

AGREEMENT FOR GRANT OF EASEMENT
(Park Hill Golf Course)

THIS AGREEMENT FOR THE GRANT OF EASEMENT (the "**Agreement**") is entered, as of the date set forth on the City's signature page ("**Effective Date**"), between, on the one hand, the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city ("**City**"), whose address is 1437 Bannock, Denver, Colorado 80202, and THE GEORGE W. CLAYTON TRUST, a Colorado Trust (the "**Trust**"), through its trustee, CLAYTON EARLY LEARNING, whose address is 3801 Martin Luther King Boulevard, Denver, Colorado 80205, and, on the other hand, PUBLIC SERVICE COMPANY OF COLORADO ("**PSCo**"), whose address is 1800 Larimer Street, Suite 1100, Denver, Colorado 80202.

WHEREAS, REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. Section 32-9-101, *et seq.* ("**RTD**") is building the East Corridor of the FasTracks Project; and

WHEREAS, a portion of the East Corridor construction and operation requires the reconstruction of portions of Colorado Boulevard, East 40th Avenue and Smith Road so that certain portions PSCo's electric transmission facilities will have to be re-designed and relocated along the northern side of the Park Hill Golf Course located at 4141 East 35th Avenue, Denver, Colorado ("**Park Hill Golf Course**" and the "**Property**"); and

WHEREAS, PSCo wishes to acquire an electric transmission easement ("**Easement**") across a certain parcel of land, a portion of which will eventually be sold to RTD for the above-mentioned East Corridor, which is part of the Park Hill Golf Course, as legally described in **Exhibit A** to this Agreement; and

WHEREAS, the Park Hill Golf Course is an asset of, and subject to the George W. Clayton Trust, which is administered by its trustee Clayton Early Learning (formerly known as the Clayton Foundation); provided, however, that the Trust holds ownership of the Park Hill Golf Course as an agent for the City under an Agency Agreement entered on October 13, 2000, and recorded December 1, 2000 at reception number 2000175267, and effected through a Bargain and Sale Deed from the City to the Trust dated October 13, 2000, and recorded December 1, 2000, at reception number 2000175271, all in the Denver Clerk and Recorder's Office; and

WHEREAS, the Agency Agreement was approved and put into effect by means of an Order Providing Authority and Approval signed by the Probate Court of the City and County of Denver in Case No. 86 PR 1593, as part of the Probate Court's ongoing jurisdiction over the Trust, a copy of which Order is attached as Exhibit C to the Agency Agreement; and

WHEREAS, arms-length negotiations have resulted in the fair and reasonable compensation and terms set forth in this Agreement; and

WHEREAS, the City and the Trust desires to support PSCo's easement need for accommodation of the FasTracks Project.

13-0122

NOW THEREFORE, for the amounts set forth herein and other good and valuable consideration, the Parties agree as follows:

1. **Grant of Easement.** Immediately after execution of this Agreement, and subject to the terms and conditions of this Agreement including payment of all amounts required hereunder by PSCo, the City and the Trust agree to grant the Easement and convey the interest in the Easement Area in the form attached as **Exhibit A**, and incorporated herein. The dominant estate of the Easement shall be conveyed free and clear of the terms and conditions of the Agency Agreement, but subject to the terms and conditions of this Agreement. The servient estate underlying the Easement shall remain subject to the terms and conditions of the Agency Agreement. PSCo agrees to accept title and all other conditions of the Property in an AS IS, WHERE IS condition.

2. **PSCo Payment.** PSCo shall pay to the Trust a total of Forty-Four Thousand Eight Hundred Twenty-One Dollars and Eighty-Eight Cents (\$44,821.88) ("**PSCo Payment**") in good funds simultaneously upon tender of the executed Easement from the City and Trust to PSCo. The PSCo Payment shall be deposited into and become an asset of the Trust.

