'
L6	S53°24'51"E	30.04'
L7	S41°58'33"E	2656.46'
L8	S01°32'42"W	931.49'
L9	N71°26'29"W	104.58'
L10	N01°32'42"E	788.37'
L11	N41°58'33"W	2773.51'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.90'	78.00'	77°47'26"	N80°17'19"E	97.95'
C2	12.32'	222.00'	3°10'45"	N42°17'16"E	12.32'
C3	70.93'	227.20'	17°53'15"	N31°45'16"E	70.64'



# LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT B, RECORDED EXEMPTION NO. 0707-4-4-RE-582, FOUND AT RECEPTION NO. 01919108, FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 AND ASSUMED TO BEAR N88°44'49"E A DISTANCE OF 2657.17 FEET FROM A 3.25" ALUMINUM CAP STAMPED L.S. #38480 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 6 TO A 2.50" ALUMINUM CAP L.S. #25619 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 4;

## PARCEL 'A'

BEGINNING AT A POINT WHICH BEARS N03°52'10"E A DISTANCE OF 582.63 FEET FROM SAID CENTER QUARTER CORNER OF SECTION 4;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT B THE FOLLOWING TWO COURSES:

- 1.) ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 105.90 FEET, HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF 77°47'26" AND A CHORD WHICH BEARS N80°17'19"E A DISTANCE OF 97.95 FEET;
- 2.) THENCE S60°48'57"E A DISTANCE OF 47.84 FEET; THENCE N87°11'01"W A DISTANCE OF 138.48 FEET TO THE POINT OF BEGINNING; WHENCE SAID EAST QUARTER CORNER OF SECTION 4 BEARS S78°41'43"E A DISTANCE OF 2669.00 FEET.

PARCEL CONTAINS 2,628 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS.

## PARCEL 'B'

BEGINNING AT A POINT WHICH BEARS N49°27'35"E A DISTANCE OF 827.48 FEET FROM SAID CENTER QUARTER CORNER OF SECTION 4;

THENCE ALONG THE NORTHERLY AND NORTHEASTERLY SIDES OF SAID LOT B THE FOLLOWING SEVEN (7) COURSES:

- 1.) ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 12.32 FEET, HAVING A RADIUS OF 222.00 FEET, THROUGH A CENTRAL ANGLE OF 03°10'45" AND A CHORD WHICH BEARS N42°17'16"E A DISTANCE OF 12.32 FEET;
- 2.) THENCE N40°41'54"E A DISTANCE OF 31.72 FEET;
- 3.) THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 70.93 FEET, HAVING A RADIUS OF 227.20 FEET, THROUGH A CENTRAL ANGLE OF 17°53'15" AND A CHORD WHICH BEARS N31°45'16"E A DISTANCE OF 70.64 FEET;
- 4.) THENCE S65°08'50"E A DISTANCE OF 22.94 FEET;
- 5.) THENCE S58°33'46"E A DISTANCE OF 82.27 FEET;



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.  
CHKD. BY: C.J.  
DATE: 02/05/21  
SCALE: 1" = 500'

FILE: R13090  
SHEET: 3 OF 4  
W/O #: \_\_\_\_\_

# UTILITY EASEMENT

# LEGAL DESCRIPTION

6.) THENCE S53°24'51"E A DISTANCE OF 30.04 FEET;  
7.) THENCE S41°58'33"E A DISTANCE OF 2,656.46 FEET TO THE WESTERLY  
RIGHT-OF-WAY OF COUNTY ROAD 31;  
THENCE S01°32'42"W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 931.49 FEET; THENCE  
N71°26'29"W A DISTANCE OF 104.58 FEET; THENCE N01°32'42"E A DISTANCE OF 788.37  
FEET; THENCE N41°58'33"W A DISTANCE OF 2,773.51 FEET TO THE POINT OF BEGINNING;  
WHENCE SAID EAST QUARTER CORNER OF SECTION 4 BEARS S76°41'20"E A DISTANCE OF  
2083.67 FEET.

