

## GRANT OF EASEMENT

City of Brighton, GRANTOR (whether one or more), whose address is 500 S. 4<sup>th</sup> Avenue, Brighton, CO 80601, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto PUBLIC SERVICE COMPANY OF COLORADO, GRANTEE, whose address is 1800 Larimer Street, Suite 1100, Denver, Colorado 80202, its successors and assigns, an exclusive easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, natural gas facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

**Easement description as set forth in Exhibit A attached hereto and incorporated herein by reference.**

Those facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, valves, meters, regulators, pipe line, gas facilities, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices appurtenant thereto or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit A to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical, gas, and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use additional lands of Grantor for temporary workspace during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any accesses, gates, drives, equipment of any kind without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor's property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

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 activities described herein, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Adams County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

**SIGNED AND SEALED BY GRANTOR this \_\_\_\_ day of \_\_\_\_\_ 2023.**

**GRANTOR:  
CITY OF BRIGHTON**

\_\_\_\_\_  
Michael P. Martinez, City Manager

STATE OF COLORADO            )  
  )  
COUNTY OF ADAMS            )     **ACKNOWLEDGMENT**

This record was acknowledged before me on \_\_\_\_\_, 2023  
by Michael P. Martinez, City Manager of the City of Brighton.

\_\_\_\_\_  
(Notary's official signature)

\_\_\_\_\_  
(Commission Expiration)

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Yasmina Gibbons, Deputy City Attorney

*[Acknowledgements continue on following page.]*

**GRANTEE:**  
**PUBLIC SERVICE COMPANY OF**  
**COLORADO**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF COLORADO            )  
  )  
COUNTY OF \_\_\_\_\_  )

**ACKNOWLEDGMENT**

This record was acknowledged before me on \_\_\_\_\_, 2023

by \_\_\_\_\_ as \_\_\_\_\_ of Public  
Service Company of Colorado

\_\_\_\_\_  
(Notary's official signature)

\_\_\_\_\_  
(Commission Expiration)

**Exhibit A**

**Easement**

*[Exhibit A begins on following page.]*



**EXHIBIT A**  
**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 southeast corner of said Tract, from which the southeast corner of said Section 34 bears S00°40'31"E, 30.00 feet;

Thence S89°26'32"W, 30.00 feet, along the south line of said Tract;

Thence N00°40'31"W, 133.00 feet;

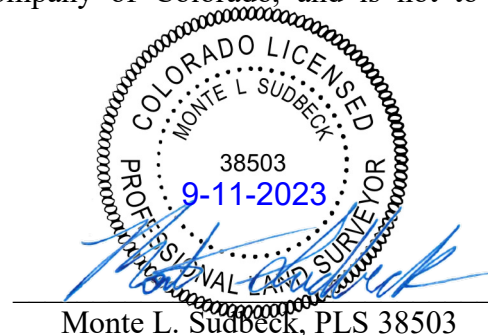
Thence N89°19'29"E, 30.00 feet, to the east line of said southeast one-quarter (SE1/4);

Thence S00°40'31"E, 133.06 feet, along said east line, to the Point of Beginning.

Containing 3,990 square feet (0.092 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 September 11, 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.



Monte L. Sudbeck, PLS 38503

EXHIBIT A  
EXCLUSIVE EASEMENT, CITY OF BRIGHTON PARCEL

SHEET 2 OF 2

SE1/4,  
SEC 34,  
T1N, R66W

GAS EASEMENT  
REC# 3934027

GENERAL WARRANTY DEED  
REC# 2914217

DEED  
REC# 1568206

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

N 89°19'29" E

30.00

EXCLUSIVE EASEMENT PARCEL  
3,990 S. F. (0.092 AC.) M/L

N 00°40'31" W

133.00

S 00°40'31" E

133.06

30.00

S 89°26'32" W

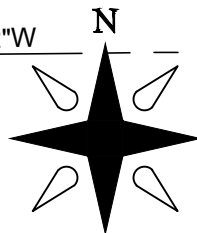
POINT OF BEGINNING

30.00

168TH AVENUE

S1/4 COR, SEC. 34

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



2000 S Colorado Blvd  
Suite 6000  
Denver, Colorado 80222  
Phone: 303-586-5800  
FAX: 303-586-5801  
www.sehinc.com

30 0 30  
scale 1"=30' feet