

AR2323677

B 1372 REC 02323677 03/02/93 16:41 \$35.00 1/007
F 1110 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

Recorded at _____ o'clock _____ .m.

Reception No. _____

EASEMENT

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, which has an office at 1225 17th Street, Denver, Colorado, 80202-5501 ("**Grantor**"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by **THERMO COGENERATION PARTNERSHIP**, a Colorado general partnership, which has an office at 5840 Dahlia Street, Commerce City, Colorado ("**Grantee**"), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee, its successors and assigns, an easement for the transmission of natural gas, and for vehicular and pedestrian ingress and egress to and from Weld County Road 16 in the County of Weld, State of Colorado, which is located contiguous to and north of certain real property owned by Grantor also located in Weld County, Colorado, as more particularly described and shown on Exhibit A and Exhibit B attached hereto and made a part hereof (said real property being hereinafter referred to as the "**Easement Area**"), across the said Easement Area for the benefit of certain real property owned by Grantee to the south of the Easement Area located in the City of Fort Lupton, Weld County, Colorado as described on Exhibit C attached hereto and made a part hereof.

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees, to enter at all times upon the Easement Area to survey, construct, install, repair, remove, replace, reconstruct, relocate, inspect, enlarge, maintain and use the following improvements (hereinafter referred to as "**Grantee's Improvements**").

(1) natural gas transmission lines and such pipes, wires, conduits and other fixtures, devises and appurtenances as may be used or useful in connection therewith, and full right and authority to cut, remove, trim or control all trees, and other vegetation in the vicinity thereof; and

(2) driveways, sidewalks, pathways, and other similar improvements designed for vehicular and pedestrian traffic, and such traffic signs, outdoor lamps and lighting fixtures (not exceeding sixteen (16) feet in height), and other similar objects and devices deemed necessary by Grantee and approved in writing by Grantor, as required in the following paragraph, for the convenience and safety of persons using the driveways and other improvements within the Easement Area.

Prior to Grantee's commencement of initial installation or construction, or any replacement or relocation, of Grantee's Improvements, Grantee shall submit in writing plans and specifications relating thereto to Grantor for approval, which approval, if appropriate, shall not be unreasonably withheld or delayed beyond ninety (90) days. After receipt of Grantee's plans and specifications, Grantor shall either give Grantee written notice indicating Grantor's approval thereof, or, if Grantor determines, in Grantor's discretion reasonably exercised, that the proposed activity is not acceptable to Grantor or may or will cause damage to, or unreasonably interfere with the use of, Grantor's property or improvements (as hereinafter defined) or result in an unreasonable impairment of Grantor's rights in the Easement Area, Grantor shall so advise Grantee in writing, stating the basis of its objection with reasonable particularity, and shall provide Grantee with a detailed, written list of requested changes to the plans and specifications. Upon Grantee's receipt of Grantor's notice of objection and list of requested changes, Grantee shall cause its plans and specifications to be revised to reflect such requested changes to re-submit the same to Grantor, and thereafter Grantor and Grantee shall cause their respective agents, employees and representatives to meet on a regular basis, at mutually agreed upon times and locations, and in good faith, with the objective of having Grantor approve, in writing, the revised plans and specifications.

By acceptance and recording of this easement, Grantee agrees: to comply with all terms and conditions herein, to exercise the rights herein granted to it with due care; that all damage to the Easement Area and Grantor's Improvements caused by the act or omission of Grantee, its agents, employees, contractors, licensees and invitees, shall be paid for or repaired at the expense of Grantee; and that Grantee shall indemnify, save and hold Grantor, its successor and assigns, harmless from any claims, demands, causes of action, losses, liability, costs and damages suffered or incurred by Grantor relating to or arising out of the granting of this easement or Grantee's ownership, installation, construction, operation, inspection, maintenance, repair, replacement and relocation of Grantee's Improvements and other activities of Grantee, its agents, employees, contractors, licensees and invitees, within the Easement Area.

