

EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **MURRAY FOUNTAIN, LLC**, a Colorado limited liability company (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, Colorado 80925 (the “**District**”), its successors and assigns, a 3.472 acres perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more water storage tanks, along with related surface and subsurface improvements and appurtenances thereto (the “**Improvements**”) in, to, through, over, under and on a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”).

It is hereby mutually covenanted and agreed by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or

any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Notwithstanding Paragraph 2 above, it is expressly understood by the Parties that Grantor or his successors intends to develop the area surrounding the Easement and that at that time, the Grantor or his successors intends to plat and or develop any lands adjacent to any point on this easement boundary. Grantor agrees to plat this entire easement as a Utility Tract within that development or plat and deed said tract to the District in Fee Simple. The District agrees to cooperate with the Grantor's efforts in platting the easement as a tract, but it is understood that the Grantor will be solely responsible for any costs associated with said platting effort.

4. It is understood that the Grantee intends to construct, own, and operate a Water Storage Tank on the site and that future additional improvements may include a pump station, and or additional tanks as well as adjunct facilities. It is also understood that some limited drainage flows will be generated by the site and that interim offsite improvements will mitigate such flows prior to future adjacent development. The Grantor agrees that if and when development is proposed, Grantor's permanent drainage facilities contemplated will include considerations for any drainage flows from the Utility Tract. An additional consideration will be that a tank overflow/drain line will be directed to the south-east of the site and that future adjacent development infrastructure will also accommodate such in permanent drainage improvements.

5. Grantee, at Grantee's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any street surfacing, curbs, gutters and landscaping permitted within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

6. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises. In addition, by execution of this Easement Agreement, Grantor specifically grants, bargains, sells and conveys to District, its successors and assigns, a temporary construction easement (the "**Temporary Construction Easement**") in, to, through, over, under and across the Premises, located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference, for the District's construction and installation of the

Improvements within the permanent Easement, including, but not limited to, stockpiling soil and storing construction equipment, vehicles, and materials on and within the Temporary Construction Easement. The Temporary Construction Easement granted herein shall be of no further force and effect and shall automatically terminate without any further act, documentation, or conveyance, two-years after substantial completion of the construction and installation of the Improvements.

7. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

8. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's functions. District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights, upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

9. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

10. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.

11. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

12. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

13. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

14. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land.

15. All notices or other communications provided for under this Agreement will be in writing and provided to the following addresses:

If to GRANTOR:

Murray Fountain, LLC
212 N. Wahsatch Ave., Suite 301
Colorado Springs, CO 80903

If to GRANTEE

Widefield Water and Sanitation District
Attn: District Manager
8495 Fontaine Blvd.
Colorado Springs, Colorado 80925

[SIGNATURE PAGES FOLLOW]

DATED this ____ day of _____, 20__.

GRANTOR:
MURRAY FOUNTAIN, LLC, a Colorado
limited liability company.

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to me before this ____ day of _____, 20__ by
[_____, as [_____, of **MURRAY FOUNTAIN, LLC**.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: _____
Lucas Hale, General Manager

Date: _____

EXHIBIT A

Legal Description of Easement and Temporary Construction Easement
Attached

EXHIBIT A
TANK EASEMENT

June 8, 2020

A portion of the Northwest Quarter of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 1; thence S00°23'53"E, (Bearings are relative to the West line of the Southwest Quarter of said Section 1, being monumented at Southwest Corner by a No. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing and distance of N00°23'37"W, 2632.05 feet), along the west line of said Northwest Quarter, a distance of 1499.31 feet; thence N89°36'23"E, leaving said west line, a distance of 1029.49 feet, to the **POINT OF BEGINNING**; thence along the following six (6) courses:

1. N31°58'03"E, a distance of 332.51 feet;
2. S88°47'47"E, a distance of 283.81 feet;
3. S00°13'02"E, a distance of 254.45 feet;
4. S56°50'23"W, a distance of 317.09 feet;
5. S89°25'23"W, a distance of 195.03 feet;
6. N00°06'20"W, a distance of 153.74 feet, to the **POINT OF BEGINNING**.

Containing 151,246 Sq. Ft. or 3.472 acres, more or less.

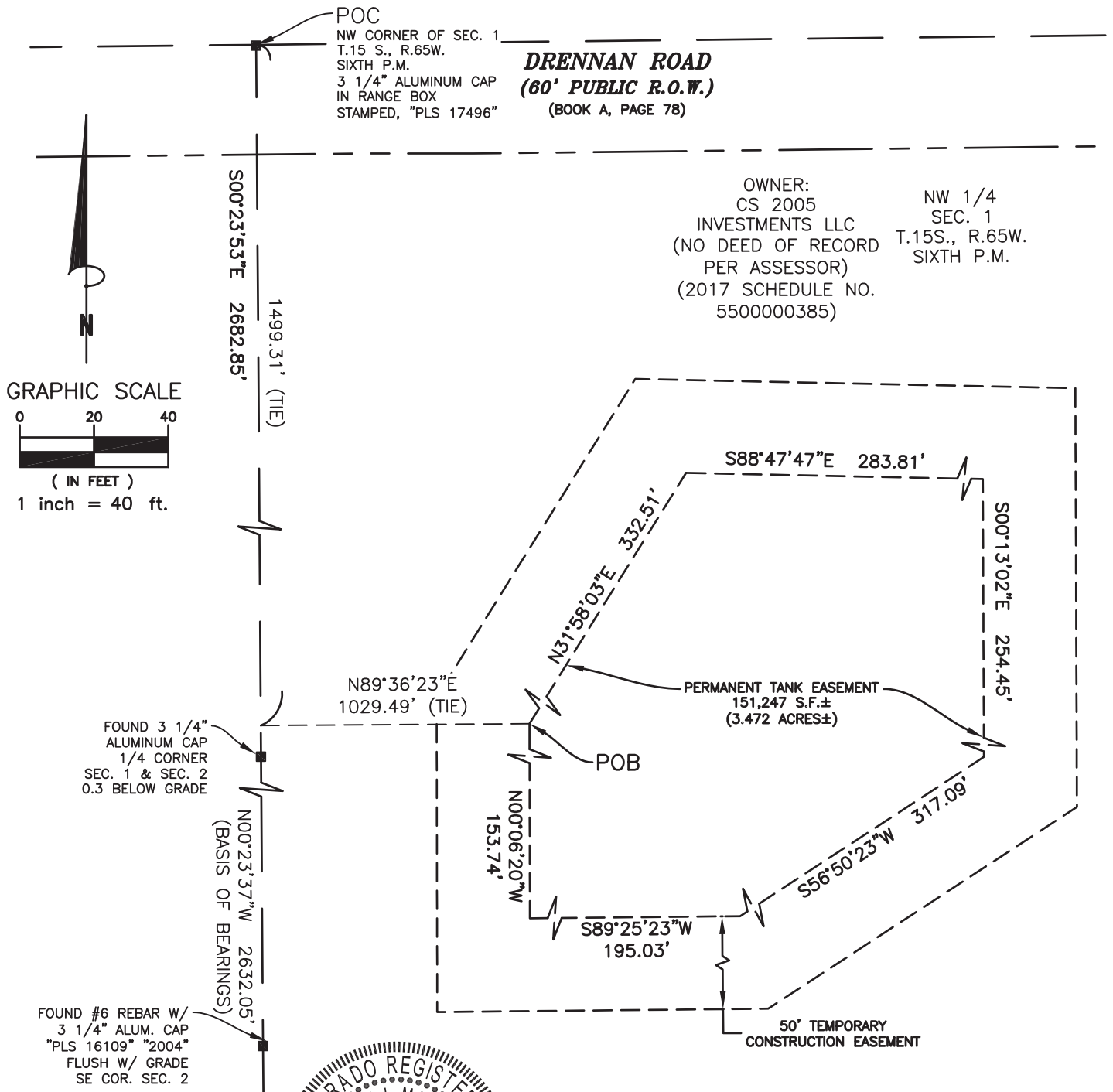
Together with :

A 50 foot temporary construction easement being offset 50 feet outward from the above described easement.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A TANK EASEMENT



NOTE:

This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:
190988

Drawn: SCG
Check: SLM

Date: 6/8/2020
Sheet 2 of 2

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarksls.com

EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **MURRAY FOUNTAIN, LLC**, a Colorado limited liability company (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, Colorado 80925 (the “**District**”), its successors and assigns, a 1.093 acres perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove an access road from Drennan Road to a Water Tank site; and interim drainage improvements, along with related surface and subsurface improvements and appurtenances thereto (the “**Improvements**”) in, to, through, over, under and on a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”).

It is hereby mutually covenanted and agreed by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. Subject to Paragraph 3 below, The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether

temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Notwithstanding Paragraph 2 above, it is expressly understood by the Parties that Grantor or his successors intends to develop the area surrounding and including the Easement. If and when such development provides alternate public right of way access, established by a recorded plat of land that connects with Drennan Road to the tank site entrance, and drainage facilities to handle all drainage from the tank site, that this easement may be vacated by the Grantee in favor of said public improvements. If and or when the District abandons this access easement in favor of public right of way, the District shall not assume any liability for the maintenance of said right of way.

