

PROPERTY ACCESS AGREEMENT (“Agreement”)

This Agreement is effective on the date set forth on the City’s signature page by and between **THE CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“City”), and **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation, whose address is 1800 Larimer Street, Suite 1100, Denver, Colorado 80202 (“PSCo”).

RECITALS:

WHEREAS, PSCo proposes to gain access to the City’s property located in Arapahoe County, as more particularly depicted on **Exhibit A** attached and incorporated into this Agreement by this reference (the “Property”).

WHEREAS, PSCo’s access to the Property is for the purpose of testing, inspecting, and evaluating the Property in connection with the City’s effort to develop, construct, and use a Renewable Natural Gas facility (the “RNG Facility”) on the City’s land located in Arapahoe County and commonly known as the Denver Arapahoe Disposal Site (“DADS”).

WHEREAS, the City is party to certain agreement(s) with [Waste Management], and related parties (“Waste Management”), which provide Waste Management with certain rights of access to, use of, and authority over the Property and the DADS.

WHEREAS, the City is willing to provide PSCo with such access under the terms and conditions set forth in this Agreement.

AGREEMENT

1. PSCo and its authorized employees, agents, contractors and representatives shall be granted access to the Property under this Agreement for the limited purpose of conducting certain testing, sampling, surveying, inspection, and evaluation efforts relating to the RNG Facility (the “Access”). The persons exercising the right of Access will be subject to the City’s reasonable approval, prior to any entry onto the Property. With regard to portions of the Property that are located within the Lowry Landfill Superfund Site (“LLSS”), PSCo shall comply with all requirements and restrictions set forth in **Exhibit B** attached and incorporated into this Agreement by this reference. Further, PSCo shall provide the City and Waste Management with written notice of its intention to enter the Property and/or the LLSS at least five (5) business days prior to entering. Written notice shall be directed to Agatha Linger via electronic mail (agatha.linger@denvergov.org), Joe Donlon via electronic mail (Joseph.Donlon@denvergov.org) and Dan Swingle of Waste Management via electronic mail (dswingle@wm.com). In addition to the requirements set forth in Exhibit B with regard to Access to the LLSS, PSCo shall submit to the City, prior to Access, any and all sampling plans for any portion of the Property for the City’s review and approval.

2. The Term of this Agreement shall begin upon the execution of this Agreement (“Effective Date”) and shall terminate one year after the Effective date. Any provision of

this Agreement shall survive termination if context so requires including without limitation the indemnities provided for in Section 5 and Section 6 hereof.

3. PSCo shall repair any damage done to the Property as a result of the Access and upon completion of the Access shall restore the Property to its condition as existed immediately prior to the entry by PSCo. PSCo shall not interfere with the City's activities on the Property, and the PSCo shall conduct their activities in a safe and prudent manner and in compliance with all applicable laws.

4. All tools, equipment, and other property taken upon or placed upon the Property by PSCo shall remain the property of PSCo and shall be stored in locations authorized by the City when not in use and must be removed at no expense to the City on or before the expiration of this Agreement, unless authorization to leave materials on-site is otherwise agreed upon between the City and PSCo. If PSCo fails to remove or properly store such tools or equipment within forty-eight (48) hours following receipt of notice from the City, the City may remove such tools or equipment from the Property and PSCo shall reimburse the City for the cost of removal and storage upon presentation of an invoice for such costs.

5. PSCo shall be responsible for ensuring compliance with the terms, conditions, and restrictions set forth in this Agreement by all of PSCo's employees, agents, contractors, or consultants entering the Property for the benefit of PSCo. PSCo shall defend, indemnify and hold the City harmless from and against any and all costs (including reasonable attorney fees, consultant and expert witness fees), damages, claims, actions, suits, judgments, fines, penalties or liabilities for personal injury, death, property damage, environmental contamination, or natural resource damages, and any failure to comply with (i) the terms, conditions, and restrictions set forth in this Agreement, or (ii) any applicable laws, codes, rules, or regulations arising or allegedly arising in any way as a result of the Access or presence on the Property of PSCo's employees, agents, contractors, or consultants.