3. **Construction.** PSCo, the Trust and the City acknowledge and agree that it will take approximately three (3) months from the Closing Date for the Trust to have its design and construction team complete the re-design and re-construction of portions of the Park Hill Golf Course necessitated by the loss of a portion the Property to RTD and for PSCo to relocate some transmission towers in the Easement along the new northerly edge of the Park Hill Golf Course adjoining Smith Road. In addition, the Trust's tenant needs to continue to have access to maintain the golf course and for its golfing customers to play through the Property. Additionally RTD is expected to take possession of the portions of the property on the earlier to occur of June 1, 2013 or the completion of the re-design and re-construction work on the Park Hill Golf Course and the relocation of PSCo's transmission towers. For that reason, PSCo agrees to complete all construction of its facilities' no later than June 1, 2013. Notwithstanding the forgoing, to the extent practicably, and in light of the deadline for completion of PSCo's work no later than June 1, 2013, PSCo shall only work within Area EC78A and the Easement Area on Mondays and Tuesdays. In the event PSCo encounters unforeseen site conditions which requires work on the balance of the week in order to stay on schedule for completion, PSCo shall upon written notification to the City via an email message to Jeffrey Steinberg at Jeffrey.Steinberg@denvergov.org and to Charlotte Brantley with the Clayton Trust at cbrantley@claytonearlylearning.org, be permitted to continue the work to the point that the next regularly scheduled task may be started on time. PSCo has provided a schedule for its construction, attached hereto and incorporated by this reference as **Exhibit B** for use by the City and the Trust in coordinating the work necessary.

During the term of construction PSCo shall have the temporary right of ingress and egress for persons, vehicles and equipment at a point along Curve C1 along Smith Road and at a second point along the northerly 300 feet of Dahlia Street at Smith Road. These points of access shall be minimum 20 feet in width. The Dahlia Street point of access shall be as determined in the field, prior to the start of PSCo's construction. PSCo may arrange for gates to be installed in the existing chain link fencing at no cost to Park Hill Golf Course. Additionally, and subject to required approvals from RTD, PSCo shall have the temporary right of ingress and egress over

Area EC78A for persons, vehicles and equipment and be permitted to store materials needed for its work, in the rough at the far northwest corner of the Easement Area along Smith Road as such area are more clearly identified on the attached **Exhibit C** which is attached hereto and incorporated by this reference. The transmission towers shall be located at the points indicated on Exhibit C, up to a twenty-foot (20') deviation, provided however, in no event shall the transmission towers be not located outside of the Easement. After completion of PSCo's construction work, PSCo, its contractor or agent shall blade the surface of Area EC78A as needed to return the ground to the same or similar contours as when first entered onto the area. PSCo shall not be required to reseed or otherwise re-vegetate this area as it is slated to become part of the reconstructed Smith Road as referenced above. This temporary right of ingress and egress across EC-78A shall expire upon RTD taking possession of EC-78A, and any further activity by PSCo shall be subject to obtaining authorization from RTD.

4. Default Remedies.

a. In the event of a default by the City or the Trust, PSCo may elect to terminate this Agreement by written notice delivered to the City and the Trust at or prior to the acceptance of the easement and payment of funds by PSCo as set forth above and thereafter neither the City or the Trust nor PSCo shall have any obligations to the other under this Agreement, or PSCo may seek specific performance. PSCo expressly waives its rights to seek all damages, whether actual, consequential or punitive, direct or indirect against the City or the Trust.

b. In the event of a default by PSCo, the City and the Trust may elect to terminate this Agreement by written notice delivered to PSCo at or prior to the acceptance of the easement and payment of funds by PSCo and thereafter neither PSCo nor the City or the Trust shall have any obligations to the other under this Agreement, or the City and the Trust may seek specific performance. The City and the Trust expressly waive their respective rights to seek all damages, whether actual, consequential or punitive, direct or indirect against PSCo.

5. Post-Closure Terms and Conditions.

a. PSCo agrees and covenants that, in the construction work for the relocation of its electric transmission facilities on the Property, PSCo shall not, and shall not instruct its contractors to, intrude upon or engage in staging, storage, vehicular travel, or other construction activities or uses on the remainder of the Park Hill Golf Course outside of the Easement Area or Area EC78 as that property is defined within **Exhibit A**.

b. In the event that damage to the Park Hill Golf Course, other than the Easement Area or Area EC78, should result from construction or other activities of PSCo or its contractors, PSCo agrees and covenants that it or its contractors shall promptly notify the City and the Trust and shall take, or require PSCo's contractors to take, whatever actions are necessary to promptly rectify and repair the Park Hill Golf Course.

c. PSCo agrees and covenants that it shall take every commercially reasonable measure to strictly comply with the June 1, 2013 deadline for completion of its work as set forth in Paragraph 4 of this Agreement.