4. Grantee, at Grantee's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any access road surfacing within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the

Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's functions. District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights, upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

7. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

8. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.

9. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

12. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land.

13. All notices or other communications provided for under this Agreement will be in writing and provided to the following addresses:

If to GRANTOR: Murray Fountain, LLC
212 N. Wahsatch Ave., Suite 301
Colorado Springs, CO 80903

If to GRANTEE Widefield Water and Sanitation District
Attn: District Manager
8495 Fontaine Blvd.
Colorado Springs, Colorado 80925

[SIGNATURE PAGES FOLLOW]

DATED this ____ day of _____, 20__.

GRANTOR:
MURRAY FOUNTAIN, LLC, a Colorado
limited liability company.

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to me before this ____ day of _____, 20__ by
[_____, as [_____, of **MURRAY FOUNTAIN, LLC**.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: _____
Lucas Hale, General Manager

Date: _____

EXHIBIT A

Legal Description of Easement and Temporary Construction Easement
Attached

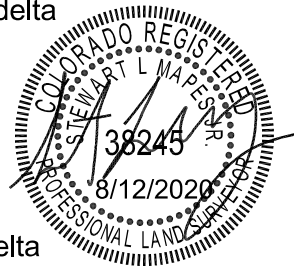
EXHIBIT A
ACCESS EASEMENT

August 12, 2020

A portion of the Northwest Quarter of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 1; thence N89°21'47"E, (Bearings are relative to the West line of the Southwest Quarter of said Section 1, being monumented at the Southwest Corner of said Section 1 by a no. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing of N00°23'37"W, a distance of 2,632.05 feet), along the north line of said Northwest Quarter, a distance of 1,358.99 feet; thence leaving said north line, S00°38'13"E, a distance of 30.00 feet, to a point on the South Right-of-Way line of Drennan Road, as reserved in Book A, Page 78, and the **POINT OF BEGINNING**; thence along said South Right-of-Way line, N89°21'47"E, a distance of 30.00 feet; thence leaving said South Right-of-Way line, the following Twenty One (21) courses:

1. S00°38'13"E, a distance of 15.84 feet;
2. a curve to the left, with an arc length of 29.00 feet, a radius of 35.00 feet, a delta angle of 47°28'34";
3. S48°06'47"E, a distance of 63.57 feet;
4. a curve to the right, with an arc length of 383.09 feet, a radius of 523.35 feet, a delta angle of 41°56'26";
5. S08°08'04"W, a distance of 448.35 feet;
6. N90°00'00"E, a distance of 56.11 feet;
7. S00°00'00"E, a distance of 100.55 feet;
8. N90°00'00"W, a distance of 52.99 feet;
9. S12°55'10"E, a distance of 190.10 feet;
10. a curve to the right, with an arc length of 121.27 feet, a radius of 92.00 feet, a delta angle of 75°31'24";
11. S62°36'14"W, a distance of 61.41 feet;
12. N00°13'02"W, a distance of 33.72 feet;
13. N62°36'14"E, a distance of 46.01 feet;
14. a curve to the left, with an arc length of 81.72 feet, a radius of 62.00 feet, a delta angle of 75°31'24";
15. N12°55'10"W, a distance of 227.76 feet;
16. N00°04'18"W, a distance of 40.55 feet;
17. N08°08'04"E, a distance of 479.12 feet;
18. a non-tangent curve to the left, with an arc length of 357.42 feet, a radius of 493.35 feet, a delta angle of 41°30'34", a radial of S83°23'47"W;
19. N48°06'47"W, a distance of 63.57 feet;
20. a curve to the right, with an arc length of 53.86 feet, a radius of 65.00 feet, a delta angle of 47°28'34";
21. N00°38'13"W, a distance of 15.84 feet, to a point on said South Right-of-Way line, and the **POINT OF BEGINNING**.



Containing 47,603 Sq. Ft. or 1.093 acres, more or less.

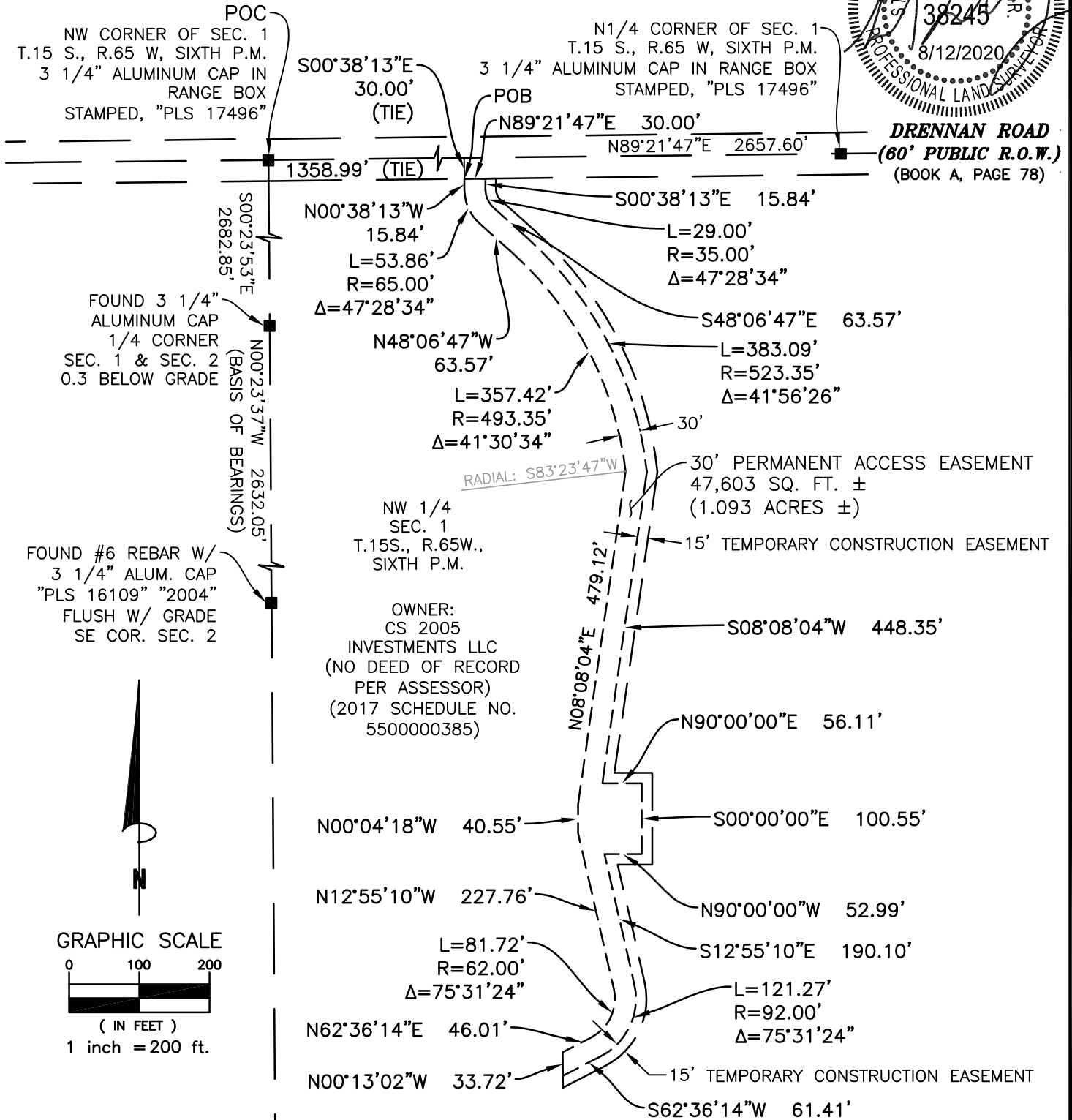
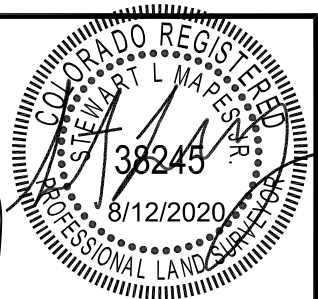
Together with:

A 15 foot temporary construction easement being offset 15 feet easterly from the above described easement.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A ACCESS EASEMENT



NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Project No: 190988	Drawn: CME Check: SLM	Date: 8/12/2020 Sheet 3 of 3
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Clark
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **MURRAY FOUNTAIN, LLC**, a Colorado limited liability company, whose address is 212 N Wahsatch Ave., Ste 301, Colorado Springs, CO 80903 (the “**Grantor**”), hereby grants, bargains, sells and conveys to **WIDEFIELD WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8495 Fontaine Blvd., Colorado Springs, Colorado 80925 (the “**District**”), its successors and assigns, a thirty foot (30’) wide perpetual nonexclusive easement (the “**Easement**”) to install, construct, reconstruct, operate, use, maintain, repair, replace and/or remove one or more water and/or sanitary sewer lines and related surface and subsurface improvements and appurtenances thereto (the “**Improvements**”) in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”).

