

After recording, return to:  
Public Service Company of Colorado

\_\_\_\_\_  
Attn: \_\_\_\_\_

DIVISION	ROW AGENT	DOC. NO.
LOCATION	DESCRIPTION AUTHOR	PLAT/GRID NO.
	AUTHOR ADDRESS	WO/JO/CREG NO.

### ELECTRIC TRANSMISSION LINE EASEMENT

The CITY OF GRAND JUNCTION, a political subdivision of the 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, Suite 400, Denver, Colorado 80202 (the “Company” or the “Grantee”), an electric transmission line easement more particularly described as follows:

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, 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, fell, 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 or manufactured homes) 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”).

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which 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 a two-page Exhibit, Exhibit A, containing a legal description and a sketch depicting the legal 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 17<sup>th</sup> day of September, 2020.

**GRANTOR:**

THE CITY OF GRAND JUNCTION

By: C.E. Duke Wortmann

Title: Mayor, President of the Council

STATE OF Colorado )

)ss.

COUNTY OF Mesa )

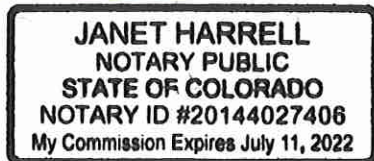
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2020 by

C.E. Duke Wortmann as Mayor of the City of Grand Junction, a political subdivision of the State of Colorado.

Witness my hand and official seal

My Commission Expires: Janet Harrell  
Notary Public

7-11-2022



# Exhibit A - Page 1

## UTILITY EASEMENT PARCEL

A parcel of land being a 50 foot wide Utility Easement across a portion of Lot 1, JARVIS SUBDIVISION FILING ONE, Reception Number 2790938, located in the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, the centerline said easement being more particularly described as follows:

Commencing at the Northeast corner of said Section 22, and assuming the East line of the NE 1/4 NE 1/4 of said Section 22 bears N 00°13'53" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°56'43" W, along the north line said Lot 1 a distance of 274.50 feet to the Northwest corner said Lot 1 being the Point of Beginning, thence S89°56'43"E along said north line Lot 1 a distance of 39.75 feet; thence parallel to and 25 feet westerly of the easterly line said Lot 1 for the following seven courses:

- 1) S40°11'39"E 330.40 feet
- 2) S29°54'16"E 211.89 feet
- 3) S22°20'28"E 273.63 feet
- 4) S31°21'10"E 150.87 feet
- 5) S41°19'38"E 53.65 feet
- 6) S47°18'38"E 150.91 feet
- 7) S04°47'01"W 305.46 feet to the point of termination on the southerly line said Lot 1.

CONTAINING 74137 Square Feet or 1.70 Acres, more or less, as described.

Authored by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



### ABBREVIATIONS

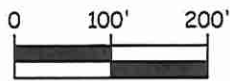
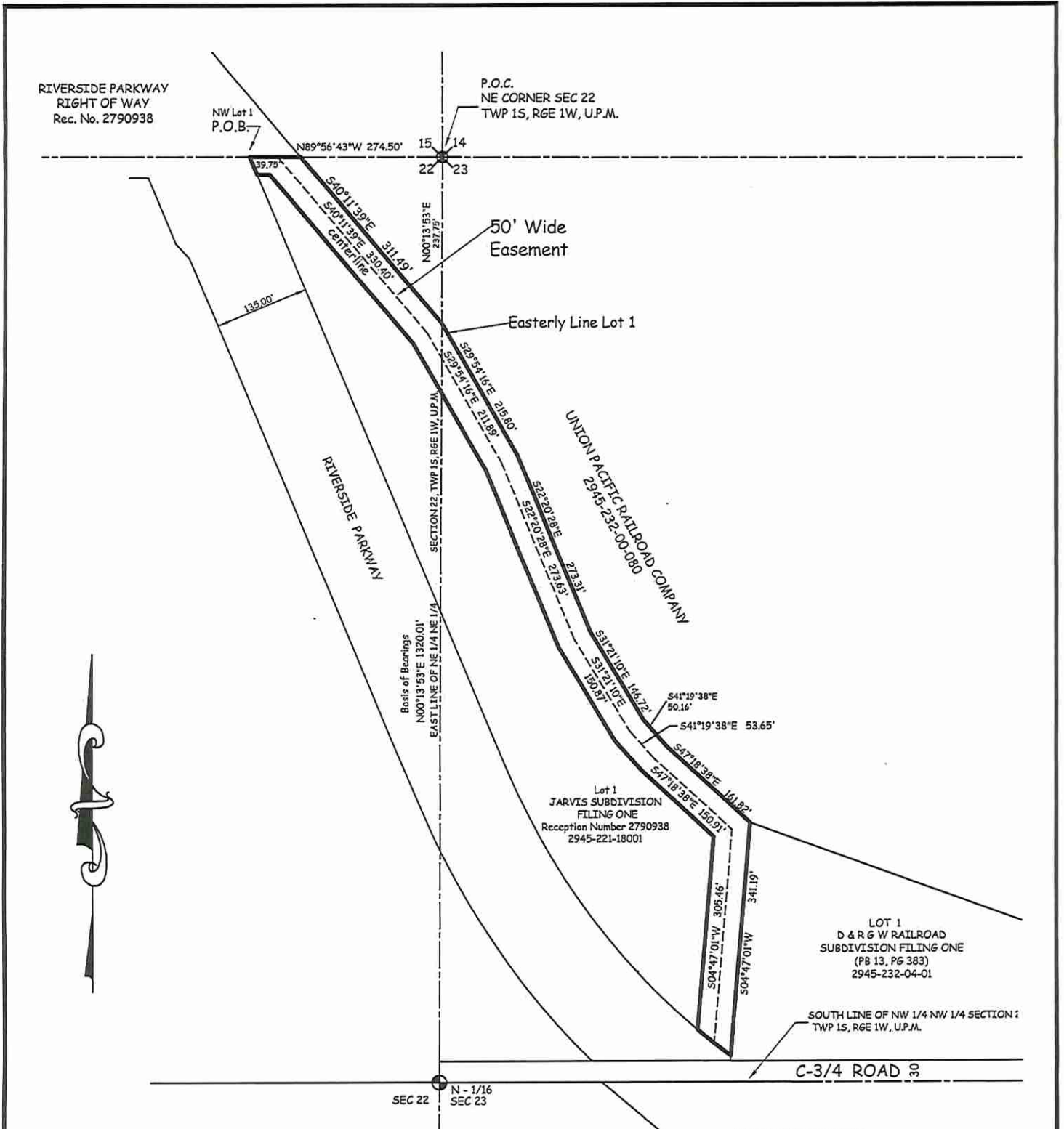
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R.B.P.  
DATE: 06-30-2020  
SCALE: 1" = 200'  
APPR. BY: B.H.

Transmission Line Easement  
WITHIN  
SEC 22 and SEC 23, TWP 1S, RGE 1W, U.M.

CITY OF  
**Grand Junction**  
COLORADO

# Exhibit A - Page 2



1 inch = 200 ft.  
Lineal Units = U.S. Survey Foot



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R.B.P.  
DATE: 06-30-2020  
SCALE: 1" = 200'  
APPR. BY: B.H.

Transmission Line Easement  
WITHIN  
SEC 22 and SEC 23, TWP 15, RGE 1W, U.M.