6. **Miscellaneous.**

a. **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective (a) when personally delivered to the address of the party to receive such notice set forth below, (b) the next succeeding Business Day after deposit with a nationally recognized overnight courier service (e.g., Federal Express) and addressed to the party as set forth below, or (c) three days after when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to PSCo: Public Service Company of Colorado
1800 Larimer Street, Suite 400
Denver, Colorado 80202
Attention: Cristin Cochran
Supervisor, Siting and Land Rights

With copies to: Xcel Energy
1800 Larimer Street, Suite 1100
Denver, Colorado 80202
Attention: Julie A. Stencel, Assistant General Counsel

If to the City: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202
Attention: Patrick A. Wheeler

Division of Real Estate, Department of Finance
201 W. Colfax, Dept. 1012
Denver, Colorado 80202
Attention: Jeff Steinberg

If to the Trust: Clayton Early Learning, Trustee of
The George W. Clayton Trust
3801 Martin Luther King Boulevard
Denver, Colorado 80205
Attention: Charlotte Brantley

b. **Entire Agreement and No Third Party Beneficiaries.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. The parties hereto do not intend to confer any benefit hereunder on any person other than the parties hereto.

c. **Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby in the same formality as originally executed.

d. **Governing Law.** Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. This Agreement is made, and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or any amendment or renewal shall be in the City and County of Denver, Colorado.

e. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

f. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws other than a provision which if invalidated would result in a failure of consideration, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

g. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

h. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

i. **Time of Essence.** The City, the Trust and PSCo hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach of and a non-curable default under this Agreement by the party so failing to perform.

j. **No Joint Venture.** This Agreement shall not create a partnership or joint venture relationship between RTD and the City or the Trust.

k. **Assignment.** No assignments of this Agreement are allowed.

l. **No Personal Liability.** No elected official, director, officer, agent or employee of any party nor any director, officer, employee or personal representative of any party shall be charged personally or held contractually liable by or to any other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

m. **Conflict of Interest by City Officers.** RTD represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

n. **No Discrimination in Employment.** In connection with the performance of work under this Agreement, RTD agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts entered into in conjunction with this Agreement.

o. **No Merger.** The parties intend that the terms of this Agreement shall survive Closing and shall not be merged into the Deed.

p. **Annual Appropriations.** All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the Denver City Council for the purposes of this Agreement and encumbered and paid into the Treasury of the City and County of Denver.

q. **City Police Powers.** Nothing in this Agreement shall amend or modify any applicable ordinance, rule or regulation of the City and County of Denver, or limit the exercise of the police powers of the City and County of Denver.

r. **Further Assurances.** After Closing, the City, the Trust and PSCo each will execute any instruments necessary to confirm, assure or validate any of the transactions contemplated by this Agreement, whenever reasonably requested by the other party.

s. **Electronic Signatures and Electronic Records.** PSCo and the Trust consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder (except the Easement), may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: FINAN-201309676-00

Contractor Name: Public Service Company of Colorado

SEE ATTACHED

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

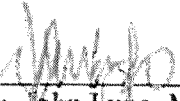
Name: _____
(please print)

Title: _____
(please print)



CONTRACT CONTROL NUMBER
FINAN-201309676-0

Public Service Company of Colorado, a Colorado corporation



By: John Lupo, Manager
Siting and Land Rights Department as Authorized Agent



The GEORGE W. CLAYTON TRUST,
by its Trustee, **CLAYTON EARLY LEARNING**
(formerly Clayton Foundation)

Charlotte M. Brantley

Charlotte M. Brantley
President and Chief Executive Officer

SIGNATURE PAGE



Contract Control Number: FINAN-201309676-00

Contractor Name: Public Service Company of Colorado

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Exhibit A to the Agreement for Grant of Easement

After recording, return to:
Public Service Company of Colorado
1800 Larimer Street, #400
Denver, Colorado 80202
Attn: J. Craig

DIVISION	ROW AGENT J. Craig	DOC. NO.
LOCATION 4141 E. 35th Ave.	DESCRIPTION N. Simonson	PLAT/GRID NO.
Clayton Trust	AUTHOR ADDRESS See exhibit	WO/JO/CREG NO.