It is hereby mutually covenanted and agreed by and between the Parties as follows:

1. The District, its employees, agents and contractors, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the installation, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises;

however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by and at the sole expense of the District without liability therefor. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Premises, including any street surfacing, curbs, gutters and landscaping permitted within said Premises. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities that disturb the surface of the Premises, the District, shall restore the Premises as nearly as reasonably practical, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to such disturbance, except as necessarily modified to accommodate the Improvements. In the event District performs any activity including any maintenance or repair of the Improvements resulting in the disturbance of the surface of the Premises, District agrees, for a period of one year, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such activities by District. After that one year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil on the Premises.

4. The District shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises. In addition, by execution of this Easement Agreement, Grantor specifically grants, bargains, sells and conveys to District, its successors and assigns, a temporary construction easement (the "**Temporary Construction Easement**") in, to, through, over, under and across the Premises, located in El Paso County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference, for the District's construction and installation of the Improvements within the permanent Easement, including, but not limited to, stockpiling soil and storing construction equipment, vehicles, and materials on and within the Temporary Construction Easement. The Temporary Construction Easement granted herein shall be of no further force and effect and shall automatically terminate without any further act, documentation, or conveyance, two-years after substantial completion of the construction and installation of the Improvements.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. District shall have and may properly exercise its rights in the Premises in order to ensure to District a dominant easement for the exercise of District's functions. District agrees to permit and authorize such other uses of the Premises, as will not impair District's dominant rights,

upon such reasonable terms, limitations and conditions as District shall find reasonably necessary to protect its dominant right to use the Premises.

7. It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement, in whole or in part, or to grant licenses therein.

8. If District abandons use and operation of the Improvements, such abandonment shall not constitute abandonment of its rights under this Easement Agreement.

9. The Grantor warrants that Grantor has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the Premises or Grantors right to make the grant contained herein.

10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with, the use of the Premises and any benefits of this Easement conferred upon the District, its successors and assigns as described herein, such determination to be made by the District in its reasonable discretion.

12. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land.

[SIGNATURE PAGES FOLLOW]

DATED this ____ day of _____, 20__.

GRANTOR:

MURRAY FOUNTAIN, LLC, a Colorado
limited liability company.

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to me before this ____ day of _____, 20__ by
[_____] , as [_____] , of **MURRAY FOUNTAIN, LLC**.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

ACCEPTANCE BY DISTRICT:

Upon execution below by an authorized representative of the District, the District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

By: _____
Lucas Hale, General Manager

Date: _____

EXHIBIT A

Legal Description of Easement and Temporary Construction Easement
Attached

EXHIBIT A
UTILITY EASEMENT

August 21, 2020

A portion of the West Half of Section 1, Township 15 South, Range 65 West of the Sixth P.M., being located in the City of Colorado Springs, El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 1; thence S00°23'53"E, (Bearings are relative to the west line of the Southwest Quarter of said Section 1, being monumented at Southwest Corner by a No. 6 rebar with a 3 1/4" aluminum cap stamped, "PLS 19109" "2004" flush with grade, and at the West Quarter Corner of said Section 1, by a 3 1/4" aluminum cap, illegible, 0.3' below grade, having a measured bearing and distance of N00°23'37"W, 2632.05 feet), along the west line of said Northwest Quarter, a distance of 1499.31 feet; thence N89°36'23"E, leaving said west line, a distance of 1029.49 feet; thence S00°06'20"E, a distance of 27.17 feet, to the **POINT OF BEGINNING**; thence along the following seven (7) courses:



1. S00°06'20"E, a distance of 30.00 feet;
2. S89°59'41"W, a distance of 921.33 feet;
3. S00°24'40"E, a distance of 1173.11 feet;
4. S46°03'38"E, a distance of 464.98 feet;
5. S46°18'06"E, a distance of 822.60 feet;
6. S46°03'32"E, a distance of 184.51 feet;
7. S45°00'00"W, a distance of 30.01 feet, to a point on the northeast line of the land described in that Order and Decree recorded January 4, 2007 under Reception No. 207001688 in the Official Records of El Paso County, Colorado;

thence leaving said northeast line, S45°00'00"W, a distance of 355.06 feet, to a point on the southwest line of said Order and Decree; thence leaving said southwest line, S45°00'00"W, a distance of 13.28 feet; thence S89°38'11"W, a distance of 789.85 feet, to a point on the east line of that Water Easement recorded under Reception No. 218046272 in the Official Records of El Paso County; thence along said east line, N00°23'54"W, a distance of 30.00 feet, to a point on the south line of the land described in that Warranty Deed recorded January 21, 2014 under Reception No. 214004738 in the Official Records of El Paso County, Colorado; thence N89°38'11"E, along said south line, a distance of 777.55 feet; thence leaving said south line, N45°00'00"E, a distance of 0.41 feet, to a point on the southwest line of said Order and Decree; thence leaving said southwest line, N45°00'00"E, a distance of 355.06 feet, to a point on the northeast line of said Order and Decree; thence along said northeast line, N46°03'32"W, a distance of 153.88 feet; thence leaving said northeast line, N46°18'06"W, a distance of 822.60 feet, to a point on the northeast line of said land described in Warranty Deed recorded under Reception No. 214004738; thence along said northeast line, N46°03'38"W, a distance of 477.67 feet; thence leaving said northeast line, N00°24'40"W, a distance of 67.79 feet, to a point on the east line of that Permanent Easement for Southern Delivery System recorded January 2, 2014, under Reception No. 214000554, thence continuing along said east line, N00°24'40"W, for a distance of 1148.16 feet; thence leaving said east line, N89°59'41"E, a distance of 951.49 feet, to the **POINT OF BEGINNING**.

Containing 142,640 Sq. Ft. or 3.275 acres, more or less.

TOGETHER WITH:

A 35 foot temporary construction easement being offset 35 feet easterly from the above described easement.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

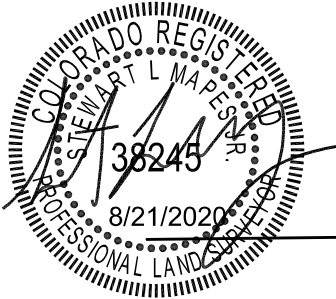
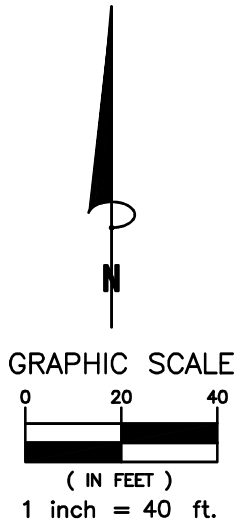


EXHIBIT A UTILITY EASEMENT

POC
NW CORNER OF SEC. 1
T.15 S., R.65W.
SIXTH P.M.
3 1/4" ALUMINUM CAP
IN RANGE BOX
STAMPED, "PLS 17496"

DRENNAN ROAD
(60' PUBLIC R.O.W.)
(BOOK A, PAGE 78)

LINE	BEARING	DISTANCE
L1	S00°06'20"E	27.17'
L2	S00°06'20"E	30.00'
L3	S45°00'00"W	30.01'
L4	S45°00'00"W	13.28'
L5	N00°23'54"W	30.00'



OWNER:
CS 2005
INVESTMENTS LLC

FOUND 3 1/4"
ALUMINUM CAP
1/4 CORNER
SEC. 1 & SEC. 2
0.3 BELOW GRADE

FOUND #6 REBAR W/
3 1/4" ALUM. CAP
"PLS 16109" "2004"
FLUSH W/ GRADE
SE COR. SEC. 2

N89°36'23"E
1029.49' (TIE)

60' PERMANENT EASEMENT
FOR SOUTHERN DELIVERY SYSTEM
REC. NO. 214000554

N89°59'41"E 951.49'

35' TEMPORARY
CONSTRUCTION
EASEMENT

S89°59'41"W 921.33'

OWNER:
CS 2005
INVESTMENTS LLC
(NO DEED OF RECORD
PER ASSESSOR)
(2017 SCHEDULE NO.
5500000385)

W 1/2
SEC. 1
T.15S., R.65W.,
SIXTH P.M.

30' UTILITY EASEMENT
142,640 S. F.±
(3.275 ACRES±)

SHEET 4

NOTE:

This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Project No:
190988

Drawn: SCG
Check: SLM

Date: 8/21/2020
Sheet 3 of 4

-Clark-
Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

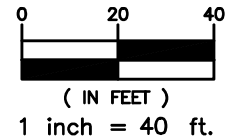
EXHIBIT A UTILITY EASEMENT

SHEET 3

LINE	BEARING	DISTANCE
L1	S00°06'20"E	27.17'
L2	S00°06'20"E	30.00'
L3	S45°00'00"W	30.01'
L4	S45°00'00"W	13.28'
L5	N00°23'54"W	30.00'

W 1/2
SEC. 1
T.15S., R.65W.,
SIXTH P.M.

GRAPHIC SCALE



OWNER:
UNITED STATES OF
AMERICA
(REC. 214004738)

30' UTILITY EASEMENT
142,640 S. F.±
(3.275 ACRES±)

35' TEMPORARY
CONSTRUCTION EASEMENT

OWNER:
CS 2005
INVESTMENTS LLC
(NO DEED OF RECORD
PER ASSESSOR)
(2017 SCHEDULE NO.
5500000385)

OWNER:
CS 2005
INVESTMENTS LLC
C/O ROBERT M
EVANS
(REC. 207001688)

30' WATER EASEMENT
REC. NO. 218046272

NOTE:

This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.



