

DIVISION SWMD

ROW AGENT R Martinez

DOC. NO.

LOCATION 2900 S Platte River Dr

DESCRIPTION AUTHOR S Rutzen, PLS 38094

PLAT/GRID NO. 2140840/121244

AUTHOR ADDRESS J.F. Sato and Associates

WO/JO/CREG NO.

Littleton, CO 80120

PUBLIC SERVICE COMPANY OF COLORADO BIOGAS PIPELINE AND CUSTODY TRANSFER STATION EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT, (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **CITY OF ENGLEWOOD and CITY OF LITTLETON**, Colorado municipal corporations (hereinafter referred to as “Grantors”) and **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation duly authorized to conduct business in the State of Colorado (hereinafter called “Grantee”), whose address is 1800 Larimer Street, Suite 1100, Denver Colorado 80202.

WITNESSETH

WHEREAS, Grantors are the record owner of a certain parcel of land commonly known as South Platte Water Renewal Partners Wastewater Treatment Plant, 2900 S. Platte River Drive, Englewood, Colorado 80110 (“Grantor’s Property”);

WHEREAS, the Grantee is a major transporter of natural gas to customers in Colorado, which includes the construction, installation, repair, operation, and maintenance of natural gas pipelines and machinery;

WHEREAS, Grantors are a major generator of methane or biogas which is created during the treatment of wastewater that is delivered to the Plant, and Grantors desire to market and sell this byproduct to consumers by way of a transfer station and pipeline located on Plant property;

WHEREAS, Grantee desires to install, repair, operate and maintain the custody transfer station and pipeline needed to transport the biogas from the Plant and inject the biogas into a pre-existing natural gas pipeline owned by the Grantee;

WHEREAS, Grantors have agreed to grant, and Grantee has agreed to accept, certain Permanent Easements over and to Grantors property as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of ten and no/100ths DOLLARS (\$10.00), and other good and valuable consideration to the Grantors in hand paid by the Grantee, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Permanent Easements.** Subject to the terms and conditions set forth in this Agreement, Grantors do hereby grant and convey unto the Grantee, its successors and assigns the following Permanent Easement:

Grantors hereby grant unto said Grantee, its successors and assigns, an non-exclusive permanent easement to operate, maintain, repair, a gas pipeline, and a Biogas Custody Transfer Station and all fixtures and devices, used or useful in the operation of said station and line(s), through, over, under, across, and along a course as said line(s) may be hereafter constructed in **A PARCEL OF LAND**, being a portion of Lot 2 Platte River Subdivision recorded at reception No. B5165918, Book 304, pages 4 and 5 of the Arapahoe County public records and located in the **Northeast Quarter of Section 33, Township 4 South, Range 68 West of the 6th P.M.**, City of Englewood, County of Arapahoe, State of Colorado, the easement(s) varying in width and being described as follows:

See "Exhibits A and B" attached hereto and made a part hereof.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said gas pipeline easement(s) and transfer station and there related fixtures and devices, and to remove objects interfering therewith, and together with the right to use so much of the adjoining premises of Grantors during surveying, construction, maintenance, repair, removal, or replacement of said gas pipeline(s) and transfer station and related fixtures and devices as may be required to permit the operation of standard gas pipeline construction or repair machinery. The Grantors reserve the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Grantee's facilities therein or use thereof. Such reservations by the Grantors shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. The work of installing and maintaining said gas pipeline(s) and transfer station and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by the Grantee shall be restored substantially to its original level and condition.

2. **Notice of Work.** Except in the case of emergencies, the Grantee will, during the life of the Permanent Easements herein granted, provide the Grantors reasonable advance notice before the Grantee commences any substantial material changes to the gas pipeline and/or Custody Transfer Station within the Permanent Easement Areas. In the event of an emergency, the Grantee shall provide the Grantors notice of such activity as soon as it is reasonably practical.

3. **Reservation of Rights.** Grantors retain the right to the undisturbed use and occupancy of the Permanent Easement Area in so far as such use and occupancy is consistent with, and does not impair, the operation maintenance, and security of the Grantee's facilities located within the Permanent Easement Areas.

4. **Abandonment.** In the case the Grantee shall abandon its rights herein granted, either in whole or in part, all right, title and interest of the Grantee hereunder shall cease and terminate and shall revert back to the Grantors, or the then owner of the real property burdened by the Permanent Easements or the portion therein abandoned, as the case may be, and shall hold the abandoned Permanent Easement Area or Areas as the same may then be, free from any right, title or claim of the Grantee, but nothing herein contained shall be construed as causing a forfeiture or abandonment of any interest hereunder not owned by the Grantee at the time of such abandonment.