6. Access to the Property performed pursuant to this Agreement will be at PSCo's risk. PSCo agrees to be responsible for any and all losses, injuries or damages that it may suffer in accessing the Property or that may arise from performance of the Access. PSCo hereby releases the City, its officers, directors, shareholders, employees, and agents, from all responsibility and any claims PSCo may have for any and all losses, injuries or damages suffered by PSCo in accessing the Property pursuant to this Agreement. Nothing in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act ("CGIA"), Section 24-10-101, C.R.S., et seq.

7. PSCo and its consultants and contractors shall obey all City and Waste Management written rules and regulations made known to it prior to its entry as well as reasonable oral instructions related to safety as such are made known to PSCo during its presence on the Property. PSCo and its consultants and contractors shall not bring hazardous material onto the Property (with or without permission of the City).

8. Upon daily entering and exiting the Property, PSCo and its employees, agents, consultants, and contractors shall sign in and out at the Waste Management office and shall

coordinate daily activities with Waste Management. Upon entering the LLSS, PSCo and its employees, agents, consultants, and contractors shall sign in and out at the LLSS Water Treatment Plant (WTP) with the LLSS managing contractor, Parsons Corporation (Parsons), and be required to be escorted by Parsons during any work conducted on the LLSS. Notwithstanding the foregoing, the City will have no duty to monitor any activities conducted by PSCo. Any monitoring by the City of activities conducted by PSCo on or near the Property is for the sole benefit of the City and shall not create any duty, obligation, or liability to the City or any other person.

9. PSCo may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. PSCo certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City and County of Denver, its elected and appointed officials, employees and volunteers shall be included as Additional Insured on the Commercial General Liability and Business Auto Liability policies. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of PSCo's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

PSCo shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet PSCo's liabilities. Any of PSCo's contractors or consultants performing the Access shall maintain, at their own expense, the following minimum insurance:

a. **Workers' Compensation and Employer's Liability Insurance:** PSCo shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

b. **Commercial General Liability:** PSCo shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

c. **Business Automobile Liability:** PSCo shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, PSCo's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** PSCo shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved and appropriate to their respective primary business risks considering the nature and scope of services provided.

10. PSCo shall be solely responsible for ensuring that all of its employees, agents, consultants, and contractors comply with the requirements of this Agreement.

11. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado.

12. This Agreement sets forth the entire agreement and understanding of the parties with respect to the Access contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.

13. This Agreement shall bind upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

14. This Agreement may be amended, modified, superseded, or canceled, and any of the terms or covenants hereof may be waived, only by written instrument executed by the parties hereto or, in the case of waiver, by the party waiving compliance.

15. The failure of the City at any time or times to require performance of any provision hereof shall in no manner affect its right later to enforce the same. No waiver by the City of the breach of any terms or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have caused this Agreement to be executed by their officers, duly authorized, as of the day and year first above written.

Exhibit List

Exhibit A – Property Depiction.

Exhibit B – LLSS Requirements and Restrictions

Exhibit C – Certificate of Insurance.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURE PAGES FOLLOW]**

Contract Control Number:
Contractor Name:

ESEQD-202579904-00
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:

Attorney for the City and County of Denver

By: _____

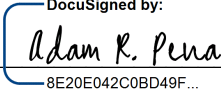
REGISTERED AND COUNTERSIGNED:

By: _____

By:

Contract Control Number:
Contractor Name:

ESEQD-202579904-00
PUBLIC SERVICE COMPANY OF COLORADO

By: 
8E20E042C0BD49F...

Name: Adam R. Pena
(please print)

Title: Manager, Right of Way and Permits Department
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