PARCEL CONTAINS 500,837 SQUARE FEET OR 11.50 ACRES OF LAND, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO  
HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION  
AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



*Christopher P. Julian* \_\_\_\_\_ 02/05/21  
CHRISTOPHER P. JULIAN, L.S. 31158 DATE  
FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.  
CHKD. BY: C.J.  
DATE: 02/05/21  
SCALE: 1" = 500'

FILE: R13090  
SHEET: 4 OF 4  
W/O #: \_\_\_\_\_

## UTILITY EASEMENT

**EXHIBIT B  
THE EASEMENT**

(See attached)

After recording, return to:  
Public Service Company of Colorado  
Siting and Land Rights  
1800 Larimer Street, 4<sup>th</sup> Floor  
Denver, CO 80202  
Attn: Manager

PSCO DOC. NO: \_\_\_\_\_  
ROW AGENT: David W. Allen

### **ELECTRIC TRANSMISSION LINE EASEMENT**

The undersigned, **City of Greeley**, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631 (“Grantors”), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells, and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the “Company”), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE (the “Easement Area”),

Together with the full right and authority in the Company and its agents, employees and contractors to enter the Easement Area at all times to: (1) survey, mark and sign the Easement Area or the Facilities (as defined below); (2) construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”); (3) cut, fell, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (4) use the Easement Area for reasonable ingress and egress for personnel, equipment and vehicles.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this “Easement”).

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or interfere with the Company’s use of the Easement Area as provided for herein. Grantor shall expressly have the right to cultivate crops within the Easement in any manner which does not interfere with Grantor’s exercise of its rights granted in this Easement and to cross the Easement Area with roads and utilities, provided that such roads and utilities do not materially interfere with the rights granted to Company in this Easement.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects. Notwithstanding the foregoing, Company's failure to use the Easement for a period of three (3) consecutive years shall be deemed an abandonment of the Easement, and this Easement shall terminate except for those provisions which expressly survive termination. Non-use of the Easement shall not constitute abandonment if such non-use is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, insurrection, acts of terrorism, rules or regulations promulgated by any governmental body, or any other event over which the Company has no control. Company's work in actively seeking regulatory approval or permits related to its Facilities will not be deemed abandonment.

No amendment, modification or supplement of this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

Grantor represents that it has the right to grant the easement and rights contained herein. This grant is binding on Grantor, is not conditioned upon obtaining consent from any third parties, and is not subject to any mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement.

The Company shall indemnify and hold Grantor harmless from and against all claims, demands, causes of action and damages, including reasonable attorney's fees and litigation costs ("Claims"), arising out of Company negligence or willful misconduct in its exercise of its rights granted to Company under this Easement., Company shall have no duty to indemnify or hold Grantor harmless for and to the extent of Claims arising out of the negligence or willful misconduct of Grantor. The foregoing obligations shall survive termination of this Agreement.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled "Electric Transmission Line Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule, or other attachment (collectively "Addendum") is authorized by the Company, and no Addendum shall be effective and binding upon the Company unless executed by an authorized representative of the Company.



**EXHIBIT C  
COMPENSATION**

**[TO BE REMOVED PRIOR TO RECORDING]**

This Exhibit C is a part of the Option Agreement between Company and Grantor, notwithstanding that it is to be detached from the Option Agreement prior to recording.

Company and Grantor(s) agree as follows:

1. The “**Option Price**” shall be a one-time payment in the amount of **\$28,900.00**, payable within thirty (30) business days following execution of the Option Agreement by Grantor.
2. The Option Price is exclusive of the “Easement Purchase Price.”
3. The “**Easement Purchase Price**” shall be a one-time payment in an amount equal to **\$25,000.00** per acre of the Easement Area (prorated for partial acres), based on the acreage set forth in the legal description prepared by Company and delivered to Grantor(s) at the time of the exercise of the Option, along with compensation for temporary use of pull pockets, as required by construction, in the amount of **\$260,100.00**.
4. Grantor agrees to keep the terms of this Exhibit C confidential, and not to disclose such terms to any third party except to the extent required by applicable law, or to the extent necessary to obtain legal or tax advice, or to a mortgagee or purchaser of the Property.
5. Grantor and Company have separately initialed the provisions contained in this Exhibit C in the spaces provided below.

City of Greeley

Public Service Company of Colorado  
A Colorado Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_