Project No:
190988

Drawn: SCG
Check: SLM

Date: 8/21/2020
Sheet 4 of 4

-Clark-
Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

LICENSE
TSL- 9913-200616

THIS LICENSE is dated August 13, 2020 between TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation with offices at 1100 West 116th Avenue, Westminster, Colorado, 80234 ("Licensor" or "Tri-State") and WIDEFIELD WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado with offices at 8495 Fontaine Blvd. Colorado Springs, Colorado 80925 ("Licensee").

WHEREAS, Licensor owns an electric transmission line easement in Section 1, Township 15 South, Range 65 West, El Paso County, State of Colorado (the "Easement"); and

WHEREAS, Licensee has requested permission to construct, operate, maintain and repair a potable water line with a 16-inch nominal diameter, buried 5 feet deep (the "Facilities"), which will cross 383 feet East of structure 72 and 436 feet West of structure 73 of Licensor Geesen – Lorsen Ranch 115kV transmission line.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor grants to Licensee a license (the "License") to locate Licensee's Facilities as described on the attached Exhibit A, subject to the following terms and conditions:

1. Licensee, its employees, contractors and agents may use the License for the purpose of crossing the Easement area with the Facilities and for no other purpose. Licensee may not assign or sublet the License or its rights under it to any third party.
2. The Facilities must be constructed as shown on the attached Exhibit A. No future change of the Facilities or related drawings will be made by Licensee without Licensor's prior written approval. Licensee shall mail any "As-Built Exhibit A" Facilities drawing to Licensor's Transmission Land Rights and Permitting Department, P.O. Box 33695, Denver, Colorado 80233.
3. Licensee understands and agrees that the License merely allows permission for Licensee to cross the Easement area with the Facilities; however, Licensee should obtain appropriate land rights from the fee owners of the subject property that give Licensee the right to install and maintain the Facilities on the landowner's land. In addition, Licensee agrees not to violate the terms of the Easement except to the extent expressly permitted under the provisions of this license.
4. The following special conditions apply to the License:
 - 4.1. Licensee shall notify Tri-State's System Operations Outage Coordinator ("Coordinator") no less than thirty (30) calendar days (the "Notification Time Frame") before performing any excavation or using any oversized equipment in the Easement area. The Coordinator can be contacted Monday – Friday, 7 AM – 4 PM at 303-254-

3645 or TSGTOutage@tristatgt.org. If notification is sent to the Coordinator before 10 AM, then day one of the Notification Time Frame shall begin the same day; or if notification is sent to the Coordinator after 10 AM, then day one of the Notification Time Frame shall begin the following day. (This Notification Time Frame is necessary to allow Tri-State's Transmission System Operations Department time to review, evaluate and submit the system information to its balancing authorities and reliability coordinator and to allow time to have an observer/certified switchman at the worksite.)

- 4.2. Licensee shall restrict construction equipment height under Licensor's transmission line to fourteen (14) feet.
- 4.3. Licensee shall ensure that all workers in proximity of energized lines are qualified. "Qualified" is defined in O.S.H.A. 29 CFR 1910.269, latest edition.
- 4.4. The Facilities must be located a distance of at least twenty-five (25) feet from Licensor's transmission structure foundations (footers and guy anchors).
- 4.5. If directed by Licensor (or designate representative of Licensor), Licensee shall provide shoring or other supportive devices to protect the foundation of the Licensor's structures (footers or guy anchors or both) at Licensee's expense.
- 4.6. Licensee shall keep the clearance between Licensee's conductor wires and Licensor's conductor wires to meet RUS standards per RUS Bulletin 1724E-200 and any related criteria stated therein as referenced on the internet at https://www.rd.usda.gov/files/UEP_Bulletin_1724E-200.pdf (as updated).
5. The License is issued subject to any prior licenses, leases, easements or other land rights granted by Licensor to third parties and except as provided in Section 13 below due to a breach, Licensor may terminate this License at any time on written notice to Licensee.
6. Licensor may grant third parties rights to install pipes, conduits, ducts or other facilities in, on, under or along the Easement area.
7. After construction of the Facilities and thereafter, in the event of resettling, Licensee shall restore the surface of the Easement area by grading and compacting any irregularities and reclaim all disturbed areas. If Licensor determines, in its sole discretion, that Licensee's Facilities are obstructing Licensor's facilities in the Easement Area, or that Licensee's Facilities are hindering Licensor's ability to operate and utilize its own facilities and equipment, Licensee shall, at its expense, relocate or remove the Facilities at Licensor's request.
8. Unless extended by the parties, Licensee has 365 days from the date of this License to initiate and complete construction of the Facilities. Licensee's failure to do so, or Licensee's failure to obtain an extension of time for construction from Licensor, shall result in automatic revocation of this License. In such event, Licensee shall remove the Facilities pursuant to paragraph 13 below.


9. Licensee shall in no way damage Licensors facilities, and if such damage occurs, Licensee shall take immediate steps to correct the condition and compensate Licensors for any damage. Should Licensee fail to so correct and compensate, Licensors may declare this License terminated upon 30 days written notice to Licensee.
10. Only to the extent authorized by law, Licensee shall indemnify and hold harmless Licensors against all claims and liability for damages, losses or expenses, including reasonable attorneys' fees, for injury or death to any person or damage to property, if the same is in any way connected with or results from Licensees activities under this License, unless created and caused by Licensors sole negligence. Should Licensee install underground facilities, Licensee shall also hold harmless Licensors and release Licensors from any and all effects upon or damage to Licensees pipeline and other facilities relating to their placement within Tri-State's Easement Area or otherwise in close proximity to Licensors electric transmission line. Licensee is solely responsible, at its sole cost and expense, for designing its facilities to be compatible with Licensors high-voltage transmission line facilities and with the use of heavy vehicles and equipment within the Easement Area.
11. Licensee warrants that as of the date of this License, there are no liens or claims against any property that Licensee intends to install pursuant to this License, and Licensee shall promptly resolve and remove any such encumbrance that may arise after the date of this License that is caused by Licensees activities under this License.
12. Licensee will reimburse Licensors for all costs, including reasonable attorneys' fees, should Licensors be obligated to enforce its rights under this License.
13. If Licensee abandons the Facilities in the Easement area, or if Licensee breaches the terms of this License, the permission and right herein granted shall terminate, except in the case of breach Licensors will first notify Licensee and give Licensee 30 days to cure the breach. If Licensee does not cure the breach, Licensors may thereafter terminate this License. Upon termination, Licensors will provide written notice requiring Licensee to promptly remove the Facilities. If Licensee fails to promptly remove the Facilities, Licensors may remove the Facilities at Licensees expense. Licensors may offset such costs against any amounts owed by it to Licensee.
14. Licensee is aware that electric conductors on and above the Easement area are not insulated and conduct and transmit electric current. Licensee shall inform its employees, agents, contractors and other persons who enter upon Easement area of the dangers involved.
15. Any notices required by this License shall be hand delivered or sent via US Mail or overnight service with signature required upon receipt and will be deemed received upon hand delivery or delivery signature. Notices sent to Licensors via US Mail, Federal Express, UPS or hand delivery shall be sent to 1100 West 116th Avenue, Westminster, CO 80234. Notices to Licensee must be delivered to 8495 Fontaine Blvd, Colorado Springs, Colorado 80925.

License may be modified only by a writing signed by both parties. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this License constitute a waiver of any subsequent breach or a waiver of the provision itself. If any provision of this License is held invalid and unenforceable by a court of competent jurisdiction, the remainder of this License will remain in full force and effect. The rights and remedies provided in this License are cumulative, and no one of them shall be exclusive of any other right or remedy allowed by law or equity.

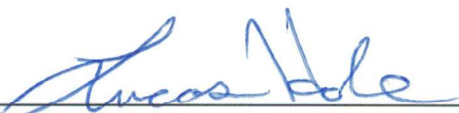
17. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same License. The counterparts of this License may be executed and delivered by email or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means as if the original had been received.
18. Licensee is a governmental entity and is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Licensee or its officers or employees. Licensee's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Licensee's Board of Directors.

IN WITNESS WHEREOF, this License has been executed as of the day and year first above written.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. (Licensor)

By: 
Joel K Bladow (Aug 13, 2020 16:07 MDT)
Name: Joel K. Bladow
Title: Senior Vice President Transmission

WIDEFIELD WATER AND SANITATION DISTRICT (Licensee)

By: 
Name: Lucas Hale
Title: District Manager

Licensee: Widefield Water and Sanitation District
Investigation #: 2020-328
Line No. 5129, 7015, 7017, 7051

File With Document #: 70156
Agent: Braileigh Jay
Engineer: William Braasch
Section 1 Twp 15S Rge 65W

LICENSE AGREEMENT

This LICENSE AGREEMENT is made this ____ day of _____, 2020 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and WIDEFIELD WATER AND SANITATION DISTRICT hereinafter called the "Licensee."

