

ORDINANCE NO. 14

Series 2021

AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Annie Placer)

WHEREAS, Public Service Company of Colorado has requested the granting of an easement over, across, and through certain real property owned by the Town; and

WHEREAS, the Town Council of the Town of Breckenridge has determined that it should grant the requested easement; and

WHEREAS, the Town Attorney has informed the Town Council that, in his opinion, Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be authorized by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The Town Manager is authorized, empowered, and directed to execute, acknowledge, and deliver to Public Service Company of Colorado an easement substantially in the form marked Exhibit "A", attached hereto, and incorporated herein by reference.

Section 2. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 3. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 11th day of May, 2021.

This ordinance was published in full on the Town of Breckenridge website on May 14, May 15, May 16, May 17 and May 18, 2021.

A public hearing on this ordinance was held on May 25, 2021.

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON THE TOWN'S WEBSITE this 25th day of May, 2021. A copy of this Ordinance is available for inspection in the office of the Town Clerk.

ATTEST:

TOWN OF BRECKENRIDGE

[Signature]
Helen Cospolich, CMC, Town Clerk

[Signature]
Eric S. Mamula, Mayor

APPROVED IN FORM

[Signature] Date 5/25/21
Town Attorney

This Ordinance was published on the Town of Breckenridge website on May 27, May 28, May 29, May 30 and May 31, 2021. This ordinance shall become effective on June 30, 2021.

EXHIBIT "A"

After recording return to:
Public Service Company of Colorado
Attn: Manager, Siting and Land Rights
Right of Way and Permits Department
1123 West 3rd Avenue
Denver, CO 80223

DIVISION	ROW AGENT A. Pena	DOC. NO.
LOCATION	DESCRIPTION AUTHOR	PLAT/GRID NO.
	AUTHOR ADDRESS	WO/JO/CREG NO.

GAS EASEMENT

Town of Breckenridge ("**Grantor**") for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Denver, CO 80202, Suite 1100 ("**PSCo**"), its successors and assigns, a gas easement (the "**Easement**") more particularly described as follows:

A perpetual, non-exclusive easement for the transmission or distribution, or both, of gas and related communications signals on, over, under, through and across the following described premises:

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

Together with the full right and authority in PSCo, its successors, licensees, contractors, or assigns, and its and their agents and employees to (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below); (2) access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain gas pipelines, with necessary and proper valves, valve-sets, manholes, gas meter/regulator stations, related communication and control facilities and other appurtenances and devices, used or useful in connection therewith (collectively the "Facilities"); (3) cut, prune, fell or otherwise control, trees, shrubs and other vegetation, and remove other objects that PSCo determines interfere with the Facilities or the exercise of PSCo's rights hereunder; and (4) use and have reasonable ingress and egress along and across the Easement Area for personnel, equipment and vehicles.

PSCo shall not install any gas line Facilities above the surface of the Easement Area, provided that this shall not prohibit or limit (a) above-ground pipeline markers installed in accordance with applicable regulations; (b) farm tap regulator, valve set and/or fire valve box improvements at or above the surface of the Easement Area; (c) cathodic protection anode banks which connect to the underground pipeline (d) ancillary utility equipment that is flush with the surface of the Easement Area; or (e) the temporary placement of Facilities or ancillary equipment on or above the surface of the Easement Area during the maintenance, repair or replacement of the Facilities.

Grantor agrees not to perform any act that will impair the structural integrity of, interfere with, or endanger said Facilities. Without limiting the foregoing, Grantor shall not, without the prior written approval of PSCo, alter the existing ground elevations or change the compaction of the soil on the Easement Area. No temporary or permanent buildings, structures (including without limitation trailers or mobile homes), or wells shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over Easement Area by Grantor, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges granted to PSCo and which will not interfere with or endanger any of PSCo's Facilities or with PSCo's use of the Easement Area. Grantor's reserved rights include the right to have ingress and egress over and across the surface of the Easement Area and to construct, maintain, improve, or reconstruct Site Improvements (as defined below) on the Easement Area so long as the Site Improvements are designed, constructed, located, maintained, operated and used in a manner which does not interfere with PSCo's facilities or the exercise of PSCo's rights under the Easement. For the purpose of this