ELECTRIC TRANSMISSION LINE EASEMENT

THE GEORGE W CLAYTON TRUST and the CITY AND COUNTY OF DENVER ("**Grantors**"), for the sum of \$10.00 and other good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Attention: Siting and Land Rights, Denver, Colorado 80202 (the "**Company**"), a perpetual non-exclusive easement ("**Easement**"), subject to the terms and conditions stated herein, for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "**Easement Area**"),

"As is, where is" without any warranties or guarantees by the Grantors, together with the full right and authority in the Company and its agents, employees and contractors 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, patrol, inspect, improve, remove, 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, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "**Facilities**"); (2) cut, remove, prune or otherwise control, trees, brush, and other vegetation, but only as needed to protect the Facilities, 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 Grantors. The underlying use of the Easement Area is currently a golf course. Except as otherwise provided herein, no other objects shall be erected, placed, or permitted to remain on, under, or over Easement Area by Grantor without the prior written approval of Company as set forth below.

Subject to the restrictions and limitations set forth herein, Grantors reserve the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges granted to Company and which will not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area. Without limiting the foregoing, for so long as the underlying use of the Easement Area is for the

operation of a golf course, Grantors may use and maintain existing driveways and other passageways running through or crossing the Easement Area, and operate and park golf carts, passenger vehicles, motorcycles, and trucks (“**Vehicles**”) which do not exceed fifteen (15) feet in height within the Easement Area. Notwithstanding the foregoing, Grantors shall upon not less than forty-eight (48) hours notice by the Company, temporarily remove all or any portion of the Vehicles located on the Easement Area and restrict such use by Grantors and their employees, agents and invitees to facilitate the installation or maintenance of any Facilities by the Company, and on the further condition that in case of emergency, Grantors shall cooperate with the Company with removal of Vehicles as dictated by the situation, on such notice as may be reasonable under the circumstances.

Subject to the restrictions herein, Grantors’ reserved rights include the right to construct, maintain, improve, or reconstruct Site Improvements (as defined below) on the Easement Area so long as the Site Improvements are designed, constructed, located, maintained, operated and used in a manner which does not interfere with Company’s Facilities or the exercise of Company’s rights under the Easement. For the purpose of this Easement, “**Site Improvements**” means improvements for the use and benefit of the property as a golf course on which Easement Area is located, and includes trees, shrubs, golf paths, irrigation systems, and fences. The term “Site Improvements” as used herein shall not include temporary or permanent buildings, or occupied structures of any kind.

In order to assure that Site Improvements which may hereafter be installed, relocated, reconstructed or substantially modified by Grantors or any person claiming rights in the Easement Area through Grantors (and any work, or activity, including the use of construction equipment related thereto) will not interfere with Company’s Facilities or Company’s use of the Easement Area, Grantors agree that no Site Improvements shall be constructed, installed, relocated, substantially modified or reconstructed on, over, across or under the Easement Area by Grantors, or anyone acting through Grantors, or on its behalf, without Grantors obtaining Company’s prior written consent to plans and specifications for such Site Improvements after Company’s review of the written plans and specification for such Site Improvements which review shall be at Company’s sole cost and expense. Company’s consent to any Site Improvements will not be unreasonably withheld, but may be withheld or conditioned on, among other things, compliance with rules, regulations, standards and practices which may from time to time be applicable to construction activities or the installation, construction, alteration, modification, or operation and use of the particular type of Site Improvement in proximity to Facilities which are from time to time installed on, or planned for, the Easement Area. Approval of any Site Improvements by Company shall not limit or prohibit Company’s right to cut, prune, or otherwise control, shrubs and other vegetation, or permanently remove (at Company’s expense) any Site Improvements in the event they interfere with the Facilities or Company’s use of the Easement Area.

Subject to the rights, restrictions and limitations set forth herein, Grantors reserve the right to use the Easement Area for any purpose that does not substantially interfere with, endanger the Facilities, or substantially interfere with the Company’s use of the Easement Area as provided for herein.

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 by this Easement. 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.

No amendment, modification or supplement of this Easement shall be binding on the Company or the Grantors unless made in writing and executed by an authorized representatives of the Company and the

Grantors. No waiver by the Company or the Grantors of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company or the Grantors. No delay or omission in the exercise of any right or remedy accruing to the Company or the Grantors 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.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon 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 the parties. "Grantors" shall include the singular, plural, feminine, masculine and neuter.

Grantors affirm that Grantors are the owner of the Easement Area and have the right to grant the Easement and rights contained herein.

Except for the terms and conditions contained in the Agreement for Grant of Easement which approves this Easement, this Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled "Electric Transmission Line Easement", an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto.