RECITALS

- A. PSCo is the owner of an easement or right-of-way for utility facilities (the "Property"), and desires to protect the facilities located thereon and preserve the future use of said easement or right-of-way, which is described as a parcel of land in the SW1/4 of Section 1, Township 15S, Range 65W more particularly described in an Easement dated June 18, 1964 in Book 2023 at Page 395 in the offices of the El Paso County, Colorado.
- B. Licensee desires to make certain improvements or installations in, on, under or along the Property as more particularly shown on Exhibit A attached hereto and made a part hereof ("Licensed Facility"), and desires to obtain PSCo's permission therefor.
- C. PSCo is willing to consent to the Licensed Facility subject to the terms and conditions stated in this License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PSCo hereby grants to Licensee, with respect to such title and interest as PSCo may have in the Property, and upon the terms and conditions hereinafter stated, the non-exclusive permission and right to construct, maintain, operate, repair, inspect, and remove the Licensed Facility in, on, under, or along the Property. The Licensed Facility shall be located and constructed as shown on Exhibit A and in accordance with the Plans and Specifications defined below. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibit A without the prior written consent of PSCo. Licensee shall prepare and submit to PSCo as-built exhibit(s) depicting the Licensed Facility, and calling out all deviations from Exhibit A no later than thirty (30) days after completion of construction. The rights granted by PSCo under this License Agreement are limited to the use by Licensee of the portion of the Property referenced on Exhibit A in connection with the Licensed Facility and for no other purpose. The "Term" of this license shall commence on the

effective date as set forth on the Licensee's signature page and shall remain in effect until terminated as provided herein.

2. This License Agreement does not convey an interest in real property. The parties do not by this License Agreement intend to create a lease, easement or other real property interest. Nothing contained in this License Agreement shall be deemed or construed to create a partnership or joint venture of or between PSCo and Licensee, or to create any other relationship between the parties other than that of licensor and licensee.

3. PSCo intends to use the Property for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution, and the rights herein granted to Licensee are subject to the rights of PSCo to use the Property for such purposes, which rights PSCo hereby expressly reserves.

4. PSCo is the owner of a limited interest in the Property. Licensee shall bear the sole obligation of obtaining from the fee owner of the Property or others owning any interest in the Property, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Property. Licensee agrees that any authorization granted herein is conditioned upon Licensee obtaining such additional authorization.

5. Licensee shall not interfere with PSCo's activities or facilities on the Property, and Licensee shall construct, maintain and operate the Licensed Facility and conduct its activities in a safe and prudent manner considering overhead transmission lines located above and any other PSCo facilities located on or below the surface of the Property

6. If PSCo determines, in its sole and absolute discretion, that the Licensed Facility may interfere with the operation and maintenance of PSCo's facilities, as now or hereafter constructed, PSCo may terminate the license granted by this License Agreement, in whole or in part, by giving 90 days' notice to Licensee. Following such notice, at its sole expense, Licensee will remove the Licensed Facility from the Property or any part thereof identified by PSCo within such 90 day period. In the event that Licensee's use of the Property should, in the reasonable judgment of PSCo, constitute a hazard to PSCo's facilities or the general public, PSCo may require immediate removal, relocation, or modification of Licensee's facilities to eliminate such interference or hazard, and may suspend Licensee's right to use the Property under this License Agreement until such removal, relocation, or modification is completed. PSCo may, but is not obligated to, permit the relocation of the Licensed Facility to a different location on the Property in its sole and absolute discretion.

7. The license granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. PSCo reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the Property provided that same shall not interfere unreasonably with the Licensed Facility. The license herein granted may also be subject and subordinate to the lien of PSCo's Indenture.

8. Licensee shall not do or permit to be done any blasting above, under, or on the Property without first having received prior written permission from PSCo, which may be withheld in PSCo's sole and absolute discretion. Any blasting shall be done in the presence of a representative of PSCo and in accordance with directions such representative may give for the protection or safety of persons and facilities located on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any blasting activities conducted by Licensee. Any monitoring by PSCo of blasting conducted by Licensee is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

9. Licensee agrees that it shall not begin construction on the Property until Licensee first provides PSCo with detailed plans and specifications for the Licensed Facility ("Plans and Specifications"), and until such Plans and Specifications have been approved by PSCo. After PSCo's approval, no material changes, modifications or alterations may be made to the Plans and Specifications without PSCo's prior written consent. In addition, Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if PSCo has constructed electric transmission facilities on the Property, Licensee shall contact PSCo's Electric Transmission Lines department at 303-273-4662 or 303-273-4665 at least five working days prior to the commencement of construction on the Property, and unless waived by said department, no construction shall be performed unless a representative of PSCo is present at the time and place of construction. PSCo's Clearance Requirements are attached for reference (Exhibit B).

10. Licensee shall obey all PSCo 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 Licensee during its presence on the Property. Any damage to facilities on the Property as a result of the above construction shall, at PSCo's option, be paid for or repaired at the expense of Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any activities conducted by Licensee. Any monitoring by PSCo of construction or other activities conducted by Licensee on or near the Property is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

11. Licensee agrees and understands that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License Agreement, of the existence and nature of such natural gas facilities and the danger and risk involved.

12. Licensee has been fully advised by PSCo that the natural gas facilities of PSCo, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds.

PSCo shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operating of PSCo's cathodic protection system.

13. Licensee agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property pursuant to the provisions of this License Agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

14. **Release and Indemnification.**

(a) As used in this License Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against PSCo by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

(b) As used in this License Agreement, the term "Injury" means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by PSCo for which PSCo would reasonably expect to have obligations under Environmental Law as defined below; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

(c) Licensee shall protect, defend, indemnify, release, save and hold harmless PSCo, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) this License Agreement; (2) any act or omission of Licensee, or any of Licensee's employees, agents, contractors, consultants or any of their invitees; or (3) the presence of Licensee, or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property.

(d) Licensee's duty to protect, indemnify, hold harmless, release, and defend hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Licensee or its contractors, subcontractors, or their employees, and federal, state, or local government;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos-containing materials.

(iii) Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below, regardless of origin, in, on, over, or around the Licensed Facility, or the off-site transportation and/or disposal of any Hazardous Materials. This indemnification and release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property by PSCo;

(iv) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its sublicensees, invitees, agents, or employees; and

(v) Claims occasioned by or related to an actual or alleged Injury.

(e) The term “Hazardous Materials” means any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Law, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials, and any other waste, material, substance, pollutant or contaminant that might subject PSCo or Licensee to any claims, demands, damages, costs, expenses or other liabilities under any Environmental Law.

(f) “Environmental Law” means any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), the Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b et seq.), the Endangered Species Act (16 U.S.C. § 1531, et seq.), the Migratory Bird Treaty Act (16 U.S.C. § 703 et seq.), and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, rules or regulations.

(g) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of PSCo. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.

15. Licensee shall purchase, maintain and require such insurance as shall protect Licensee and PSCo from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, whether arising out of the act or failure to act of Licensee, PSCo, the direct or indirect delegate, appointee, or employee of either.

(a) This insurance shall be as specified below, and, except for worker's compensation, automobile, and professional liability insurance policies, all insurance policies shall name PSCo as an additional insured:

(i) Worker's Compensation as required by statute, and Employer's Liability Limit, in the amount of one million dollars (\$1,000,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than five million dollars (\$5,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

(iv) Licensee shall require its contractors to carry builder's risk insurance in an amount customarily carried by prudent contractors, and workers' compensation insurance for its employees in statutory limits;

(v) The policies described herein shall be endorsed to show that the insurers waive subrogation against PSCo, its directors, officers, employees, and agents.

(b) Certificates of Insurance acceptable to PSCo shall be submitted to PSCo prior to commencement of the construction of the Licensed Facility or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or modified unless and until thirty (30) days prior written notice has been given PSCo. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

16. Licensee shall at PSCo's option, pay for or repair any damage done to the Property as a result of the construction or operation of the Licensed Facility. In addition, after any activity by Licensee on the Property, Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall be responsible for properly closing or abandoning any wells installed by Licensee. Performance of restoration obligations shall be subject to the terms and conditions of Section 9 regarding Plans and Specifications.

17. Upon demand from PSCo, Licensee shall reimburse PSCo for all costs incurred for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

18. A copy of this License Agreement shall be on the Property at all times during construction of the Licensed Facility.

19. Upon the abandonment of the use of the Property by Licensee, the license granted in this License Agreement shall terminate. Upon expiration or termination of this License Agreement for any reason, Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property's condition prior to this License Agreement taking effect. Removal of the Licensed Facility and restoration shall occur prior to the expiration of this License Agreement and no later than thirty (30) days following termination of this License Agreement other than by expiration. Removal of the Licensed Facility and restoration of the Property shall be performed under the same terms and conditions as the construction of the Licensed Facility. If Licensee should fail to remove the Licensed Facility and restore the Property, PSCo may remove the same and restore the Property at the expense of Licensee. The provisions of this Section shall survive expiration or termination of this License Agreement.