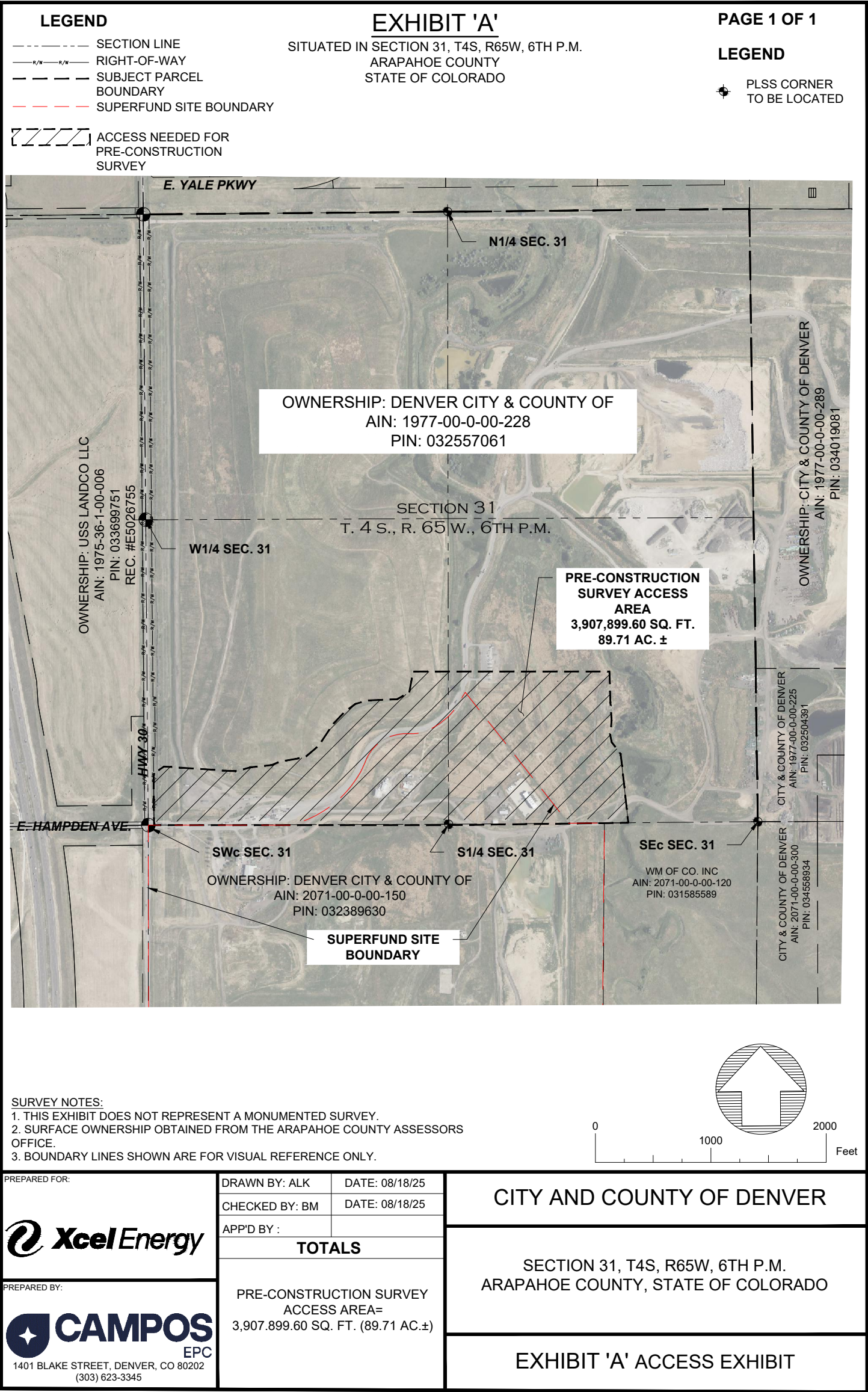


Exhibit B – Lowry Landfill Superfund Site Requirements and Restrictions

General Superfund Restrictions for Soil Disturbances:

- Any soil disturbing work within the boundaries of the Lowry Landfill Superfund Site (LLSS) will require prior review and approval by the United States Environmental Protection Agency (EPA) and the Colorado Department of Public Health and Environment (CDPHE) after prior review and approval by the Denver Department of Public Health & Environment (DDPHE) and the Lowry Environmental Protection/Cleanup Trust (Lowry Trust). This includes reviewing and approving related plans, project designs, etc.
- The approval and implementation of a site-specific Materials Management Plan (MMP) will also be required.
- Anyone conducting work within the boundaries of the site will be required to be Hazardous Waste Operations and Emergency Response (HAZWOPER) certified and would also need to attend an awareness training detailing site-specific hazards and considerations.