Grantor reserves the right to survey, construct, install, repair, remove, replace, reconstruct, relocate, inspect, enlarge, maintain and use poles, towers, wires, pipes, conduits and other fixtures, devices, appurtenances and improvements now existing or hereafter placed by Grantor within the Easement Area (hereinafter "**Grantor's Improvements**") provided such activities do not cause damage to, or unreasonably interfere with the use of, Grantee's

Improvements or result in an unreasonable impairment of the rights herein granted to Grantee.

Both Grantor and Grantee shall endeavor to submit to the other for informational purposes, as soon as practicable, plans, specifications or proposals related to any work contemplated within the Easement Area to allow cooperation with respect to construction and other activities within the Easement Area.

Limited use of this easement by Grantee shall not prevent Grantee from thereafter making use of this easement to the full extent herein authorized. Upon abandonment of the use of the Easement Area for a period of five (5) or more consecutive years or violation of any covenant herein, by Grantee, its successors or assigns, the rights granted shall terminate. The foregoing notwithstanding, Grantee shall have the right to cure a violation of any covenant if such violation is cured within ninety (90) days from written notice from Grantor of the violation. Upon termination Grantee shall remove Grantee's Improvements from the Easement Area. If Grantee shall fail to remove Grantee's Improvements, Grantor may remove Grantee's Improvements at the expense of Grantee.

This easement is granted subject to any, indentures, licenses, easements, rights-of-way, leases or agreements previously granted by Grantor as reflected in the public records of the Weld County Clerk and Recorder, unless otherwise released.

Grantee shall not assign this easement nor any right hereunder without the prior written consent of Grantor. Any assignment without such consent shall in no way be binding upon Grantor and shall give Grantor the right to revoke this easement. Upon prior written notice, Grantor hereby consents to: (i) an assignment by Grantee to an affiliated partnership to which Grantee may simultaneously transfer all or a portion of the real property owned by Grantee which this easement benefits in connection with obtaining financing for the construction of improvements on such real property; (ii) the subsequent pledge or assignment by such affiliate to the lender in connection with obtaining such financing and/or the granting of a mortgage or deed of trust on such real property owned by the Grantee or affiliate; and (iii) any subsequent assignment by the lender in connection with the exercise by the lender of its rights under such mortgage or deed of trust. Subject to the foregoing restrictions, this easement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Grantee has been fully advised by Grantor that the electric conductors on the electric lines that cross the Easement Area, or

which may be installed in the future, transmit or will transmit electric current up to 230,000 volts or more and that the conductors on the electric lines are not insulated. In addition, Grantee has been fully advised that there are high pressure natural gas lines that cross the Easement Area or may be installed in the future. Grantee shall advise its employees, agents, contractors, licensees and invitees or any other person who may enter upon the Easement Area of the dangers involved.

The provisions of this easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto as set forth herein.

Signed and delivered this 18th day of February, 1993.

Grantor:
Public Service Company of Colorado,
a Colorado Corporation

Attest:

By: Thomas W. Hess
Name: Thomas W. Hess
Title: Asst. Secretary

By: WJ Martin
Name: William J. Martin
Title: Vice President

ALL
2-17-93
K, S & O
CO 2/16/93

STATE OF COLORADO)
DENVER COUNTY) ss.

The foregoing instrument was acknowledged before me this 18th day of FEBRUARY, 1993, by W. J. MARTIN as VICE PRESIDENT of PUBLIC SERVICE CO. OF COLORADO AND THOMAS HESS AS SECRETARY

Witness my hand and official seal.