5. **Subjacent and Lateral Support.** The Grantee shall have and exercise the right of subjacent and lateral support, to whatever extent is reasonably necessary, for the full, complete and unmolested enjoyment of the Grantee's rights herein granted. Grantors shall take no action which would impair the earth overburden or subjacent or lateral support of the gas pipeline; provided, however, that upon obtaining the specific written permission of the Grantee, the earth overburden of the gas pipeline may be modified, but it is understood that normally will not be

granted for a modification involving a cover of less than 4.5 feet, nor greater than 15 feet, measured vertically from the top of the gas pipeline.

6. **Entire Agreement.** Unless special provisions are attached hereto, the above and foregoing constitutes the whole Agreement between the Parties; and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto, with respect to the subject matter hereof, to the extent that any such provisions added hereto conflict with any other provision hereof, such special provision shall control.

7. **Miscellaneous.** All provisions of the Agreement, including all benefits and burdens, shall run with the land and be binding upon, and inure, to the benefit to the successors and assigns of the Parties hereto, subject to the provisions hereof.

8. **Assignment.** Subject to the provisions of Paragraph 13 above, the Permanent Easements nor this Agreement shall be assigned by either Party without the prior written consent of the other Party. Any purported assignment without the prior written consent shall be deemed null and void.

9. **Severability.** The invalidity of any one provision of this Agreement will not affect the validity or binding effect of the remaining provisions.

10. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Colorado. Any actions shall be filed in the District Courts of Arapahoe County.

11. **Indemnification.** The Grantee, shall indemnify, save and hold harmless the Grantors against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees incurred as a result of any negligent or wrongful act or omission by the Grantee, or its employees, agents and subcontractors pursuant to the terms of this Agreement. Such indemnification shall be for all spills, leaks, subsidence of the Permanent Easement Areas, pollution events, or any other sewer event impacting private or public property, wherein the origin of the event is due to the Grantee's gas pipeline or Transfer Custody Station which are the subject of this Agreement.

12. **Insurance.** The Grantee shall provide proof of Commercial General Liability Insurance in the amount of \$2,000,000 single limit and \$2,000,000 aggregate limit, naming the Grantors/City of Englewood and City of Littleton as additional insureds.

IN WITNESS WHEREOF, the parties have executed this Permanent Easement Agreement, on the following pages, as of the day and year first above written.

Signed this _____ day of _____, 2020.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

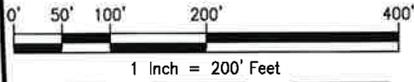
EXHIBIT A – BIOGAS PIPELINE EASEMENT

SHEET 1 OF 4 SHEETS

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED EASEMENT DESCRIPTION.

LOT 1
12.648 ACRES

LOT 2
53.333 ACRES



LINE	BEARING	DISTANCE
L1	S 88°08'57" W	10.00
L2	S 01°51'03" E	76.67
L3	S 84°35'45" E	140.64
L4	N 87°04'58" E	104.98
L5	S 84°06'02" E	99.17
L6	N 84°44'00" E	93.06
L7	S 88°59'46" E	78.09
L8	N 84°34'15" E	86.03
L9	S 86°37'18" E	149.70
L10	N 02°46'27" E	178.52
L11	N 02°03'42" E	55.46
L12	N 01°05'45" W	143.60
L13	N 88°34'11" E	49.47
L14	N 00°19'01" E	289.59
L15	N 01°13'30" W	115.61
L16	N 02°00'07" E	167.63
L17	N 01°07'08" E	103.65
L18	N 00°10'34" E	84.20
L19	N 00°03'28" W	97.97
L20	N 00°11'27" W	153.92
L21	N 02°44'23" W	79.18
L22	N 01°56'35" W	120.03
L23	N 00°09'39" E	49.33
L24	N 02°30'28" E	29.81
L25	N 02°44'23" W	79.18
L26	N 00°03'28" W	97.97
L27	N 00°09'39" E	49.33
L28	N 01°56'35" E	120.28
L29	N 02°44'49" E	78.81
L30	N 00°11'27" E	153.91
L31	N 00°03'29" E	97.93
L32	N 00°10'34" W	84.20
L33	N 01°07'10" W	103.39
L34	N 02°00'07" W	167.85
L35	N 01°13'30" E	115.76
L36	N 00°19'01" W	279.76
L37	N 88°34'11" W	49.72
L38	S 01°05'45" E	153.26
L39	N 02°03'42" W	55.12
L40	N 02°46'27" W	188.35
L41	N 86°37'18" W	140.37
L42	S 84°34'15" W	86.24
L43	N 88°59'46" W	78.07
L44	S 84°44'00" W	92.63
L45	N 84°06'02" W	98.96
L46	S 87°04'58" W	105.03
L47	N 84°35'45" W	131.10
L48	N 01°51'03" W	67.86

PROPERTY LINE

PLATTE RIVER SUBDIVISION
REC. #B5165918, BOOK 304,
PAGES 4,5.

