

After recording, return to:
Public Service Company of Colorado
Siting and Land Rights
1800 Larimer Street, 4th 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 10th 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.

Notary Public

EXHIBIT “A”

CONSENT AND SUBORDINATION

This Consent and Subordination is executed by _____, a _____ (“**Lender**”), for the benefit of Public Service Company of Colorado, a Colorado corporation (“**Grantee**”).

- A. Lender is the current beneficiary of, and owner of the evidence of debt secured by, that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of _____ County, Colorado on _____ at _____ (Book and Page or Reception Number as Applicable) (the “**Mortgage**”).
- B. The real property encumbered by the Mortgage includes the Easement Area as described in the foregoing Electric Transmission Line Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lender agrees as follows:

Lender consents to the foregoing Electric Transmission Line Easement and agrees and confirms for itself and its successors and assigns that the lien of the Mortgage and other rights and interests of the Lender in the Easement Area are subject and subordinate to the Electric Transmission Line Easement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of Grantee acquired by virtue of the Electric Transmission Line Easement shall not be affected thereby.

By: _____
Name: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____ 20____
by _____ as _____ of
_____, a _____ corporation.

WITNESS my hand and official seal.

My Commission expires:_____

Notary Public

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

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

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

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

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

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

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

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

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

OWNER
CITY OF GREELEY

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

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

N49°27'35"E
827.48' (TIE)

**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'

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

500 0 250 500
1 inch = 500 ft.

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'

- 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'



PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

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: 2 OF 4
W/O #:

**UTILITY
EASEMENT**

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;



PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

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 #:

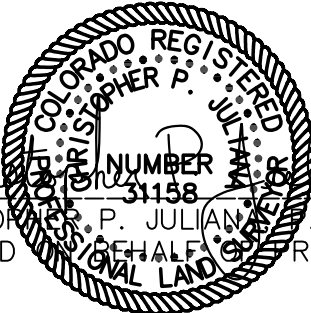
UTILITY EASEMENT

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
NUMBER 31158
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