Easement, "Site Improvements" means improvements for the use and benefit of the property on which Easement Area is located, and includes: roadways, curb and gutter, sidewalks, entry signage, traffic control and directional signage, landscaping, trees, shrubs or other vegetation and fencing. The term "Site Improvements" as used herein shall not include temporary or permanent buildings, or occupied structures of any kind. In order to assure that Site Improvements which may hereafter be installed, relocated, reconstructed or substantially modified by Grantor or any person claiming rights in the Easement Area through Grantor (and any work, or activity, including the use of construction equipment related thereto) will not interfere with PSCo's Facilities or PSCo's use of the Easement Area, Grantor agrees that no Site Improvements shall be constructed, installed, relocated, substantially modified or reconstructed on, over, across or under the Easement Area by Grantor, or anyone acting through Grantor, or on its behalf, without Grantor obtaining PSCo's prior written consent to plans and specifications for such Site Improvements. PSCo's consent to any Site Improvements may be withheld or conditioned on, among other things, compliance with rules, regulations, standards and practices which may from time to time be applicable to construction activities or the installation, construction, alteration, modification, or operation and use of the particular type of Site Improvement in proximity to Facilities which are from time to time installed on, or planned for, the Easement Area. Approval of, or consent by, PSCo to Site Improvements, or any other improvements or objects shall not limit or prohibit PSCo's right to cut, prune, fell or otherwise control any tree, shrub or vegetation, or to permanently remove any Site Improvement (at PSCo's cost) in the event PSCo determines that the Site Improvement may interfere with the Facilities or PSCo's use of the Easement Area. Provided, however, if any Site Improvement is removed by PSCo as provided herein, PSCo agrees, at its election, to either replace or repair the Site Improvement or pay compensation to Grantor in an amount equal to the diminution in market value to the Easement Area caused by removal of the Site Improvement. PSCo further confirms to Grantor the right to grant easements to third parties, including but not limited to utility companies, for the installation of subsurface utility lines or facilities, to the extent such uses do not interfere with PSCo's Facilities or use of the Easement Area, and subject to the preceding provisions of this paragraph regarding Site Improvements.

Grantor further agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four business days (or such longer time if required by applicable law) prior to the commencement of construction or excavation on the Easement Area to arrange for field locating of Facilities.

No failure by PSCo to remove or otherwise challenge any improvements, objects or uses shall be deemed to constitute consent on the part of PSCo to such improvements, objects, or uses, nor shall it be deemed a waiver of PSCo's right to remove any such improvements or objects without further notice or compensation from PSCo. No waiver by PSCo of any provision hereof, nor any approval or consent of PSCo required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of PSCo. Non-use or a limited use of the Easement Area shall not prevent PSCo from thereafter making use of the Easement Area to the full extent herein authorized. With respect to any matter as to which PSCo has been granted an approval or consent right, or a right to make a determination, PSCo may exercise such right in its sole and absolute discretion, whether or not considered objectively reasonable under the circumstances.

No amendment, modification or supplement of this Easement shall be binding on PSCo unless made in writing and executed by an authorized representative of PSCo. The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and PSCo. "Grantor" shall include the singular, plural, feminine, masculine and neuter. References herein to "Grantor" mean each person or entity signing this Easement as Grantor and its respective successors during their period of fee ownership of the Easement Area. References herein to PSCo mean Public Service Company of Colorado and its successors and assigns during their period of ownership of an interest in this Easement.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey and grant the easement and rights contained in this Easement. This grant is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided PSCo with a

consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

This Easement incorporates all agreements and stipulations between Grantor and PSCo as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. This Easement consists of the document entitled "Gas Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. 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. In the event that the Easement Area is subject to a lease, license or any other use or occupancy agreement for any purpose, Grantor shall be solely responsible for notifying such tenant and/or occupant of this Easement, obtaining any necessary subordination or consent to ensure the rights granted under this Easement are not disturbed or hindered, and making settlement with any such tenant or occupant for any share of the compensation paid for the granting of this Easement or for any share of the damages that PSCo is otherwise required hereunder to pay to the end that PSCo shall never be required to deal with or pay compensation to any such lessee, tenant or occupant, and PSCo shall deal exclusively with Grantor.

Executed and delivered this 1 day of July, 2021.

GRANTOR: Town of Breckenridge

By: Rick Holman

Title: TOWN MANAGER

STATE OF COLORADO)
)SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of July, 2021 by Rick Holman As Town Manager of Town of Breckenridge, grantor.

Witness my hand and official seal.

