

<b>STR: SE ¼ S34, T1N, R66W</b>	<b>Grantor: City of Brighton</b>	<b>Doc No.:</b>
<b>County: Weld</b>	<b>Address/Intersection: E 168<sup>th</sup> Ave. &amp; N 50<sup>th</sup> Ave., Brighton, CO</b>	<b>Reception Number:</b>
<b>Division-City/Town: Northern - Brighton</b>	<b>Dist./Tran.: Tran. &amp; Dist.</b>	<b>Surveyor: Monte L. Sudbeck, PLS 38503</b>
<b>Division Agent: Jesse Vallejos</b>	<b>Contract Agent/Co: Mitch Hauff, Western States Land Services, LLC</b>	<b>Survey Company: SEH, Inc.</b>
<b>LAT &amp; LONG GPS</b>	<b>LAT: 40.000827</b>	<b>LONG: -104.754274</b>

EXCLUSIVE 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 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, including, without limitation, a valve set, monitoring equipment, solar pads, and antennae (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.**” Grantor agrees that due to the exclusive nature of the grant herein conveyed, Grantee shall have the sole and exclusive use of the Easement Area and no use of the Easement Area (including without limitation, subsurface or air rights) may be made by anyone, including Grantor, without the prior written consent of Grantee, which may be withheld in its sole and absolute discretion. No failure by Grantee to remove or otherwise object to any use of the Easement Area by Grantor, or anyone claiming through it, shall be deemed to constitute consent on the part of Grantee to such use, nor a waiver of Grantee’s right to remove any improvements or objects on the Easement Area 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. 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. 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 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 "Exclusive Gas Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto, and if attached hereto, a Consent. 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.

*Remainder of page intentionally left blank; signature page follows.*

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 \_\_\_\_\_ as \_\_\_\_\_ of City of Brighton, a body corporate and politic under the laws of the State of Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Commission Expiration

\_\_\_\_\_  
Notary's official seal-signature

**GRANTEE:**

**PUBLIC SERVICE COMPANY OF COLORADO**

DocuSigned by:

BY: *Jesse Vallejos*

017E463E3A8E4AB...

Jesse Vallejos  
Sr. Agent - Right of Way & Permits  
Department  
Division Agent – Northern Colorado  
1123 W. 3rd Ave, Denver, CO 80223

STATE OF COLORADO )

) ss.

COUNTY OF DENVER )

ITS: Senior Agent on behalf of Public  
Service of Colorado

The foregoing instrument was acknowledged before me this 20th day of September 2024, by  
Jesse Vallejos as Senior Agent on behalf of Public Service Company of Colorado.

DAN# 20054004925-599260

DocuSigned by:

*Daniel Cosgrove*

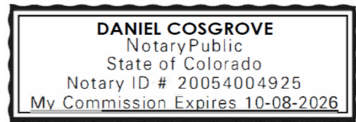
5B781673E760483...

(Notary's official signature)

10/08/2026

(Commission Expiration)

DS



**EXHIBIT A**

Easement Area

*[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:

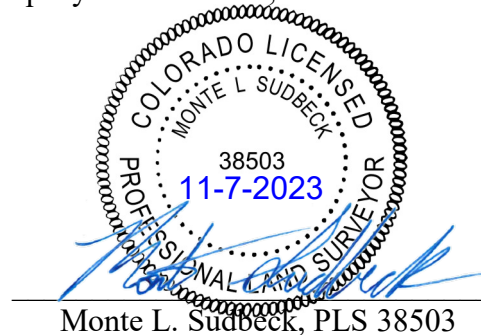
Beginning at the northwest corner of that Deed recorded in Reception Number 1568206, Weld County Records, from which the southeast corner of said Section 34 bears S40°51'46"E, 170.47 feet;

- Thence S00°40'31"E, 50.00 feet, along the west line of said Reception Number 1568206;
- Thence S89°19'29"W, 6.95 feet;
- Thence N01°24'03"E, 53.86 feet;
- Thence N88°20'27"E, 18.00 feet, to the west line of that Gas Easement recorded in Reception Number 3934027, Weld County Records;
- Thence S00°40'31"E, 4.16 feet, along said west line, to the north line of said Reception Number 1568206;
- Thence S89°26'32"W, 13.00 feet, along said north line, to the Point of Beginning.

Containing 374 square feet 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 EXCLUSIVE EASEMENT, CITY OF BRIGHTON PARCEL

SE1/4,  
SEC 34,  
T1N, R66W

GENERAL WARRANTY DEED  
REC# 2914217

GAS EASEMENT  
REC# 3934027

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

EXCLUSIVE EASEMENT PARCEL  
374 S. F. M/L

N 88°20'27" E  
18.00

S 00°40'31" E  
4.16

POINT OF BEGINNING

S 89°26'32" W  
13.00

N 01°24'03" E  
53.86

S 40°51'46" E  
170.47

S 00°40'31" E  
50.00

DEED  
REC# 1568206

S 89°19'29" W  
6.95

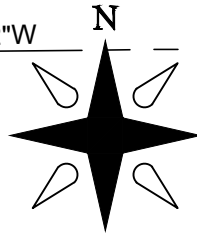
168TH AVENUE

30'  
RDW

S1/4 COR, SEC. 34

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

SE COR, SEC. 34



30 0 30

scale 1"=30' feet



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