

After recording, return to:
Public Service Company of Colorado

Attn: _____

S-T-R: Sec 22-T1S-R1W UM
County: Mesa
City/Town: Grand Junction

Grantor: Buena Vida HQ, LLC
Address: 535 Hale Ave
Dist:

DOC. NO.
ROW Agent: NA
Description/Author: Renee Parent,
244 N 7th St, Grand Junction, CO
81501
Reception No.

L&L: 39.062733, -108.576709

ELECTRIC TRANSMISSION LINE EASEMENT

BUENA VIDA HQ, LLC a Colorado Limited Liability Company ("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 7th day of December, 2023.

GRANTOR:

Buena Vida HQ, LLC

By: Jennifer R. Taylor
Title: Member

STATE OF Colorado)
COUNTY OF Mesa) ss.

The foregoing instrument was acknowledged before me this 7 day of December, 2023 by Jennifer R. Taylor as Member of Buena Vida HQ, LLC.

Witness my hand and official seal
My Commission Expires: July 23, 2024

Hanna M. Costanzo
Notary Public

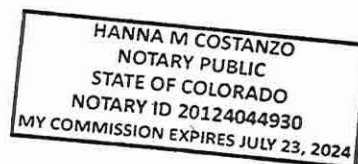


EXHIBIT A - Page 1 of 2
Utility Easement (M.P.E.) Parcel

A Parcel of land being a Utility Easement and being a portion of LOT 16, RIVERFRONT AT DOS RIOS FILING ONE located in Government Lot 1, Section 22, Township 1 South, Range 1 West of the Ute Meridian, as same is recorded at Reception Number 2880032, Public Records of Mesa County, Colorado being more particularly described as follows.

Commencing at the northeast corner of said Lot 16 whence the Northwest (NW) corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 22 bears N83°03'42"E 263.50 feet distant; thence S37°10'15"E along the easterly line of said LOT 16 a distance of 22.60 feet to the southeast corner of a Right of Way parcel and being the Point of Beginning; thence S37°10'15"E along the easterly line of said LOT 16 a distance of 10.09 feet; thence S84°11'02"W a distance of 229.03 feet to a point on the westerly boundary of said LOT 16; thence along a non-tangent curve to the right being a portion of said westerly boundary of said LOT 16 a distance of 33.57 feet, said curve having a radius of 50.00 feet, a central angle of 38°28'00" and a chord which bears N17°40'50"E 32.94 feet distant, to the SW corner of a Right of Way parcel; thence S89°57'47"E along the south line of said Right of Way parcel a distance of 211.75 feet to the Point of Beginning;

CONTAINING 4372 Square Feet or 0.100 Acres, more or less, as described.

The basis of bearings is the North Line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 22, T. 1S., R. 1W., Ute Meridian, S89°56'44"E, Mesa County Local Coordinate System, as shown on Reception Number 2942736.

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



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 and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

250 N. 5th Street
Grand Junction, CO 81501

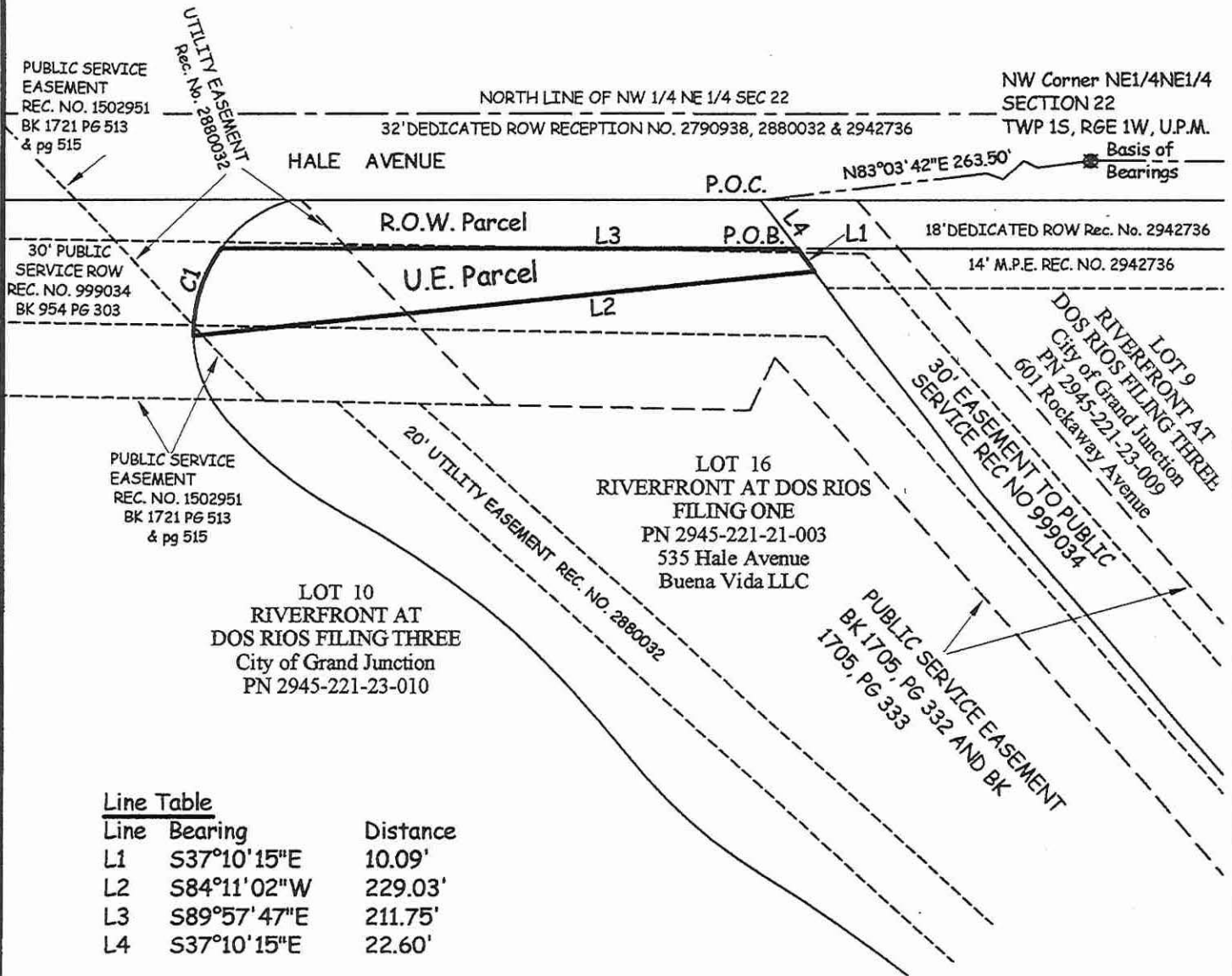
DRAWN BY: R.B.P.
DATE: 2-05-2021
SCALE: 1" = 40'
APPR BY: B.H. & M.G.

Located in Government Lot 1, Sec. 22
(a portion of the NE $\frac{1}{4}$ of Section 22)
Township 1 South, Range 1 West
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO

EXHIBIT A - Page 2 of 2

Utility Easement (U.E.) Parcel
Portion of LOT 16, RIVERFRONT AT DOS RIOS FILING ONE
Area: 4372 Square Feet, 0.100 Acres

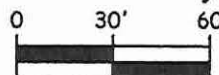


ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number
U.E.	Utility Easement
M.P.E.	Multipurpose Easement
BK	Book
PG	Page
PN	Parcel Number

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1 inch = 60 ft.

Lineal Units = U.S. Survey Foot



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