

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION CONVEYING A TEMPORARY CONSTRUCTION EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE CONSTRUCTION OF A 24 INCH HIGH PRESSURE GAS PIPELINE TO ITS CHEROKEE STATION AT EAST 64TH AVENUE AND YORK STREET

Resolution 2014-138

WHEREAS, Public Service Company of Colorado in response to the “Clean Air-Clean Jobs Act” is converting its Cherokee Station coal fired electric generation units to gas fired units; and,

WHEREAS, it is necessary to construct a 24 inch high pressure gas pipeline from Weld County to its Cherokee Station at East 64th Avenue and York Street for the conversion; and,

WHEREAS, the County owns the South Platte River property (the “Property”) located in the Southwest Quarter of Section 1, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, to construct the 24 inch high pressure gas pipeline, a temporary construction easement is needed over the outer part of the Property owned by Adams County; and,

WHEREAS, granting the Temporary Construction Easement to Public Service Company of Colorado will not adversely affect the South Platte River or the Property owned by Adams County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Temporary Construction Easement, a copy of which is attached hereto and incorporated herein by this reference, is granted to Public Service Company of Colorado.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Chairman of the Board of County Commissioners is hereby authorized to execute said Temporary Construction Easement on behalf of Adams County, and said action is deemed to be in the best interest of Adams County and its inhabitants.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24th day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

TEMPORARY CONSTRUCTION EASEMENT (the "Easement")

Adams County, Colorado., ("Grantor"), for good and valuable consideration, the receipt and adequacy of such consideration being acknowledged, grants, sells conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation ("Company"), its successors and assigns, a temporary easement for (i) access, (ii) construction work areas/work sites, and (iii) storage of materials and equipment, on, over and across the following described property located in the NE1/4 of Section 31, Township 2 South, Range 67 West of the Principal Meridian in the City of Commerce City, County of Adams, State of Colorado, described on **Exhibit A**, attached and incorporated by this reference (the "Temporary Easement Area").

Together with full right and authority to Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be useful or required in the construction, alteration, maintenance or repair by Company of utility improvements, located or to be located, on real property owned by Company, or on property that is subject to an easement or other right for the benefit of Company. Nothing in this Easement grants Company the right to excavate beneath the surface of the Temporary Easement Area.

It is understood that this is a temporary easement, which shall expire on the sooner of (a) One (1) year after the commencement of the construction of the alteration, maintenance or repair of the utility improvements by Company; The Temporary Easement shall have no effect on Company's permanent easement or other right, if any, over which said utility improvements are to be constructed or installed. Prior to the expiration of the term of this Easement, Company shall restore the surface of the Temporary Easement Area that is disturbed by Company's exercise of its rights under this Easement, to as near a condition as existed prior to Company's entry on the Temporary Easement Area as is reasonably practicable. Licensee may extend the One (1) year period referenced above for an additional 6 (Six) month by notification to Adams County prior to the one year term of the Temporary Construction Easement.

No amendment, modification or supplement to this Easement shall be binding on Company unless made in writing and executed by an authorized representative of the Company. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

The provisions of this Easement shall run with, be binding on, and burden the Temporary Easement Area, and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. "Grantor" shall include the singular, plural, feminine, masculine, and neuter. This Easement shall be governed and construed in accordance with the laws of the State of Colorado

Grantor warrants and represents that Grantor is the owner of the Temporary Easement Area. Grantor further warrants and represents that Grantor has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement 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 Company with a consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

This Easement incorporates all agreements and stipulations between Grantor and Company 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 "Temporary Construction Easement", and an exhibit containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to Company: Public Service Company of Colorado
 1123 West Third Avenue
 Denver, CO 80223
 Attention: Supervisor, Right of Way & Permits
 PSCo Doc No. 166168

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Grantor: Adams County Commissioner Office
 4430 South Adams County Parkway
 Brighton, CO 80601
 Attention County Manager

Company or Grantor may change its address by giving notice to the other as provided for above.

Signed this 21st day of April, 2014.

Signatures begin on the following page

PUBLIC SERVICE COMPANY OF COLORADO

SW1/4,
SEC 1,
T3S, R68W

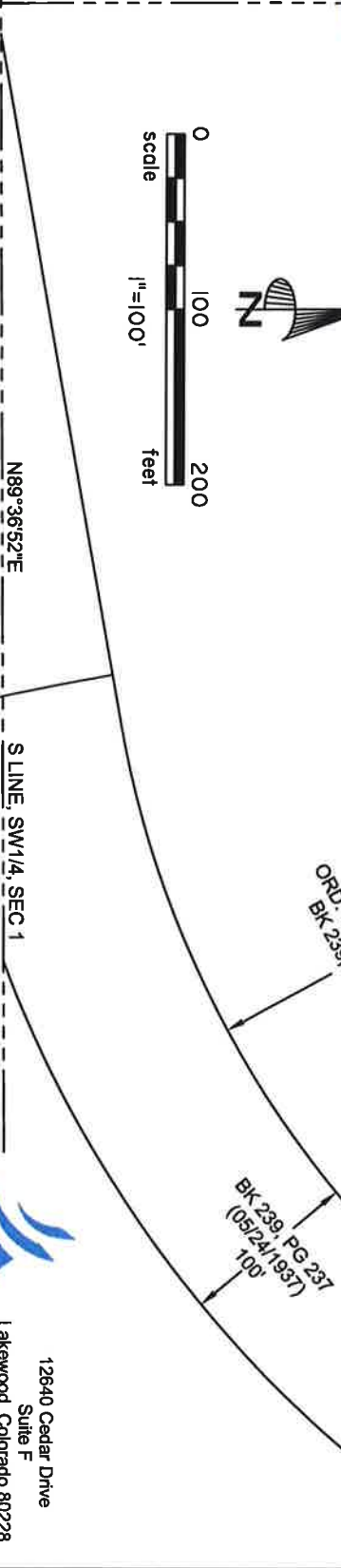
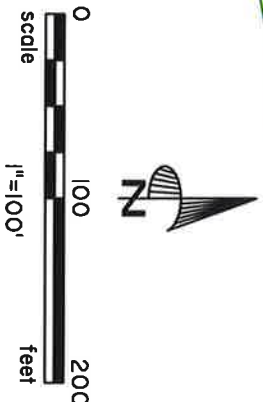
W LINE, SE1/4 SW1/4, SEC 1

PIPELINE

BK 239, PG 237
(05/24/1937)

SOUTH PLATE RIVER
200' CHANNEL- 1935
ORD. 14, SERIES 1935
BK-239, PG 165

PERMANENT EASEMENT



N89°36'52"E
METRO DISTRICT SUBDIVISION
FILING NO. 1 REPLAT

S LINE, SW1/4, SEC 1
(BASIS OF BEARINGS)



12640 Cedar Drive
Suite F
Lakewood, Colorado 80228
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

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