My Commission expires:
April 10, 1995

[Signature]
Notary Public

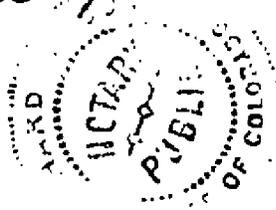


EXHIBIT A

Legal Description of Easement Area

A parcel of land located in the Northwest Quarter of Section 34, Township 2 North, Range 66 West of the Sixth (6th) Principal Meridian, Weld County, Colorado, being more particularly described as follows:

Commencing at the northwest corner of said Section 34, whence the north quarter corner of said Section 34 bears N.89°07'11"E. a distance of 2657.40 feet;

Thence, N.89°07'11"E. along the northerly line of said Northwest Quarter of Section 34 a distance of 332.18 feet;

Thence, S.00°36'54"E. a distance of 260.00 feet;

Thence, N.89°07'11"E. along a line parallel with the northerly line of said Northwest Quarter of Section 34 a distance of 125.00 feet to the POINT OF BEGINNING;

Thence, continuing along said line N.89°07'11"E. a distance of 1200.00 feet;

Thence, N.00°36'54"W. a distance of 260.00 feet;

Thence S.89°07'11"W. a distance of 1200.00 feet;

Thence, S.00°36'54"E. a distance of 260.00 feet to the point of beginning.

Containing 7.163 acres, more or less.

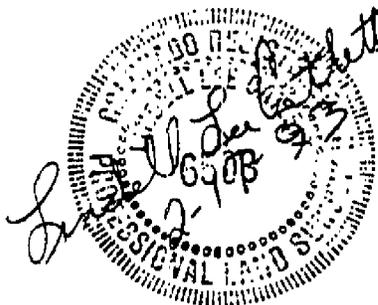
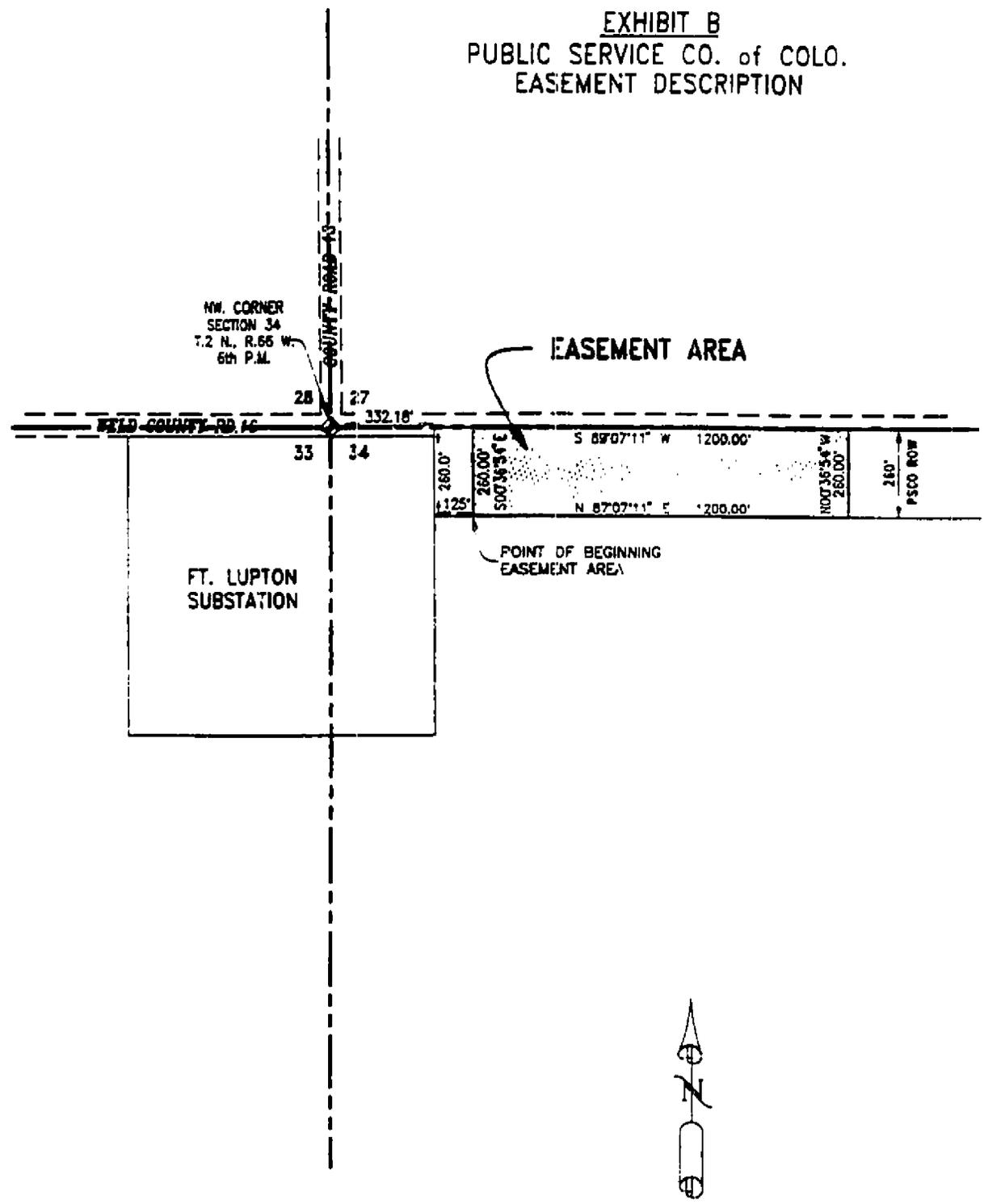