My Commission Expires: June 6, 2025
Virginia Peyton Rogers
Notary Public

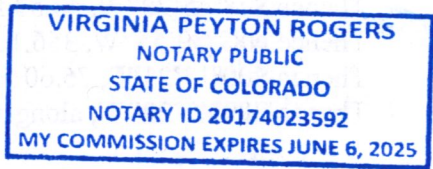




EXHIBIT A
PERMANENT EASEMENT, TOWN OF BRECKENRIDGE PARCEL

A parcel of land lying in Section 19, Township 6 South, Range 77 West, of the 6th Principal Meridian, County of Summit, State of Colorado, said parcel also being a part of those parcels of land described under Reception Numbers 703130 and 699409, Summit County Records, said parcel being more particularly described as follows:

Beginning on the south line of said parcel of land described under Reception Number 699409, where Corner No. 4, Annie Placer MS 14044 bears N54°03'02"W, 747.35 feet;

Thence N00°13'21"W, 126.79 feet;
Thence S89°59'55"E, 401.43 feet;
Thence N78°45'20"E, 48.59 feet;
Thence S78°44'40"E, 33.88 feet;
Thence S13°08'51"W, 15.98 feet;
Thence S80°05'42"E, 25.04 feet;
Thence N13°08'51"E, 15.39 feet;
Thence S78°44'40"E, 28.96 feet;
Thence S12°34'05"W, 50.01 feet;
Thence N78°44'40"W, 76.76 feet;
Thence S78°45'20"W, 43.57 feet;
Thence N89°59'55"W, 356.16 feet;
Thence S00°13'21"E, 76.60 feet to a point on said south line;
Thence S89°47'22"W, along said south line, 50.00 feet to the point of Beginning.

Containing 30,052 square feet (0.690 acres), more or less.

For the purpose of this description, bearings are based on Line 4-5 of said Annie Placer being S34°29'10"W, as shown and described on page 3 of 3.

The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 2000 South Colorado Blvd, Suite 6000, Denver, CO 80222, on November 20, 2020 under Job No. ENENG 153197-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



George A. Robinson, PLS 35593

EXHIBIT A
PERMANENT EASEMENT, TOWN OF BRECKENRIDGE PARCEL

TOWN OF BRECKENRIDGE
BY DECREE REC. 699409

TOWN OF BRECKENRIDGE
REC. No. 703130

LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°08'51"W	15.98'
L2	S80°05'42"E	25.04'
L3	N13°08'51"E	15.39'
L4	S78°44'40"E	28.96'
L5	S12°34'05"W	50.01'
L6	S00°13'21"E	76.60'

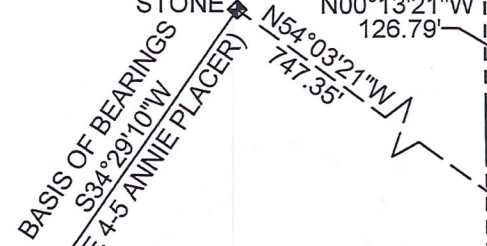
SEC. 24
T6S, R78W

SEC. 19
T6S, R77W

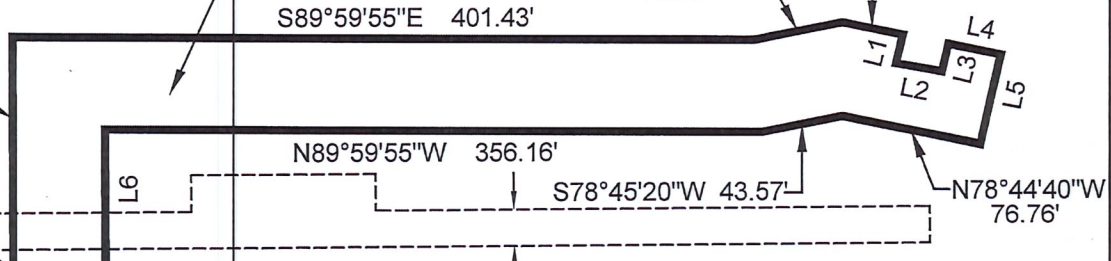
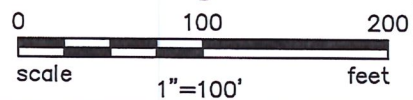
PERMANENT
EASEMENT

30,052 S. F. (0.690 AC.) M/L

COR. 4
ANNIE PLACER
MS 14044
STONE



COR. 5
ANNIE PLACER
MS 14044
BLM CAP 1978



COYNE VALLEY ROAD

WESTERN GAS SUPPLY
COMPANY EASEMENT AGREEMENT
REC# 437669



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