Executed and delivered this _____ day of _____ 2013.

THE GEORGE W CLAYTON TRUST,
a Colorado Trust

By: _____
Charlotte M. Brantley, President and Chief Executive Officer
Clayton Early Learning , as Trustee

State of Colorado)
) s s.
City and County of Denver)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2013, by Charlotte M. Brantley, as President and Chief Executive Officer of Clayton Early Learning, as Trustee for The George W. Clayton Trust.

Witness my hand and official seal.

Notary Public

My commission expires: _____

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk &
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
MAYOR

APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH
City Attorney

By: _____
Assistant City Attorney

State of Colorado)
) s s.
City and County of Denver)

The foregoing instrument was acknowledged before me on the _____ day of
_____, 2013, by Michael B. Hancock, as Mayor of the City and County of Denver.

Witness my hand and official seal.

Notary Public

My commission expires: _____

**EXHIBIT A
PERMANENT EASEMENT – PARCEL A
PARK HILL GOLF COURSE**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 19, Township 3 South, Range 67 West, of the 6th Principal Meridian, County of Denver, State of Colorado, being a portion of that Tract of land as described in Reception Number 2000175267, Denver County Records, described as follows:

Beginning at the northwest corner of said Tract, from which the center one-quarter corner of said Section 19 bears N82°51'11"E, 1054.39 feet;

thence along a curve to the right, having a radius of 5588.94, a central angle of 2°15'10", a length of 219.74 feet and a chord which bears S87°49'36"E, 219.73 feet, to the northwest corner of Parcel EC 78A, as shown on the RTD FasTracks East Corridor Right of Way Plans (Project Number 072120);
thence along the southerly & westerly lines of said Parcel EC 78A the following seven (7) courses:

1. S02°54'20"W, 3.26 feet;
2. S81°57'35"E, 369.97 feet;
3. S78°41'01"E, 260.34 feet;
4. S67°42'06"E, 49.23 feet;
5. N89°16'34"E, 81.19 feet;
6. S47°21'12"E, 22.71 feet;
7. S15°10'31"E, 19.97 feet;

thence N78°13'34"W, 265.52 feet;

thence N80°22'11"W, 477.96 feet;

thence N87°04'26"W, 258.87 feet, to the west line of said Tract;

thence N00°03'52"E, 19.37 feet, along said west line, to the Point of Beginning.

Parcel A contains 20,490 square feet (0.470 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of said southwest one-quarter (SW1/4) of Section 19 bears N89°42'31"E, as shown on the attached illustration.

The author of this description is Norman L. Simonson, PLS 28288, prepared on behalf of SEH, 390 Union Boulevard, Suite 630, Lakewood, CO 80228, on June 11 2012, under Job No. 118224-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.....