POB



BIOGAS PIPELINE
EASEMENT
25268 SQ. FT.
0.580 ACRES

PROPERTY LINE

SOUTH PLATTE RIVER DRIVE
BOOK 377 PAGE 479 100 FT ROW

UNPLATTED
BOOK 1271 PAGE 138

UNPLATTED
BOOK 4730 PAGE 84

LIPAN STREET
50 FT. ROW
PARCEL 31R REV. 2
BOOK 6000



J.F. SATO AND ASSOCIATES

Consulting Engineers

Project Managers, Planners & Surveyors

5878 So. Rapp St. Littleton, CO 80120 (303) 797-1200

JOB. NO. JFA 1908
DESC. BIOGAS PIPELINE EASEMENT
DATE: 03/19/2019 BY SGR
SCALE: 1" = 200' CHECKED SGR

NOTES: REVISED 05/22/2019, 10-10-2019
NOTES: UTILITY EASEMENT LOCATED IN THE NE 1/4
OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 68
WEST OF THE 6TH P.M.

EXHIBIT A — BIOGAS PIPELINE EASEMENT

SHEET 2 OF 4 SHEETS

300.00 WC TO
NE COR W1/2,
NE1/4, SEC 33
T4S, R68W, 6TH P.M. 1317.18'
N 89°53'07" W
REC #4 REBAR
BASIS OF BEARING

POINT OF
COMMENCEMENT
NE COR SEC 33
T4S, R68W, 6TH P.M.
REC #6 REBAR

LINE	BEARING	DISTANCE
L1	S 88°08'57" W	10.00
L2	S 01°51'03" E	76.67
L3	S 84°35'45" E	140.64
L4	N 87°04'58" E	104.98
L5	S 84°06'02" E	99.17
L6	N 84°44'00" E	93.06
L7	S 88°59'46" E	78.09
L8	N 84°34'15" E	86.03
L9	S 86°37'18" E	149.70
L10	N 02°46'27" E	178.52
L11	S 02°03'42" E	55.46
L12	N 01°05'45" W	143.60
L13	S 88°34'11" E	49.47
L14	N 00°19'01" E	289.59
L15	S 01°13'30" W	115.61
L16	N 02°00'07" E	167.63
L17	S 01°07'08" E	103.65
L18	N 00°10'34" E	84.20
L19	S 00°03'28" W	97.97
L20	N 00°11'27" W	153.92
L21	S 02°44'23" W	79.18
L22	N 01°56'35" W	120.03
L23	S 00°09'39" E	49.33
L24	N 02°30'28" E	29.81
L25	S 87°29'32" W	10.00
L26	S 02°30'28" W	30.01
L27	S 00°09'39" W	49.72
L28	S 01°56'35" E	120.28
L29	S 02°44'49" E	78.81
L30	S 00°11'27" E	153.91
L31	S 00°03'28" E	97.93
L32	S 00°10'34" W	84.20
L33	S 01°07'10" W	103.39
L34	S 02°00'07" W	167.85
L35	S 01°13'30" E	115.76
L36	S 00°19'01" W	279.76
L37	S 88°34'11" W	49.72
L38	S 01°05'45" E	153.26
L39	S 02°03'42" W	55.12
L40	S 02°46'27" W	168.35
L41	N 86°37'18" W	140.37
L42	S 84°34'15" W	86.24
L43	S 88°59'46" W	78.07
L44	S 84°44'00" W	92.63
L45	S 84°06'02" W	98.96
L46	S 87°04'58" W	105.03
L47	N 84°35'45" W	131.10
L48	N 01°51'03" W	67.86

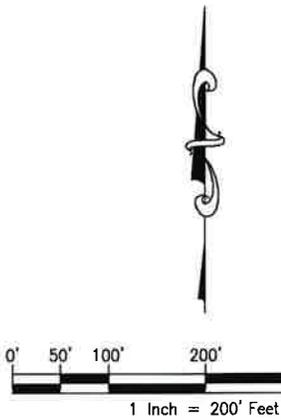
LOT 2
53.333 ACRES

UNPLATTED
BOOK 4191
PAGE 373

UNPLATTED BOOK 5892 PAGE 403

UNPLATTED
BOOK 1271 PAGE 138

ARAPAHOE COUNTY BOOK 821 PAGE 347



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED EASEMENT DESCRIPTION.



