

After recording, return to:
Public Service Company of Colorado
1800 Larimer Street, #400
Denver, Colorado 80202
Attn: J. Craig

DIVISION Elec Transmission
LOCATION I-76 & W. 60th
County of Adams

ROW AGENT J. Craig
DESCRIPTION I. Cortez
AUTHOR ADDRESS See exhibit

DOC. NO.
PLAT/GRID NO. 2213-2.13
WO/JO/CREG NO.

ELECTRIC TRANSMISSION LINE EASEMENT

THE COUNTY OF ADAMS, STATE OF COLORADO (“Grantor”), 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, #400, Denver, Colorado 80202 (the “Company”), 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: (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, 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”); (2) cut, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

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”). It is understood that Grantor may use and maintain existing driveways crossing the Easement Area and may park passenger vehicles, motorcycles, and trucks (“Vehicles”) which do not exceed fifteen (15) feet in height on the existing paved parking areas within the Easement Area, subject to the condition that upon not less than forty-eight (48) hours notice by the Company, Grantor will temporarily remove all or any portion of the Vehicles located on the Easement Area, as identified by the Company, to facilitate the installation or maintenance of any improvements by the Company, and on the further condition that in case of emergency, Grantor shall cooperate with the Company with removal of Vehicles as dictated by the situation, on such notice as may be reasonable under the circumstances.

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose that does not interfere with, endanger the Facilities, or interfere with the Company’s use of the Easement Area as provided for herein.

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.

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 warrants and represents that Grantor is the owner of the Easement Area and 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.

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.

Executed and delivered this _____ day of _____ 2016

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office