EXHIBIT A
PARCEL A - PERMANENT EASEMENT

SHEET 2 OF 2

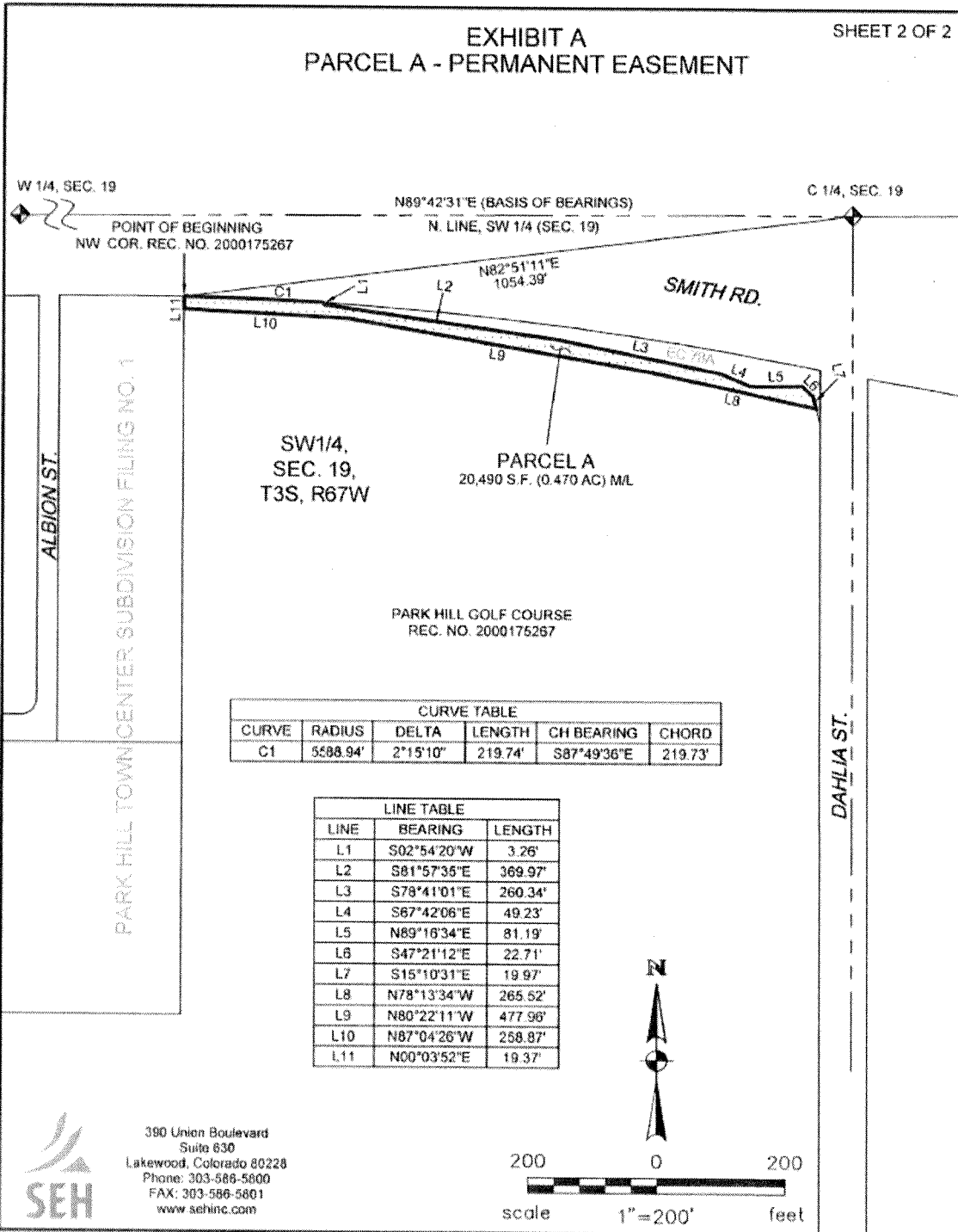
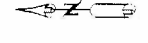
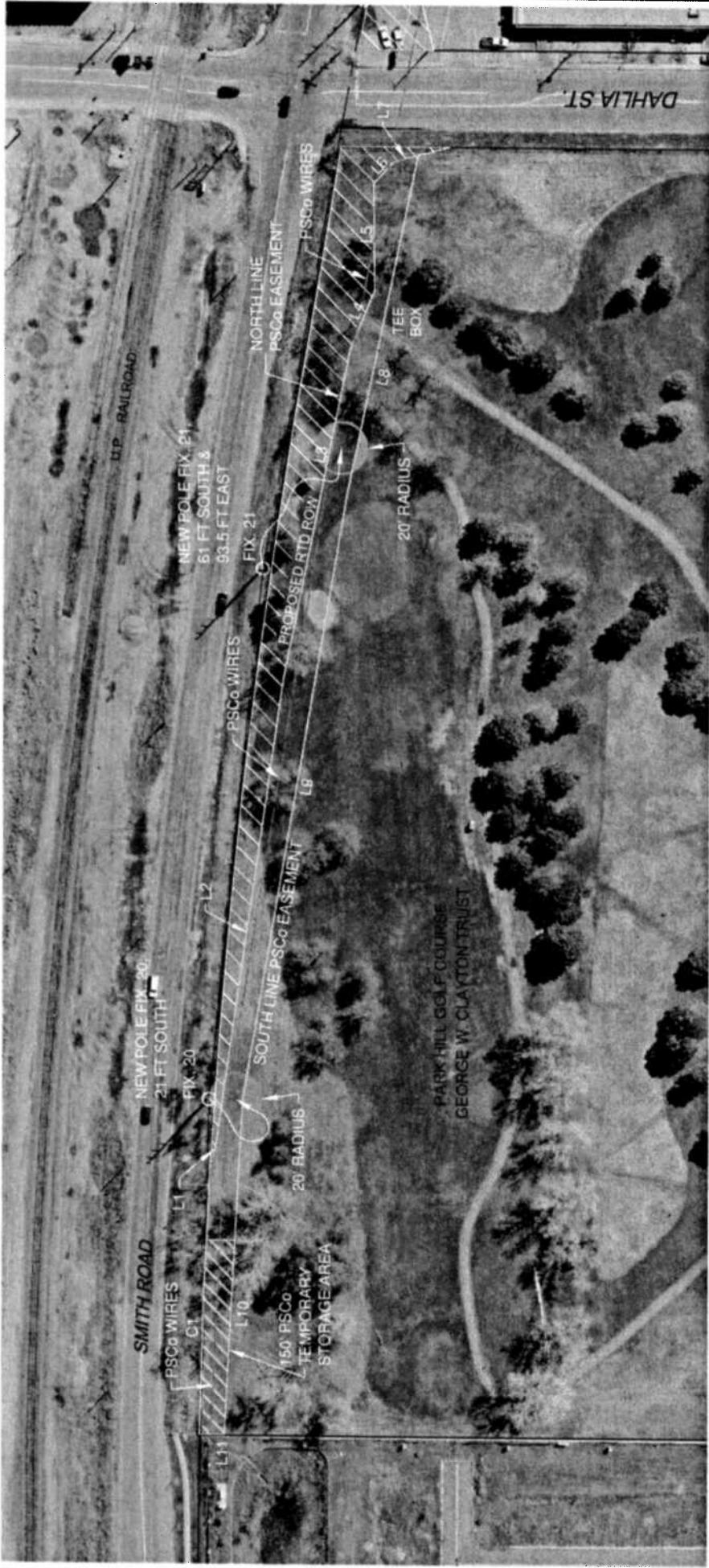