J.F. SATO AND ASSOCIATES

Consulting Engineers

Project Managers, Planners & Surveyors

5878 So. Rapp St. Littleton, CO 80120 (303) 797-1200

JOB. NO. JFA 1908
DESC. BIOGAS PIPELINE EASEMENT
DATE: 03/19/2019 BY SGR
SCALE: 1" = 200' CHECKED SGR

NOTES: REVISED 05/22/2019, 10/10/2019
NOTES: UTILITY EASEMENT LOCATED IN THE NE 1/4 OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

EXHIBIT A
"BIOGAS PIPELINE EASEMENT"
SHEET 3 OF 4
LAND DESCRIPTION

A 10.00 foot wide Utility Easement, being a portion of Lot 2 Platte River Subdivision recorded at reception No. B5165918, Plat Book 304, pages 4 and 5 of the Arapahoe County public records, located in the Northeast ¼ of Section 33, Township 4 South, Range 68 West, 6th P.M., City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

BASIS OF BEARINGS: For the purpose of this description the Northerly line of Lot 2 of Platte River Subdivision recorded at reception No. B5165918, Plat Book 304, pages 4 and 5 of the Arapahoe County public records, assumed to bear N 89°53'07" W being monumented at the NE Corner of said Section, a found no. 6 rebar and on the said Northerly line by a found no. 4 rebar being a 300.00 WC to the NE Corner of the W1/2, of the NE ¼, of said Section.

Commencing at the NE corner Section 33, Township 4 South, Range 68 West of the sixth Principal Meridian, thence S 44°16'35" W a distance of 2212.73 feet to a angle point of easement the **TRUE POINT OF BEGINNING;**

1. Thence S 88°08'57" W, a distance of 10.00 feet;
2. Thence S 01°51'03" E, a distance of 76.67 feet;
3. Thence S 84°35'45" E, a distance of 140.64 feet;
4. Thence N 87°04'58" E, a distance of 104.98 feet;
5. Thence S 84°06'02" E, a distance of 99.17 feet;
6. Thence N 84°44'00" E, a distance of 93.06 feet;
7. Thence S 88°59'46" E, a distance of 78.09 feet;
8. Thence N 84°34'15" E, a distance of 86.03 feet;
9. Thence S 86°37'18" E, a distance of 149.70 feet;
10. Thence N 02°46'27" E, a distance of 178.52 feet;
11. Thence N 02°03'42" E, a distance of 55.46 feet;
12. Thence N 01°05'45" W, a distance of 143.60 feet;
13. Thence N 88°34'11" E, a distance of 49.47 feet;
14. Thence N 00°19'01" E, a distance of 289.59 feet;
15. Thence N 01°13'30" W, a distance of 115.61 feet;
16. Thence N 02°00'07" E, a distance of 167.63 feet;
17. Thence N 01°07'08" E, a distance of 103.65 feet;
18. Thence N 00°10'34" E, a distance of 84.20 feet;
19. Thence N 00°03'28" W, a distance of 97.97 feet;
20. Thence N 00°11'27" W, a distance of 153.92 feet;
21. Thence N 02°44'23" W, a distance of 79.18 feet;
22. Thence N 01°56'35" W, a distance of 120.03 feet;
23. Thence N 00°09'39" E, a distance of 49.33 feet;
24. Thence N 02°30'28" E, a distance of 29.81 feet;
25. Thence N 87°29'32" W, a distance of 10.00 feet;
26. Thence S 02°30'28" W, a distance of 30.01 feet;
27. Thence S 00°09'39" W, a distance of 49.72 feet;
28. Thence S 01°56'35" E, a distance of 120.28 feet;
29. Thence S 02°44'49" E, a distance of 78.81 feet;