20. Licensee shall pay any and all sales, use, personal property and other taxes, fees and charges imposed by any governmental authority and attributable to this License Agreement, the Licensed Facility, or the license granted hereby (collectively "Taxes"). Licensee shall pay all such Taxes directly to the taxing authority when due or, if required by PSCo, to PSCo upon demand, and shall indemnify and hold PSCo and its interest in the Property harmless from any liability or lien for any Taxes.

21. Licensee will complete installation of the Licensed Facility and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of PSCo's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the Licensed Facility at its sole cost and expense and in compliance with all Laws.

22. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of PSCo, which consent may be withheld in PSCo's sole and absolute discretion. The consent by PSCo to any Assignment shall not be construed as a waiver or release of Licensee from the terms of any covenant or obligation under this License Agreement. Any Assignment or attempted Assignment by Licensee without PSCo's consent will terminate the license and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

23. Licensee is solely responsible for determining whether the Property is suitable for the Licensed Facility and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.

24. **No Environmental Warranties.** PSCo makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.

25. All materials, equipment, work, and installations of any nature brought upon or installed in the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither PSCo nor any party acting on PSCo's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed on the Property and Licensee hereby releases PSCo from all Claims arising out of loss, damage or destruction of such items.

26. Licensee shall bear the sole obligation of obtaining such other authority or rights as Licensee may need in addition to the rights provided in this License Agreement for the construction of the Licensed Facility and use of the Property.

27. **No Introduction of Hazardous Materials.** Except with the express written permission of PSCo, Licensee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction, which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of PSCo), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Property immediately upon request of PSCo. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of

the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Licensee, its agents, sublessees, invitees, or employees.

28. **Managing Hazardous Materials.** Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Property in connection with the Licensed Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Property.

29. **Notification of Hazardous Materials.** Licensee shall notify PSCo of any Hazardous Materials that Licensee encounters on the Property immediately upon encountering the Hazardous Materials.

30. **Licensee to Operate in Accordance with Environmental Laws.** Licensee shall construct and operate the Licensed Facility and conduct all activities in accordance with applicable Environmental Law, including obtaining all required permits for its activities at the Property and signing all waste manifests. PSCo shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

31. The failure of PSCo at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same. No waiver by PSCo of the breach of any terms or covenant contained in this License 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 License Agreement.

32. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Licensee to subject the license, the Property, or any portion thereof to mechanic's liens. If any liens are filed against the Property resulting or arising in connection with actions or agreements of Licensee, within fifteen (15) days after such filing, Licensee will release the same of record, either by payment or by providing a bond or other security satisfactory to PSCo. If Licensee fails to timely remove such lien, PSCo may, without waiving its rights and remedies based upon such breach by Licensee and without releasing Licensee from any obligation under this License Agreement, cause such liens to be released by any means PSCo deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Licensee will reimburse PSCo, on demand, for all amounts PSCo incurs (including, without limitation, the cost of a bond and reasonable attorneys' fees and costs).

33. All notices, demands, requests and other communications required or permitted under this License Agreement must be in writing and will be deemed received: (a) when personally delivered; (b) three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified; or (c) the first business day following deposit with a recognized overnight delivery service, such as United Parcel Service or Federal Express, in each case addressed as follows:

If to PSCo: Public Service Company of Colorado
 1800 Larimer Street, Suite 400
 Denver, CO 80202

Attention: Manager, Siting and Land Rights
PSCo Doc No. 70156

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Licensee: Widefield Water and Sanitation District
 Attn: Lucas Hale, District Manager

With a copy to:

PSCo or Licensee may change its address by giving notice to the other as provided for above.

34. In addition to other rights granted to PSCo to terminate this License Agreement and/or to require the relocation or removal of the Licensed Facility, this license will automatically terminate, without compensation or liability due to Licensee, in the event of the expiration or termination of the easement or right of way held by PSCo with respect to the Property. In addition, PSCo may terminate this License Agreement and the license hereby granted, without compensation or liability to Licensee, by giving thirty (30) days prior notice of termination to Licensee upon or at any time after the occurrence of any of the following events:

(a) Any condemnation or taking, or any conveyance, transfer or other disposition in lieu or in anticipation thereof, of any part of the Property.

(b) Any other sale, dedication to any governmental authority, or any other transfer by PSCo of any part of the Property.

(c) The failure of Licensee to comply with any provision of this License Agreement which failure continues for ten (10) days after notice from PSCo. Termination under this subsection (c) will not release Licensee from any of its obligations or liability under this License Agreement. In addition to any other right or remedy, PSCo may have under this License Agreement or at law, without waiving any Claim against Licensee, PSCo may, but is not obligated to, pay or perform any obligation of Licensee not fully or timely paid or performed and all costs incurred by PSCo in connection therewith shall be paid by Licensee to PSCo upon demand.

35. (a) This License Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(b) This License Agreement incorporates all agreements and stipulations between PSCo and Licensee as to the Property and the Licensed Facility and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this License Agreement. This License Agreement consists of the document entitled "License Agreement" and Exhibits containing (i) the legal description of the Property; and (ii) a description of the Licensed Facility. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless separately executed by an authorized representative of PSCo. This License Agreement may only be modified by a writing executed and delivered by Licensee and an authorized representative of PSCo.

(c) This License Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to principles of conflict of laws.

(d) "Licensee" shall include the singular, plural, feminine, masculine and neuter. If more than one person or entity shall sign this License Agreement as Licensee, the obligations set forth herein shall be deemed joint and several obligations of each such party or entity.

(e) This License Agreement may not be recorded or filed for record in the real estate records of the County in which the Property is located, nor in any other public office or records. In the event Licensee records or files this License Agreement, this License Agreement shall automatically terminate.

36. Licensee shall reimburse PSCo for all reasonable costs incurred by PSCo in connection with this License Agreement and/or the Licensed Facility, including without limitation, (a) in-house or third party costs incurred in connection with the review of Exhibit A and the Plans and Specifications (including revisions or modifications thereof); and (b) attorney fees and costs incurred in the administration and enforcement of this License Agreement, irrespective of whether Licensee is in default.

37. Licensee's covenants, agreements, and indemnity obligations shall survive the expiration or termination of this License Agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By: _____

Its: _____

Agreed to and accepted by Licensee this _____ day of _____ 2020.

Widefield Water and Sanitation District

Lucas Hale, District Manager

SIGNATURE

Street Address

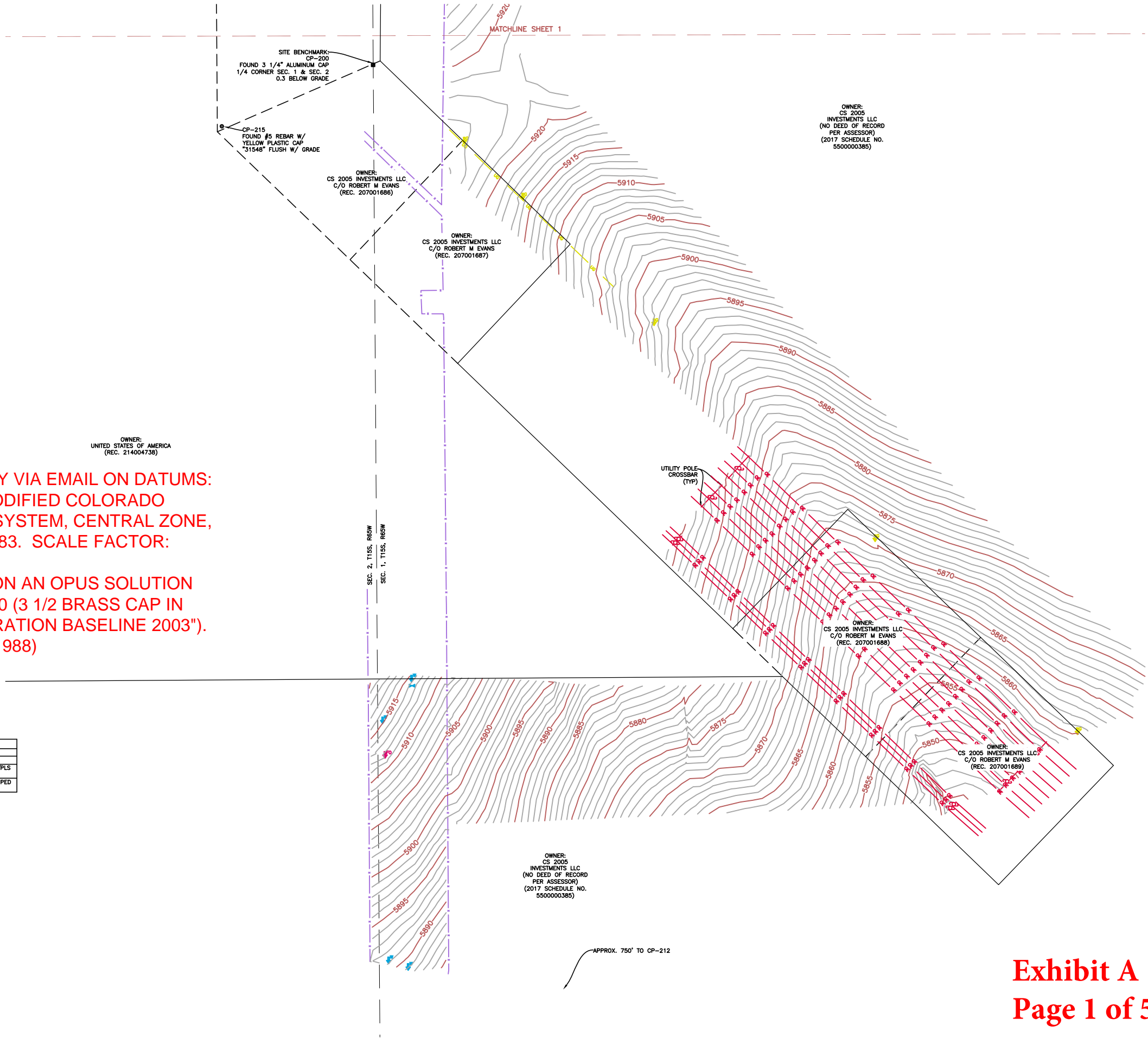
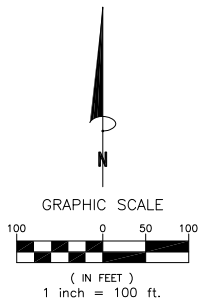
City, State Zip