EXHIBIT B
PUBLIC SERVICE CO. of COLO.
EASEMENT DESCRIPTION



NW CORNER
SECTION 34
7.2 N., R. 66 W.
6th P.M.

EASEMENT AREA

**FT. LUPTON
SUBSTATION**

POINT OF BEGINNING
EASEMENT AREA



B 1372 REC 02323677 03/02/93 16:41 \$35.00 6/007
F 1115 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

EXHIBIT C

Legal Description of Property Owned By Grantee

PARCEL ONE:

A part of the Northeast one-quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado, more particularly described as:

BEGINNING at the one-quarter corner common to Sections 33 and 34; thence S 89° 59' 12" W on an assumed bearing along the East-West centerline of said Section 33 a distance of 402.20 feet to the East R.O.W. line of Weld County Road 31; thence Northerly along said East R.O.W. line the following courses: N 11° 08' 11" W a distance of 610.13 feet to the beginning of a curve to the left; thence along said curve, having a radius of 5759.58 feet, a delta angle of 6° 22' 00", a chord that bears N 14° 19' 11" W - 839.67 feet, an arc length of 640.00 feet; thence N 17° 30' 11" W a distance of 327.18 feet to the beginning of a curve to the right; thence along said curve, having a radius of 2261.83 feet, a delta angle of 17° 28' 00", a chord that bears N 08° 47' 11" W - 685.55 feet, an arc length of 688.20 feet; thence N 00° 04' 11" W a distance of 406.67 feet to a point 30.00 feet South of the North line of the Northeast one-quarter of Section 33; thence N 89° 36' 49" E parallel with said North line a distance of 213.32 feet to the West line of the North 3/4 of the East one-half Northeast one-quarter Northeast one-quarter of Section 33; thence S 00° 10' 06" E along said West line a distance of 962.31 feet; thence N 89° 45' 13" E along the South line of said North three-quarters of the East one-half Northeast one-quarter Northeast one-quarter of Section 33 a distance of 660.45 feet to the East line of said Northeast one-quarter of Section 33; Thence S 00° 10' 58" E along said East line a distance of 1656.54 feet to the POINT OF BEGINNING.

Contains: 26.593 acres more or less.

