

After recording, return to:
Public Service Company of Colorado
CO1453-03-MCA
3500 Blake St.
Denver, CO 80205
Attn: Sr. Manager, Siting & Land Rights

Doc. No.: 535512
Agent: Matt Reimer

ELECTRIC TRANSMISSION LINE 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 perpetual, non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the property described in Exhibit A, attached hereto and incorporated herein by this reference (the “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: (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 and evolutions thereof (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 homes or trailers) 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 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 or endanger the Facilities or otherwise interfere with the Company’s use of the Easement Area as provided for herein.

The Company shall promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the Company, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the Company.

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.

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.

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 contained herein. No failure by the Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the Company to such interference nor shall it be deemed a waiver of the Company’s right to remove any such interference without further notice or compensation to Grantor.

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 Easement Area, and shall be binding on 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 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 “Electric Transmission Line Easement”, and an Exhibit A containing a legal description or depiction of the 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.

(Signatures and Notary on Following Page)

Exhibit A
(Easement Area)

Attached