

After recording, return to:
City Clerk
250 N. 5th Street
Grand Junction, CO 81501



QUITCLAIM DEED IN LIEU OF CONDEMNATION

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation whose street address is Siting & Land Rights, CO1453-03-MCA, 3500 Blake St., Denver, CO 80205 ("Grantor"), for Ten Dollars (\$10.00) and other valuable consideration, in hand paid, hereby sells and quitclaims to The City of Grand Junction, a Colorado Home Rule Municipality c under Colorado law ("Grantee"), whose address is 250 N. 5th Street, Grand Junction, CO 81501, the real property in Mesa County, Colorado, described in Exhibit 1 attached hereto and incorporated herein, with all its appurtenances ("Property"), but EXCEPTING AND RESERVING UNTO GRANTOR and its successors and assigns the easements, rights and interests in the Property ("Reserved Interests") that are described on Exhibit 2 attached hereto and incorporated herein.

By accepting and recording this deed, Grantee further agrees with Grantor as follows:

(1) Pursuant to Article 6 of Title 38, C.R.S., Grantee has the power of eminent domain (otherwise referred to as condemnation power) to acquire private property for public purposes. Grantee has determined that acquisition and development of the Property is necessary and is in the public interest and necessary for public use. In lieu of requiring Grantee to exercise its condemnation power to acquire the Property, Grantor has agreed to convey the Property to Grantee and Grantee has agreed to acquire the Property, upon all of the terms, covenants and conditions of this Quitclaim Deed. Grantee hereby stipulates and agrees that the Property conveyed herein shall be used by Grantee for a public purpose and that all parcels created by this conveyance (including the Property and any larger parcel from which the Property is subdivided) are properly created and conform to all applicable laws, ordinances and regulations regarding the subdivision of property.

(2) The Property is sold by Grantor and acquired by Grantee "As-Is, Where- Is, With All Faults" with no right of set-off or reduction in the purchase price and without representation, covenant, or warranty of any kind, express or implied, either oral or written, statutory, common law or otherwise, made by Grantor or any agent or representative of Grantor with respect to the physical or structural condition of the Property or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body (except as provided in the last paragraph of this Section 2). Grantee acknowledges and agrees Grantor has not made and does not make, and Grantee waives and releases, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to warranty of condition, safety,

income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Grantor hereby expressly disclaims. Further, Grantor has not made any representation or warranty regarding any matter or circumstance relating to Environmental Law, the release of Hazardous Substances in, on or under the property, or the protection of human health, safety, natural resources or the environment, or any other environmental condition of the property, and nothing in this deed or any related agreement shall be construed as such a representation or warranty, and Grantee shall be deemed to be taking the assets "as is" and "where is" with all faults for purposes of the environmental condition, and Grantee has relied entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property.

(3) Grantee expressly assumes all environmental and other liabilities with respect to the property including but not limited to any liability of any kind arising in any way from the presence or historic operations on the property and any remaining environmental conditions that could potentially impact the soil or groundwater, soil gas at, under or above the property whether such liability is imposed by statute or derived from common law, including but not limited to liabilities arising from environmental law. Grantee, its successors, assigns, agents and representatives hereby agree to hold harmless, waive, release and forever discharge Grantor, its parent, affiliates, subsidiaries, officers, directors, employees shareholders, contractors, successors, agents insurers, and representatives from all Liabilities, whether known or unknown, to the extent caused by or arising out of or resulting from the environmental condition of the Property or arising under Environmental Laws whether such Liabilities are imposed by statute, or derived from common law, and all other comparable federal, state or local environmental, conservation or protection laws, rules or regulations relating to Hazardous Substances on, under, or originating from the real property or interest being conveyed following the date hereof. Grantee hereby further releases and discharges Grantor from any and all Liabilities which Grantee may have against Grantor in connection with or arising out of the environmental condition of the Property as of the date hereof.

(4) In this Deed the following capitalized terms have the following meanings:

Environmental Law. Any federal, state, or local laws (including common laws), statutes, regulations, ordinances, codes, orders, or decrees issued or promulgated by any governmental authority relating to the prevention of pollution, preservation and restoration of environmental quality, protection of human health, the environment and natural resources (including air, surface water, groundwater or land), or the release, use, generation, handling, storage, treatment, transportation, or disposal of Hazardous Substances, including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) the Hazardous Material Transportation Act, (49 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), and the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended.