PARCEL TWO:

A part of the Northwest one-quarter of Section 34, Township 2 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado, more particularly described as:

BEGINNING at the one-quarter corner common to Sections 33 and 34; thence N 00° 10' 58" W along the West line of the Northwest one-quarter of said Section 34 a distance of 1656.54 feet; thence N 89° 41' 29" E along the South line of the North three-quarters of the West one-half West one-half Northwest one-quarter Northwest one-quarter of Section 34 a distance of 331.83 feet; thence N 00° 09' 47" W along the East line of said North three-quarters of the West one-half West one-half Northwest one-quarter Northwest one-quarter a distance of 734.60 feet to a point 260.00 feet South of the North line of the Northwest one-quarter of Section 34; thence N 89° 34' 30" E parallel with said North line a distance of 2324.53 feet to the North-South centerline of Section 34; thence S 00° 01' 29" E along said North-South centerline a distance of 2404.80 feet to the center of said Section 34; thence S 89° 53' 11" W along the East-West centerline of said Section 34 a distance of 2649.95 feet to the POINT OF BEGINNING.

Contains: 140.447 acres more or less.

LPM No: 000185669

Doc.: 193416

After recording,
return to:

Xcel Energy
1800 Larimer
Suite 400
Denver, Colorado 80202

CONSENT TO ASSIGNMENT OF EASEMENT

THIS CONSENT TO ASSIGNMENT OF EASEMENT ("Agreement") is made as of the 24th day of July, 2017, by **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation ("Grantor"), in favor of **KN COGENERATION LLC**, a Colorado limited liability company, its successors and assigns ("Grantee").

RECITALS

A. Pursuant to the terms of that certain Easement dated February 18, 1993, and recorded on March 2, 1993, at Book 1372 as Reception No. 02323677, Weld County, Colorado ("Easement"), Grantor granted to Thermo Cogeneration Partnership, a Colorado general partnership ("Original Grantee"), its successors and assigns, that certain easement for the transmission of natural gas, and for vehicular and pedestrian ingress and egress to and from Weld County Road 16 in the County of Weld, State of Colorado, as more particularly described and shown on Exhibit A and Exhibit B attached thereto and hereto and made a part hereof ("Easement Area"), across the said Easement Area for the benefit of certain real property owned by Original Grantee to the south of the Easement Area located in the City of Fort Lupton, Weld County, Colorado, as described on Exhibit C attached thereto and hereto and made a part hereof ("Benefitted Property").

B. Grantee is the successor-in-interest to KN Cogeneration, Inc, a Colorado corporation, which acquired the Benefitted Property and all of the easements, rights-of-way, and the appurtenances thereto, including the Easement Area, from KN Thermo Acquisition, Inc., a successor-in-interest to Thermo Cogeneration Partnership, L.P., pursuant to Special Warranty Deed, dated April 6, 2001, and recorded August 9, 2001, as Reception No. 2873125, Weld County, Colorado.

C. Pursuant to the terms of the Easement, Grantor has the right to consent to any assignment of the Easement, and Grantor has agreed to confirm that it consents to the assignment of the Easement to Grantee.

LPM No:

Doc.:

NOW THEREFORE, Grantor hereby agrees as follows:

1. Ratifies and Consents to Assignment to Grantee. Grantor hereby consents to the previous assignment of the Easement to Grantee as the owner of the Benefitted Property and all of the easements, rights-of-way, and the appurtenances thereto, including the Easement Area.

2. Consent to Assignment to Scott and Barbara Weakland. Grantor hereby consents to the assignment of the Easement from Grantee to Scott and Barbara Weakland as the owners of the Benefitted Property and all of the easements, rights-of-way, and the appurtenances thereto, including the Easement Area.

3. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Executed by Grantor as of the date first above written.

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

By: Michael E Diehl
Name: Michael E Diehl
Title: Manager, Siting & Land Rights

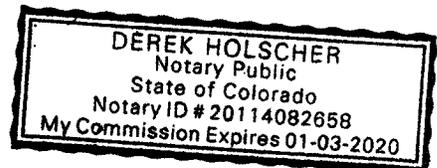
STATE OF COLORADO)
) SS:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of July, 2017, by Michael Diehl, the Mgr. Siting & Land Rights of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission expires 1/3/2020.