Area Code and Telephone Number

- LEGEND
- FOUND MONUMENT (ALIQUEOT)
 - FOUND MONUMENT (AS NOTED)
 - WATER VALVE
 - WATER MARKER
 - UTILITY POLE
 - FIBEROPTIC MARKER
 - GAS MARKER
 - GAS LINE (UNDERGROUND)
 - ELECTRIC LINE (OVERHEAD)
 - BARB WIRE FENCE

NOTES PROVIDED BY SURVEY VIA EMAIL ON DATUMS:
HORIZONTAL DATUM IS IN MODIFIED COLORADO
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE,
NORTH AMERICAN DATUM 1983. SCALE FACTOR:
1.000321070
VERTICAL DATUM IS BASED ON AN OPUS SOLUTION
RAN ON CONTROL POINT #100 (3 1/2 BRASS CAP IN
CONCRETE, "EL PASO CALIBRATION BASELINE 2003").
ELEVATION = 5,815.45 (NAVD1988)

CONTROL POINT TABLE				
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
200	1343661.00	3248837.58	5917.93'	3 1/4" ALUMINUM CAP
212	1341029.82	3248855.82	5858.43'	3 1/4" ALUMINUM CAP STAMPED "PLS 15109"
215	1343530.19	3248513.33	5920.43'	1 1/4" YELLOW PLASTIC CAP STAMPED "PLS 31548"



Revisions			Date
No.	Description	By	

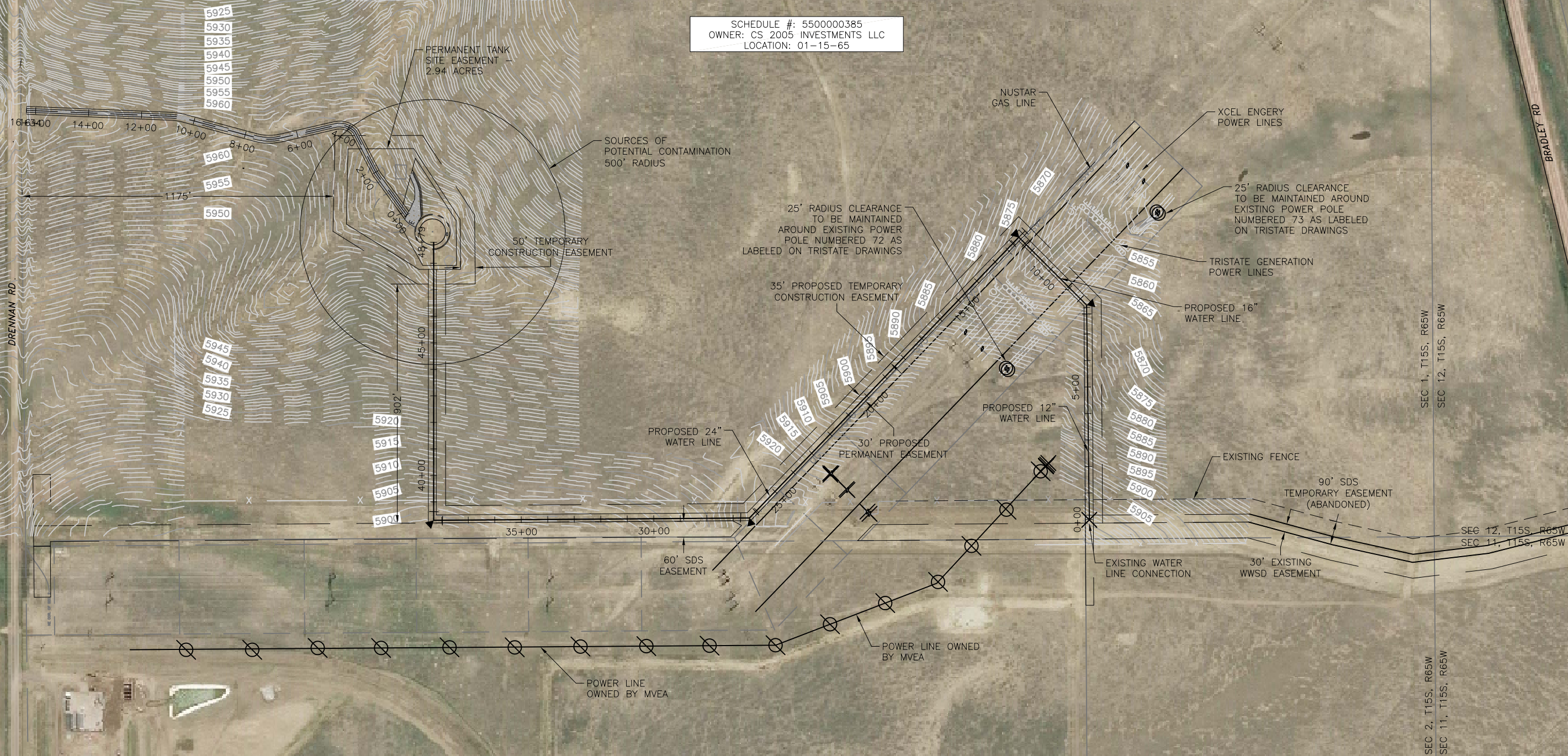
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the first date of defect. Any action may be commenced more than ten years from the date of the certification shown herein.

ENGINEERING DESIGN SURVEY			
A PORTION OF THE W1/2 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH P.M., CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO			
Project No. 190988	Drawn By: SCG	Date: 1/15/2020	
	Checked By: SLM	Sheet 2 of 2	

J:\JDS-Hydro\Project Files\102 Widefield Water And San\102.121 Rolling Hills Tank Drawings\Working\102121_P&P_recover.dwg
2020/07/21 9:10 AM By: Shelby West

0 150' 300'
SCALE 11x17: 1" = 300'
SCALE 24x36: 1" = 150'

NOTE:
AERIAL IMAGERY IS NOT ACCURATELY SCALED
AND SHOULD BE UTILIZED FOR REFERENCE
ONLY



JDS-HYDRO CONSULTANTS, INC.
5540 TECH CENTER DR., SUITE 100
COLORADO SPRINGS, COLORADO 80919
(719) 227-0072

DISCLAIMER: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ANY ERRORS OR OMISSIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. JDS-HYDRO ASSUMES NO LIABILITY FOR UNAUTHORIZED CHANGES AND/OR REVISIONS MADE TO PLANS.

