

After recording, return to:
Public Service Company of Colorado
1800 Larimer St., Ste. 400
Denver, CO 80202
Attn: Senior Manager, Siting & Land Rights

Doc. No.: 535556
Agent: Matt Reimer

TEMPORARY ACCESS EASEMENT (the “Easement”)

The undersigned (“**Grantor**”), for good and valuable consideration, the receipt and adequacy of which is acknowledged, hereby grants, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the “**Company**”), its successors and assigns, a temporary, non-exclusive access easement for ingress and egress on, over, through and across the property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Temporary Easement Area**”),

Together with full right and authority to the Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter over, through and upon the Easement Area with personnel, machinery, trucks, construction vehicles, materials, tools and other equipment and with the right, but not the obligation, to survey, construct, repair, reconstruct, patrol, inspect, improve and maintain access over the Easement Area, including dirt or gravel roads, culverts or other appurtenances as may be useful or required for the Company.

This Easement shall commence on February 1, 2026, and shall expire on August 1, 2028 (the “**Term**”). Before the Term expires, the Company shall have the option to extend the Term for six months from the expiration date by informing the Grantor of such extension in writing. The expiration of the Term shall have no effect on the Company’s permanent easement or other right, if any, within or over which its utility improvements are to be constructed or installed. Prior to the end of the Term, the Company shall restore the surface of the Temporary Easement Area which is disturbed by the Company’s exercise of its rights under this Easement to as near a condition as existed prior to the Company’s entry on the Temporary Easement Area as is reasonably practicable.

The parties acknowledge and agree that the Easement Area is adjacent to the boundaries for the Lowry Landfill Superfund Site. Accordingly, the parties acknowledge that Company’s activities on the Easement Area shall be subject to any restrictions pursuant to (i) that certain Declaratory Statement of Environmental Covenants to Run With Land recorded June 29, 2001, at Reception No. B1106092 and (ii) Section 5 and Appendix 4 of that certain Final Institutional Controls Plan Lowry Landfill Superfund Site Remedial Design Prepared For City and County of Denver, Chemical Waste Management, Inc., and Waste Management dated September 19, 2002, as amended (collectively, the “**Environmental Documents**”).

The Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If the Company encounters any pre-existing waste materials present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area, Company may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes.

Except as set forth below, Company hereby accepts this Easement without any warranty from Grantor as to its fee simple title to the Easement Area; provided Grantor warrants and represents it has the right to grant the easement and rights contained herein.

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. No failure by the Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the Company to such improvements or objects, nor a waiver of the Company's rights regarding removal of any such improvements or objects.

No amendment, modification or supplement to 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, nor any approval of the Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the 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 all persons claiming an interest in the Temporary Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of Grantor and the Company. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements and stipulations between Grantor and the 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 titled "Temporary Access Easement", and an Exhibit A containing a legal description or depiction of the Temporary Easement Area, and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "Addendum") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the Company and Grantor. This Easement has been drafted as a joint effort between the Company and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the Company nor Grantor may hereafter be entitled to a presumption that any portion of this Easement should be construed either for or against a particular party or contend that this Easement was drafted by a particular party.

Signature page follows.

Exhibit A
(Temporary Easement Area)

Attached