Derek Holscher
Notary Public



LPM No:

Doc.:

EXHIBIT A**Legal Description of Easement Area**

A parcel of land located in the Northwest Quarter of Section 34, Township 2 North, Range 66 West of the Sixth (6th) Principal Meridian, Weld County, Colorado, being more particularly described as follows:

Commencing at the northwest corner of said Section 34, whence the north quarter corner of said Section 34 bears N.89°07'11"E. a distance of 2657.40 feet;

Thence, N.89°07'11"E. along the northerly line of said Northwest Quarter of Section 34 a distance of 332.18 feet;

Thence, S.00°36'54"E. a distance of 260.00 feet;

Thence, N.89°07'11"E. along a line parallel with the northerly line of said Northwest Quarter of Section 34 a distance of 125.00 feet to the POINT OF BEGINNING;

Thence, continuing along said line N.89°07'11"E. a distance of 1200.00 feet;

Thence, N.00°36'54"W. a distance of 260.00 feet;

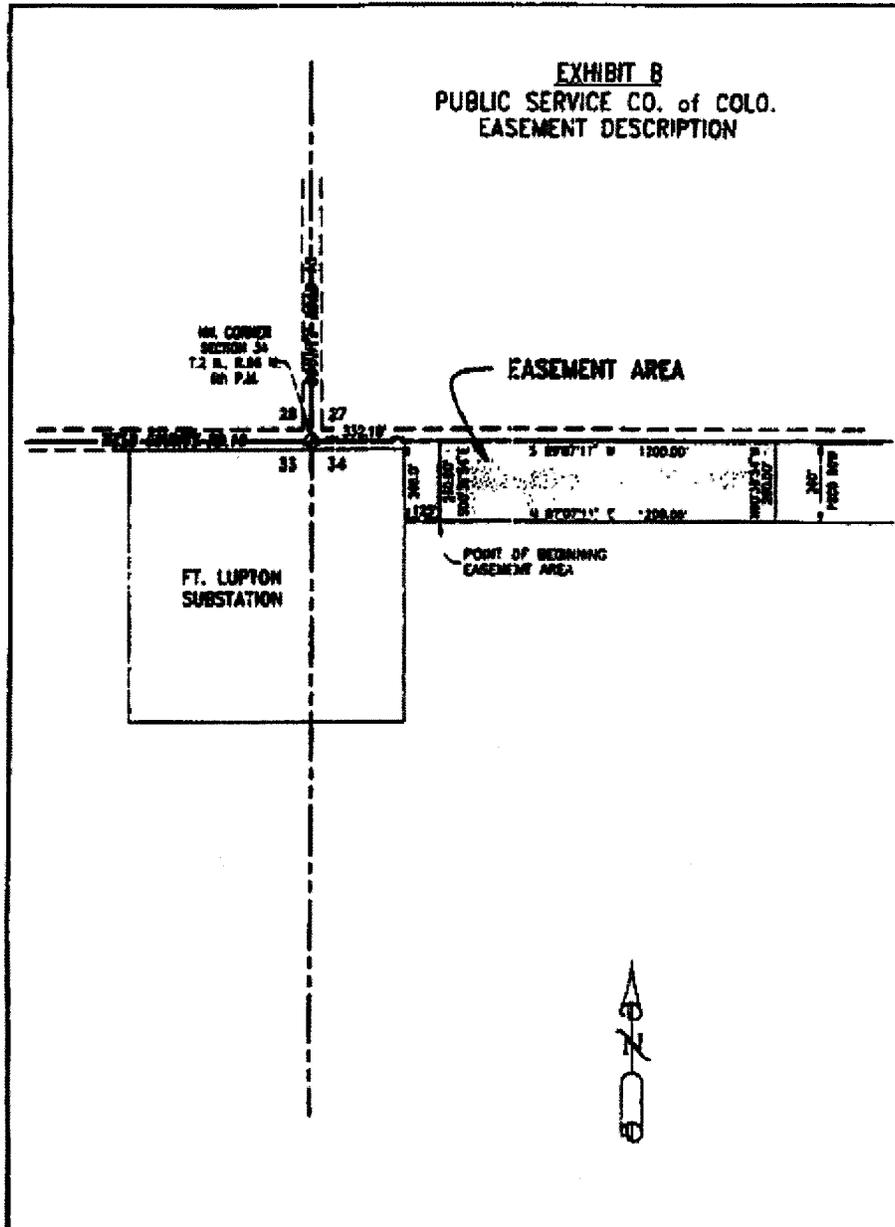
Thence S.89°07'11"W. a distance of 1200.00 feet;