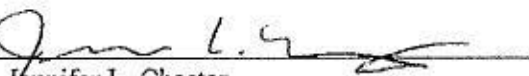
Hazardous Substances. Any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, chemical ls, or other materials that are listed in, regulated by, or may form the basis of any liability under, any Environmental Law.

Liability or Liabilities. Any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing.

Signed and delivered as of September 17, 2026.

PUBLIC SERVICE COMPANY OF
COLORADO, a Colorado corporation

By


Jennifer L. Chester

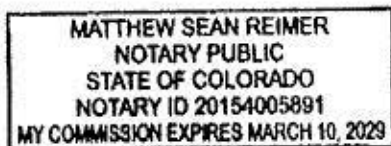
Senior Manager, Siting and Land Rights
Xcel Energy Services, Inc., as
Authorized Agent for Public Service
Company of Colorado

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17 day of September 2026, by Jennifer L. Chester as Senior Manager, Siting and Land Rights, Xcel Energy Services, Inc., as Authorized Agent of Public Service Company of Colorado, a Colorado corporation.

My commission expires: March 10, 2029

Witness my hand and official seal.



Matthew S. Reimer
Notary Public

**Exhibit 1 to Quitclaim Deed
(Property Legal Description)**

A parcel of land lying in the S1/2SE1/4NE1/4 and the N1/2SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, described as follows:

Commencing at the E1/4 corner of Section 4;

WHENCE the center of Section bears North 89° 52' 54" West;

THENCE North 89° 50' 54" West 30.0 feet to the True Point of Beginning;

- " North 89° 50' 54" West along the South Boundary of the Northeast Quarter 924.71 feet to a point;
- " South 82° 17' 43" West 387.27 feet;
- " North 89° 52' 54" West 991.43 feet;
- " North 0° 00' 38" West 50.0 feet to a point on the North Boundary Line of the Southeast Quarter of Section 4;
- " South 89° 52' 54" East along the North Boundary Line of the Southeast Quarter 988.14 feet;
- " North 82° 17' 43" East 403.95 feet;
- " North 89° 52' 42" East 641.50 feet to a point on the West Boundary Line of that tract of land described in Book 1076 at Page 318;
- " South 0° 26' 16" East along the West line of said tract 31.95 feet;
- " South 88° 39' 16" East along the South line of said tract 249.99 feet to a point on the West Right-of-Way Boundary of 25 Road;
- " South 0° 01' 44" West along the West Right-of-Way Boundary of 25 Road 17.71 feet to the True Point of Beginning.

Being all of that property described in deed recorded at Reception No. 1591213 of the records of the Office of the Clerk and Recorder, Mesa County, Colorado.

**Exhibit 2 to Quitclaim Deed
(Reserved Interests)**

Grantor (also referred to as "PSCo") reserves to itself and its successors and assigns the following reserved interests. Collectively those are denominated and referred to as Reserved Interests or Grantor's Reserved Interests:

1. A perpetual, non-exclusive easement for the transmission and distribution of electricity, for the transmission and distribution of natural gas and communication signals, and the repair, like kind replacement and maintenance of existing utility facilities, both overhead and underground, including poles, pipes and other supports of whatever materials; 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, "Facilities") on, over, under, and across the Property conveyed to Grantee pursuant to the Deed to which this exhibit is attached ("Easement Area").
2. All of Grantor's right, title and interest in and to the existing Facilities and any future Facilities.
3. The right and authority in PSCo, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to (1) enter at all times upon said Property to survey, mark and sign the Easement Area or the Facilities, construct, install, operate, repair, remove, replace with similar Facilities, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain the Facilities; (2) have full right and authority to cut, fell, remove, trim, or otherwise control (including without limitation by applying herbicides in accordance with applicable laws, rules and regulations), all trees, brush, and other growth which might interfere with or endanger the Facilities; (3) permit the joint use by others of rights of way and conduit for similar purposes and for such other uses as may be required by law; and (4) have reasonable access to, and ingress and egress for personnel, equipment and vehicles over and across said Property in connection with PSCo's exercise of its rights associated with the Facilities.
4. The right to prohibit the erection, placement or presence of buildings, structures, signs, wells and other objects by Grantee, or by anyone claiming under Grantee, without the prior written consent of Grantor, including trees, shrubs and fences that will or may be an unreasonable interference with Grantor's Reserved Interests. Grantee, for itself and its successors and assigns, agrees it will not perform any act within the Easement Area that may unreasonably interfere with or endanger the Facilities and further agrees that its use of the Property shall be consistent with the Reserved Interests. It is understood and agreed that if Grantee requests the relocation or modification of any of the Facilities located within the Easement Area, such relocation or modification shall be at the expense of Grantee.

XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO HIGH
VOLTAGE ELECTRIC TRANSMISSION LINE CLEARANCE
REQUIREMENTS
FOR YOUR SAFETY

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20') in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303- 883-0089 or 303-638-4085 a minimum of 31 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3') in any direction from the de-energized lines or conductors. There is a fee charged when an electrical clearance is required, or the patrolman is on site for more than four hours.

Under NO circumstances may work be started within twenty feet (20') in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.

When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement.

PLAN AHEAD AND FOLLOW THESE INSTRUCTIONS -- IT COULD SAVE A LIFE

E RECORDED DATE 9/18/2020

COUNTY Wasa

REC. NO. 3171101

After recording, return to:
City Clerk
250 N. 5th Street
Grand Junction, CO 81501



HS2260888

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(2) The Property is sold by Grantor and acquired by Grantee "As-Is, Where- Is, With All Faults" with no right of set-off or reduction in the purchase price and without representation, covenant, or warranty of any kind, express or implied, either oral or written, statutory, common law or otherwise, made by Grantor or any agent or representative of Grantor with respect to the physical or structural condition of the Property or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body (except as provided in the last paragraph of this Section 2). Grantee acknowledges and agrees Grantor has not made and does not make, and Grantee waives and releases, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to warranty of condition, safety,

income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Grantor hereby expressly disclaims. Further, Grantor has not made any representation or warranty regarding any matter or circumstance relating to Environmental Law, the release of Hazardous Substances in, on or under the property, or the protection of human health, safety, natural resources or the environment, or any other environmental condition of the property, and nothing in this deed or any related agreement shall be construed as such a representation or warranty, and Grantee shall be deemed to be taking the assets "as is" and "where is" with all faults for purposes of the environmental condition, and Grantee has relied entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property.

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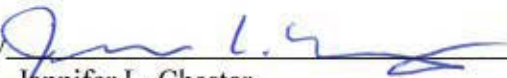
Environmental Law. Any federal, state, or local laws (including common laws), statutes, regulations, ordinances, codes, orders, or decrees issued or promulgated by any governmental authority relating to the prevention of pollution, preservation and restoration of environmental quality, protection of human health, the environment and natural resources (including air, surface water, groundwater or land), or the release, use, generation, handling, storage, treatment, transportation, or disposal of Hazardous Substances, including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) the Hazardous Material Transportation Act, (49 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), and the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended.

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Liability or Liabilities. Any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing.

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COLORADO, a Colorado corporation

By 
Jennifer L. Chester
Senior Manager, Siting and Land Rights
Xcel Energy Services, Inc., as
Authorized Agent for Public Service
Company of Colorado

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17 day of September, 2026, by Jennifer L. Chester as Senior Manager, Siting and Land Rights, Xcel Energy Services, Inc., as Authorized Agent of Public Service Company of Colorado, a Colorado corporation.

My commission expires: March 10, 2029

Witness my hand and official seal.



Matthew S. Reimer

Notary Public

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WHENCE the center of Section bears North 89° 52' 54" West;

THENCE North 89° 50' 54" West 30.0 feet to the True Point of Beginning;

" North 89° 50' 54" West along the South Boundary of the Northeast Quarter 924.71 feet to a point;

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2. All of Grantor's right, title and interest in and to the existing Facilities and any future Facilities.
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XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO HIGH
VOLTAGE ELECTRIC TRANSMISSION LINE CLEARANCE
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