Exhibit B to Agreement for Grant of Easement

#	Task	Estimated Duration	Scheduled Date (2013)	Notes
1.	Mobilization, staking, site preparation	2 days	March 4-5	
2.	Augur and cast foundations, structure #20	2 days	March 11-12	
3.	Augur and cast foundations, structure #21	2 days	March 18-19	
4.	Install structure #20	2 days	March 25-26	
5.	Install structure #21	2 days	April 4-5	
6.	Install and terminate new conductor	2 days	April 22-23	
7.	Remove travelers	2 days	April 29-30	
8.	Repair, replace sod adjacent to structures, demobilization	2 days	May 13-14	
9.	Construction complete in Easement Area	2 days	June 3-4	

EXHIBIT C
Aerial Depiction



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S02°54'20"W	3.26	L7	S15°10'31"E	19.97
L2	S81°57'35"E	369.97	L8	N78°13'34"W	265.52
L3	S78°41'01"E	260.34	L9	N88°27'11"W	477.96
L4	S67°42'06"E	49.27	L10	N07°04'26"W	253.87
L5	N89°15'34"E	81.19	L11	N00°03'52"E	19.37
L6	S49°21'12"E	22.71			

CURVE	RADIUS	DELTA	CH BEARING	CHORD
C1	3588.54'	7°15'10"	219.74'	S87°49'26"E 719.73'

- LEGEND**
- EXISTING POLE LOCATION
 - NEW POLE LOCATION
 - 20' RADIUS FROM POLE
 - EXISTING OH ELECTRIC LINE
 - OH ELECTRIC LINE REROUTE
 - PSCo EASEMENT
 - 20' RADIUS FROM POLE
 - PROPERTY LINES
 - BUILDINGS

NOTE: THE INFORMATION CONVEYED BY THIS DRAWING IS FOR REFERENCE PURPOSES ONLY AND DOES NOT CONSTITUTE A LAND SURVEY.

GEOREFERENCE: NAD 83 UTM ZONE 13, FEET
 IMAGERY: 2010 DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT

**PSCo POLE RELOCATIONS & RTD FASTTRACKS
 PARK HILL GOLF COURSE**

SECTION 19 TOWNSHIP: 3 SOUTH RANGE: 67 WEST
 6TH PRINCIPAL MERIDIAN CITY AND COUNTY OF DENVER, COLORADO
 PLAT NO.: 2073 DOCUMENT NO.: TBD AGENT: J. CRAIG, C. COCHRAN DATE: 02-06-13

INVESTIGATION NO.: TBD

SCALE: 1"=75'
 DRAWN BY: CH
 DATE: 02-06-13



**PRELIMINARY
 DRAWING**