Thence, S.00°36'54"E. a distance of 260.00 feet to the point of beginning.

Containing 7.163 acres, more or less.

LPM No:
Doc.:

EXHIBIT B



LPM No:

Doc.:

EXHIBIT CBENEFITTED PROPERTYPARCEL ONE:

A part of the Northeast one-quarter of Section 33, Township 2 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado, more particularly described as:

BEGINNING at the one-quarter corner common to Sections 33 and 34; thence S 89° 59' 12" W on an assumed bearing along the East-West centerline of said Section 33 a distance of 402.20 feet to the East R.O.W. line of Weld County Road 31; thence Northerly along said East R.O.W. line the following courses: N 11° 08' 11" W a distance of 610.13 feet to the beginning of a curve to the left; thence along said curve, having a radius of 5759.56 feet, a delta angle of 6° 22' 00", a chord that bears N 14° 19' 11" W - 639.67 feet, an arc length of 640.00 feet; thence N 17° 30' 11" W a distance of 327.18 feet to the beginning of a curve to the right; thence along said curve, having a radius of 2261.83 feet, a delta angle of 17° 26' 00", a chord that bears N 08° 47' 11" W - 655.55 feet, an arc length of 688.20 feet; thence N 00° 04' 11" W a distance of 406.67 feet to a point 30.00 feet South of the North line of the Northeast one-quarter of Section 33; thence N 89° 36' 49" E parallel with said North line a distance of 219.82 feet to the West line of the North 3/4 of the East one-half Northeast one-quarter Northeast one-quarter of Section 33; thence S 00° 10' 06" E along said West line a distance of 962.31 feet; thence N 89° 45' 13" E along the South line of said North three-quarters of the East one-half Northeast one-quarter Northeast one-quarter of Section 33 a distance of 560.45 feet to the East line of said Northeast one-quarter of Section 33; Thence S 00° 10' 56" E along said East line a distance of 1656.54 feet to the POINT OF BEGINNING.

Contains: 26.593 acres more or less.

PARCEL TWO:

A part of the Northwest one-quarter of Section 34, Township 2 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado, more particularly described as:

BEGINNING at the one-quarter corner common to Sections 33 and 34; thence N 00° 10' 56" W along the West line of the Northwest one-quarter of said Section 34 a distance of 1656.54 feet; thence N 89° 41' 29" E along the South line of the North three-quarters of the West one-half West one-half Northwest one-quarter Northwest one-quarter of Section 34 a distance of 331.83 feet; thence N 00° 09' 47" W along the East line of said North three-quarters of the West one-half West one-half Northwest one-quarter Northwest one-quarter a distance of 734.60 feet to a point 260.00 feet South of the North line of the Northwest one-quarter of Section 34; thence N 89° 34' 30" E parallel with said North line a distance of 2324.53 feet to the North-South centerline of Section 34; thence S 00° 01' 28" E along said North-South centerline a distance of 2404.90 feet to the center of said Section 34; thence S 89° 53' 11" W along the East-West centerline of said Section 34 a distance of 2649.96 feet to the POINT OF BEGINNING.

Contains: 140.447 acres more or less.