City and County of Denver Executive Order 97:

- No excavation or drilling on Section 6 and 31 without consent of the Denver Mayor or his/her designee.
- No direct or reuse use of surface water or alluvial groundwater or Dawson and Denver aquifers which could cause exposure of humans or animals to contaminants.
- No direct use of Arapahoe or Laramie-Fox Hills aquifers for domestic, residential, or municipal water uses.
- No land uses for agricultural, residential, commercial, or institutional.
- No structures/buildings on landfill areas in Section 6 and 31 except those necessary for remediation with consent of the Denver Mayor or his/her designee.
- Prohibited to dispose, discharge, deposit, inject, dump, spill, leak, or place waste material on the Lowry Landfill property without consent of the Denver Mayor or his/her designee.
- Health and Safety Plan prepared for all working on Section 6 and 31.

Amended Declaratory Statement of Environmental Covenants to Run with Land for Section 6 and a Portion of Section 31 of the Lowry Landfill:

- No new wells for use of groundwater except for monitoring or remediation purposes necessary for implementation of the LLSS remedy.
- No excavation conducted on the property except as necessary for landfill purposes or for monitoring or remediation necessary to implement the remedy.
- No structures constructed on the property except for landfill purposes or for monitoring or remediation to implement the remedy.
- Access to the property is limited to person authored to be on site for uses listed in previous bullet. Access on property shall be limited to areas approved by the Denver Mayor or his/her designee.

Aurora Ordinance Regarding Water Wells and Development in the Vicinity of Lowry Landfill:

- Prohibits Dawson aquifer groundwater wells within half mile of Section 6.
- No development or construction of buildings or structures within quarter mile on the east, south, or west side of Section 6 and notice to prospective purchasers of the same.
- Restrictions can be removed following a protective Five-Year Review, and affirmative determination by Aurora City Council.

Declaratory Statement of Environmental Covenants to Run with Land: (Applies to Section 6, 5, and southern portion of Section 32)

- No new wells for any use of groundwater from the Dawson or Denver aquifers shall be constructed except for monitoring or remediation purposes necessary for the implementation of the remedy.
- Uses restricted to landfilling, monitoring, or remediation activities, industrial, commercial (including office space), agricultural, transportation, utilities, open space, recreation, or other uses not inconsistent with the purposes served by the covenants.

Declaratory Statement of Environmental Covenants to Run with Land for a Portion of Section 31:

- No new wells for use of groundwater from the Dawson or Denver aquifers constructed except for monitoring or remediation purposes necessary for closure of the Section 31 landfill, or implementation of the remedy for Lowry Landfill.
- Uses of the property restricted to landfilling, monitoring, or remediation activities, industrial, commercial (including office space), utilities, agricultural, open space, recreation, or other uses which are not inconsistent with the purposes served by the covenants.
- Prohibited use for day care centers, schools, nursing homes, hospitals, or residential purposes; domicile uses.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Brown & Brown Insurance Services, Inc. 901 Marquette Avenue Suite 1800 Minneapolis, MN 55402 USA | | CONTACT NAME: Dawn Heinemann or Tom Newhouse PHONE (A/C No. Ext): 612-333-3323 FAX (A/C No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com | |
| INSURED Xcel Energy Inc. Northern State Power Company; Public Service Company of CO and Southwestern Public Service Co. 414 Nicollet Mall, 401-4 Minneapolis, MN 55401 USA | | INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO NAIC # 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 752326459

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to 2MM SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | MWZY5934724 | 11/01/24 | 11/01/25 | EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | MWTB2140624 | 11/01/24 | 11/01/25 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | MWC11718824 | 11/01/24 | 11/01/25 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract Name: Property Access Agreement, Contract Number: ESEQD-202579904

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insured as respects the general and automobile liability policies where required by written contract, subject to the policy's terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City and County of Denver Dept. of Public Health & Environment Norma Alarcon Environmental Quality Division 201 W. Colfax Avenue, 8th Floor Denver, CO 80202 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
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ACORD 25 (2016/03)

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 CPatraw
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