EXHIBIT A
"BIOGAS PIPELINE EASEMENT"
SHEET 4 OF 4
LAND DESCRIPTION

30. Thence S 00°11'27" E, a distance of 153.91 feet;
31. Thence S 00°03'29" E, a distance of 97.93 feet;
32. Thence S 00°10'34" W, a distance of 84.20 feet;
33. Thence S 01°07'10" W, a distance of 103.39 feet;
34. Thence S 02°00'07" W, a distance of 167.85 feet;
35. Thence S 01°13'30" E, a distance of 115.76 feet;
36. Thence S 00°19'01" W, a distance of 279.76 feet;
37. Thence S 88°34'11" W, a distance of 49.72 feet;
38. Thence S 01°05'45" E, a distance of 153.26 feet;
39. Thence S 02°03'42" W, a distance of 55.12 feet;
40. Thence S 02°46'27" W, a distance of 168.35 feet;
41. Thence N 86°37'18" W, a distance of 140.37 feet;
42. Thence S 84°34'15" W, a distance of 86.24 feet;
43. Thence N 88°59'46" W, a distance of 78.07 feet;
44. Thence S 84°44'00" W, a distance of 92.63 feet;
45. Thence N 84°06'02" W, a distance of 98.96 feet;
46. Thence S 87°04'58" W, a distance of 105.03 feet;
47. Thence N 84°35'45" W, a distance of 131.10 feet;
48. Thence N 01°51'03" W, a distance of 67.86; feet to the **TRUE POINT OF BEGINNING.**

The above-described parcel of land contains 25,268 square feet (0.580 acres), of land, more or less.

Legal Description prepared by:



Stephen G. Rutzen, PLS 38094
For and on Behalf of
J.F. Sato and Associates
5878 S. Rapp St. Littleton, CO 80120

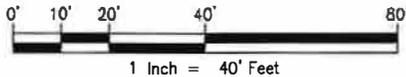
EXHIBIT B- BIOGAS CUSTODY TRANSFER STATION EASEMENT

SHEET 2 OF 3 SHEETS

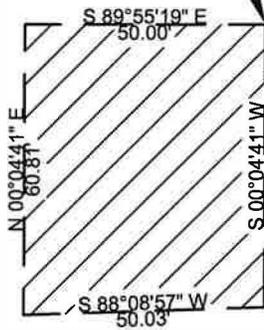
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

PLATTE RIVER SUBDIVISION
REC. #B5165918,
BOOK 304, PAGES 4,5.
LOT 2 53.333 ACRES

X:\19000_Jobs\1911_SPWRP - XCEL GAS PROJECT\ADDITIONAL PNEE EASEMENT\1911_additional easement.dwg tab: GAS EASEMENT (2) Oct 10, 2019 - 10:47am SRuizen



POB



S 44°51'43\"/>
2150.44'

BIOGAS CUSTODY
TRANSFER STATION
EASEMENT
2998 SQ. FT.
0.068 ACRES



J.F. SATO AND ASSOCIATES

Consulting Engineers

Project Managers, Planners & Surveyors

5878 So. Rapp St. Littleton, CO 80120 (303) 797-1200

JOB. NO. JFA 1911

DESC. BIOGAS CUSTODY TRANSFER STATION EASE.

DATE: 09/06/2019 BY SGR

SCALE: 1" = 40' CHECKED SGR

NOTES: REVISED; 10/10/2019

NOTES: UTILITY EASEMENT LOCATED IN THE NE 1/4 OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

EXHIBIT B
"BIOGAS CUSTODY TRANSFER STATION EASEMENT"
SHEET 3 OF 3
LAND DESCRIPTION

A Utility Easement, being a portion of Lot 2 Platte River Subdivision recorded at reception No. B5165918, Plat Book 304, pages 4 and 5 of the Arapahoe County public records, located in the Northeast ¼ of Section 33, Township 4 South, Range 68 West, 6th P.M., City of Englewood, County of Arapahoe, State of Colorado, being more particularly described as follows:

BASIS OF BEARINGS: For the purpose of this description the Northerly line of Lot 2 of Platte River Subdivision recorded at reception No. B5165918, Plat Book 304, pages 4 and 5 of the Arapahoe County public records, assumed to bear N 89°53'07" W being monumented at the NE Corner of said Section, a found no. 6 rebar and on the said Northerly line by a found no. 4 rebar being a 300.00 WC to the NE Corner of the W1/2, of the NE ¼, of said Section.

Commencing at the NE corner Section 33, Township 4 South, Range 68 West of the sixth Principal Meridian, thence S 44°51'43" W a distance of 2150.44 feet to a angle point of easement the **TRUE POINT OF BEGINNING;**

1. Thence S 00°04'41" W, a distance of 59.12 feet;
2. Thence S 88°08'57" W, a distance of 50.03 feet;
3. Thence N 00°04'41" E, a distance of 60.81 feet;
4. Thence S 89°55'19" E, a distance of 50.00 feet to the **TRUE POINT OF BEGINNING.**

The above-described parcel of land contains 2998 square feet (0.068 acres), of land, more or less.

Legal Description prepared by:



Stephen G. Rutzen, PLS 38094
For and on Behalf of
J.F. Sato and Associates
5878 S. Rapp St. Littleton, CO 80120