

STR: SE ¼ S34, T1N, R66W	Grantor: City of Brighton	Doc No.:
County: Weld	Address/Intersection: E 168th Ave. & N 50th Ave., Brighton, CO	Reception Number:
Division-City/Town: Northern Weld - Brighton	Dist./Tran.: Tran. & Dist.	Surveyor: Monte L. Sudbeck, PLS 38503
Division Agent: Jesse Vallejos	Contract Agent/Co: Mitch Hauff, Western States Land Services, LLC	Survey Company: SEH, Inc.
LAT & LONG GPS	LAT: 40.000779	LONG: -104.754338

GAS EASEMENT

City of Brighton (“**Grantor**”) for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Denver, CO 80202, Suite 1100 (“**Grantee**”), its successors and assigns, a gas easement (the “**Easement**”) more particularly described as follows:

A perpetual non-exclusive easement for the transmission or distribution, or both, of gas on, over, under, through and across the following described premises:

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

Together with the full right and authority in Grantee, its successors, licensees, contractors, or assigns, and its and their agents and employees to (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below); (2) access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain gas pipelines, with necessary and proper valves, manholes, gas meter/regulator stations, guardrails, fences, and other appurtenances and devices used or useful in connection therewith (collectively the “**Facilities**”); (3) remove objects interfering with the Facilities or the exercise of Grantee’s rights hereunder; and (4) use and have reasonable ingress and egress along and across the Easement Area for personnel, equipment and vehicles.

Grantor agrees not to perform any act that will impair the structural integrity of, interfere with, or endanger said Facilities. Without limiting the foregoing, Grantor shall not, without the prior written approval of Grantee, alter the existing ground elevations or change the compaction of the soil on the Easement Area. No temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells 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 Easement Area by Grantor, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Grantor shall not without the prior written approval of Grantee, build, create, construct, nor allow to be built, created, or constructed, any utilities, streets, curb and gutters, parking surfaces, trees, landscaping, fences, or similar improvements, permanent or temporary, nor allow the impoundment of water on the Easement Area. Any of the improvements or structures described in this paragraph may be hereinafter called “**Improvements**”. No failure by Grantee to remove or otherwise object to such Improvements shall be deemed to constitute consent on the part of Grantee to such Improvements. In addition, no such failure by Grantee to remove or otherwise object to such Improvements shall be deemed

a waiver of Grantee's right to remove any such Improvements without further notice or compensation to Grantor. No waiver by Grantee of any provision hereof, nor any approval of Grantee required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Grantee.

Grantor further agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four business days (or such longer time if required by applicable law) prior to the commencement of construction or excavation on the Easement Area to arrange for field locating of Facilities.

Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized. Following completion of construction or renovation of its Facilities on the Easement Area, Grantee 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 Grantee unless made in writing and executed by an authorized representative of Grantee (or its successor or assign, if applicable). The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding on 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, administrators, personal representatives, successors, and assigns of Grantor and Grantee. "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 sell, transfer, convey and grant the easement and rights contained in this Easement. This grant is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided Grantee with a consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's negligent or intentional acts or omissions.

This Easement incorporates all agreements and stipulations between Grantor and Grantee as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. This Easement consists of the document entitled "Gas Easement" and a legal description, containing an exhibit if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Grantee, and no Addendum shall be effective and binding upon Grantee unless separately executed by an authorized representative of Grantee.

Executed and delivered this _____ day of _____ 2024.

GRANTOR: CITY OF BRIGHTON

Michael Martinez, City Manager

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by Michael Martinez as City Manager of City of Brighton, a body corporate and politic under the laws of the State of Colorado.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

[Acknowledgements continue on following page.]

EXHIBIT A

Easement Area

[Exhibit A begins on following page]



**EXHIBIT A
NON-EXCLUSIVE EASEMENT, CITY OF BRIGHTON PARCEL**

A parcel of land lying in the southeast one-quarter (SE1/4) of Section 34, Township 1 North, Range 66 West, of the 6th Principal Meridian, County of Weld, State of Colorado, being a portion of that Tract of land as described in Reception Number 2914217, Weld County Records, said parcel being more particularly described as follows:

Beginning at the southwest corner of that Deed recorded in Reception Number 1568206, Weld County Records, from which the southeast corner of said Section 34 bears S75°18'39"E, 114.08 feet;

- Thence S89°26'32"W, 30.00 feet, along the south line of said Tract;
- Thence N00°40'31"W, 130.00 feet;
- Thence N89°26'32"E, 43.00 feet, to the west line of that PSCo Gas Easement recorded in Reception Number 3934027, Weld County Records;
- Thence S00°40'31"E, 25.84 feet, along said west line;
- Thence S88°20'27"W, 18.00 feet;
- Thence S01°24'03"W, 53.86 feet;
- Thence N89°19'29"E, 6.95 feet, to the west line of that Deed recorded in Reception Number 1568206;
- Thence S00°40'31"E, 50.00 feet, along said west line, to the Point of Beginning.

Containing 3,916 square feet (0.090 acres) more or less.

For the purpose of this description, the basis of bearings is the south line of said Southeast Quarter of Section 34, being S89°26'32"W, as shown on the attached illustration.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 South Colorado Boulevard, Suite 6000, Denver, CO 80222, on November 7, 2023 under Job No. PSCOC 168460-29.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



EXHIBIT A

NON-EXCLUSIVE EASEMENT, CITY OF BRIGHTON PARCEL

SE1/4,
SEC 34,
T1N, R66W

N 89°26'32" E
43.00

GENERAL WARRANTY DEED
REC# 2914217

GAS EASEMENT
REC# 3934027

S 00°40'31" E
25.84

NON-EXCLUSIVE EASEMENT PARCEL
3,916 S. F. (0.090 AC) M/L

75' TRI-STATE GENERATION TRANSMISSION ESMT
REC. NO. 3137095

N 00°40'31" W
130.00

S 88°20'27" W
18.00

S 01°24'03" W
53.86

N 89°19'29" E
6.95

DEED
REC# 1568206

S 00°40'31" E
50.00

POINT OF BEGINNING

S 89°26'32" W
30.00

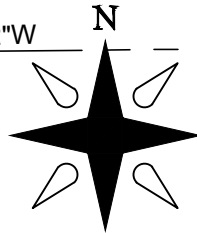
S 75°18'39" E
114.08

168TH AVENUE

SE COR, SEC. 34

S1/4 COR, SEC. 34

BASIS OF BEARINGS S89°26'32"W
S. LINE SE1/4 SEC. 34



30 0 30



scale 1"=30' feet



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FAX: 303-586-5801
www.sehinc.com

X:\PT\PP\SCOC\168460\29.0_Spacious Living Valve Set\9-survey\92-CAD\10-C3d\2022\SPACIOUS LIVING MAPPING_GROUND.dwg