WIDEFIELD WATER AND SANITATION DISTRICT
ROLLING HILLS 2MG POTABLE WATER TANK AND INLET PIPELINE
OVERALL SITE PLAN

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			
7			

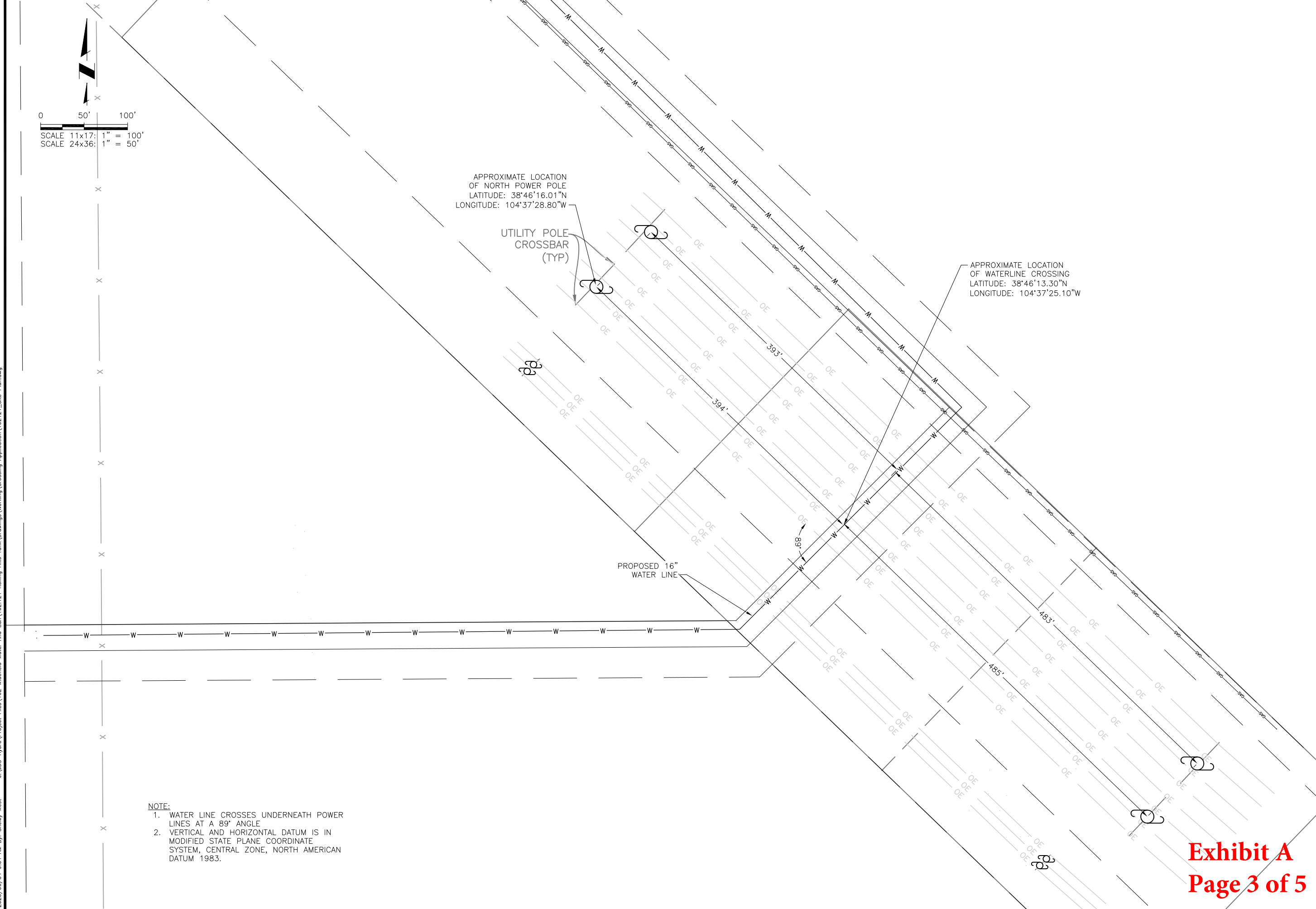
60% DESIGN

Project No.: 102.121
Date: 07/02/20
Design: GJD
Drawn: SNW
Check: JPM


C1
SHEET 3 OF 31

Exhibit A
Page 2 of 5

2020/06/04 9:04 AM By: Shelby West J:\JDS-Hydro\Project Files\102 Widefield Water And San\102.121 Rolling Hills Tank Drawings\Working Crossing Application\102121_Site Plan.dwg



- NOTE:
1. WATER LINE CROSSES UNDERNEATH POWER LINES AT A 89° ANGLE
 2. VERTICAL AND HORIZONTAL DATUM IS IN MODIFIED STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983.



CONSULTANTS, INC.
5540 TECH CENTER DR., SUITE 100
COLORADO SPRINGS, COLORADO 80919
(719) 227-0072

WIDEFIELD WATER AND SANITATION DISTRICT

ROLLING HILLS 2MG POTABLE WATER TANK AND INLET PIPELINE

CROSSING SITE

REVISIONS			
NO.	DESCRIPTION	BY	APP. DATE
1			
2			
3			
4			
5			
6			
7			

PRELIMINARY

Project No.: 102.121

Date: 05/26/20

Design: GJD

Drawn: SNW

Check: JPM

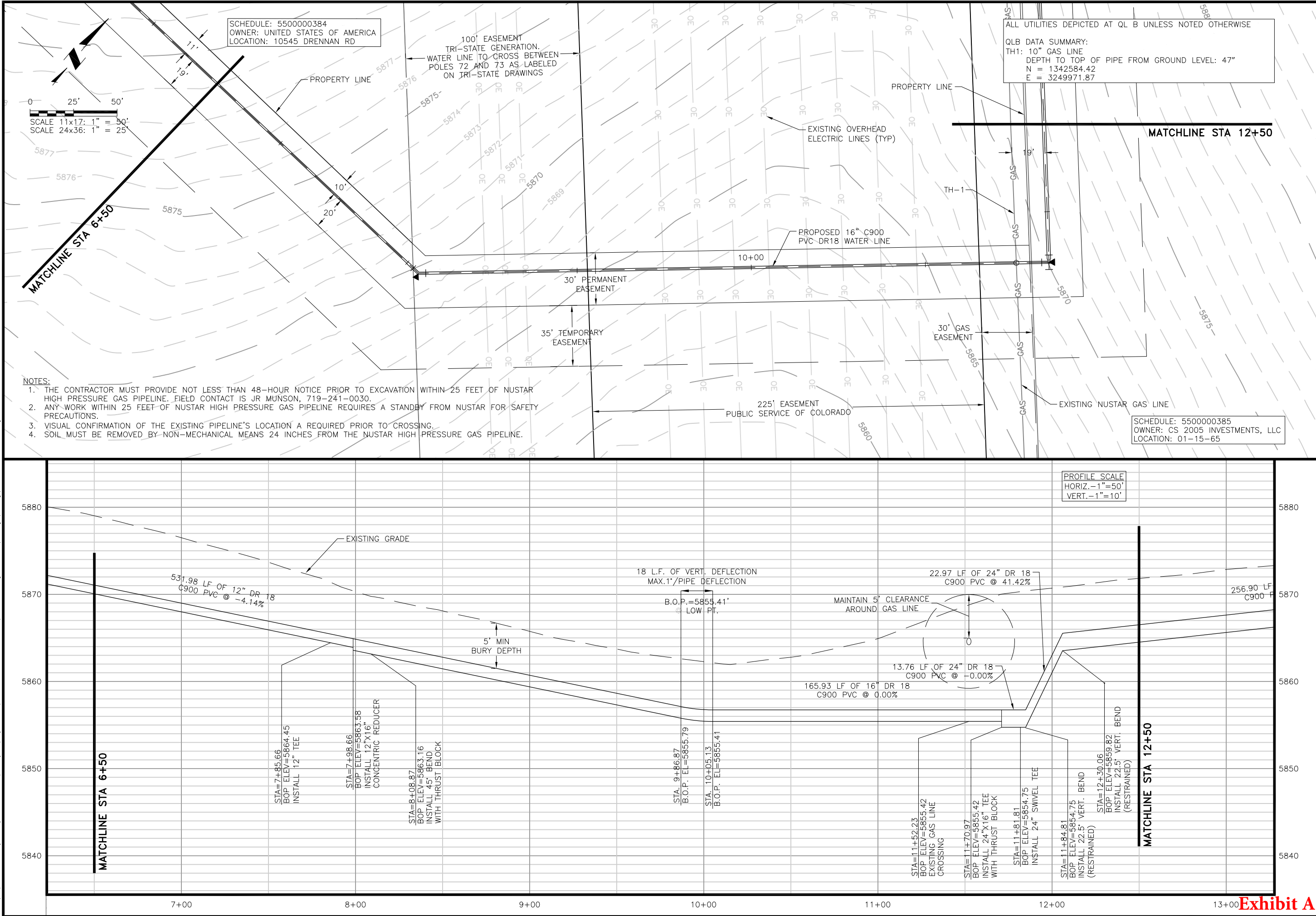
SHEET ---- OF

Exhibit A

Page 3 of 5

DISCLAIMER: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ANY ERRORS OR OMISSIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. JDS-HYDRO ASSUMES NO LIABILITY FOR UNAUTHORIZED CHANGES AND/OR REVISIONS MADE TO PLANS.

J:\JDS-Hydro\Project Files\102 Widefield Water And San\102.121 Rolling Hills Tank Drawings\Working\102121_P&P_recover.dwg 2020/07/21 9:11 AM By: Shelby West



JDS-HYDRO
CONSULTANTS, INC.
5540 TECH CENTER DR., SUITE 100
COLORADO SPRINGS, COLORADO 80919
(719) 227-0072

WIDEFIELD WATER AND SANITATION DISTRICT
ROLLING HILLS 2MG POTABLE WATER TANK AND INLET PIPELINE
PLAN AND PROFILE
ALIGNMENT STA 6+50 TO STA 12+50

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			
7			

60% DESIGN

Project No.: 102.121
Date: 07/02/20
Design: GJD
Drawn: SNW
Check: JPM

C8
SHEET 10 OF 31



XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO

HIGH VOLTAGE ELECTRIC TRANSMISSION LINE

CLEARANCE REQUIREMENTS

FOR YOUR SAFETY

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20') in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303-273-4662 or 303-273-4665 a minimum of 5 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3') in any direction from the de-energized lines or conductors. There is a fee charged when an electrical clearance is required or the patrolman is on site for more than four hours.

Under **NO** circumstances may work be started within twenty feet (20') in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.

When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement. For encroachment review and approval, please call (303) 571-7478.

**PLAN AHEAD AND
FOLLOW THESE INSTRUCTIONS – IT COULD SAVE A LIFE**