

REUNION METROPOLITAN DISTRICT
SPECIAL MEETING AGENDA
December 14, 2020
2:30 p.m.

Due to current circumstances related to COVID-19, this meeting will be held electronically via Microsoft Teams. See below for the link and information necessary to access the Microsoft Teams meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODI5Mjg4ZTgtYmFiMS00ZGI5LTg0MmItZWU3YmY3NDUxMGFj%40t_hread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bdcc-4fe5-980c-8ff3dcc70755%22%7d

Or call in (audio only)
[+1 720-547-5281](tel:+17205475281),,284736043# United States, Denver
Phone Conference ID: 284 736 043#

Reunion Metropolitan District

Kelly Leid, President	Term to May 2023
Brett Price, Vice President	Term to May 2022
Bruce Rau, Treasurer	Term to May 2022
Teresa Kershnik, Assistant Secretary	Term to May 2023
Tim E. Roberts, Assistant Secretary	Term to May 2023

AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
5. Legal Matters (enclosed)
 - A. Consider Approval of Resolution Accepting District Eligible Costs related to improvements within North Range No. 3 (to be distributed)

6. Engineer Matters

- A. Consider Approval of Purchase and Sale Agreement and Authorization to Acquire Right-of-Way and Storm Drainage Property from Public Service Co. (enclosed)
-

7. Financial Matters

- A. Ratify payment to Clayton for transfer of ERUs.
-

8. Other Business

9. Adjournment

REUNION METROPOLITAN DISTRICT
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA
12/11/2020	Reunion Metropolitan District will acquire land from the Public Service Company of Colorado (PSCO) that will ultimately be dedicated to Commerce City for future ownership and maintenance of the proposed roadways and storm sewer for the first phase of Reunion Village 9 (Reunion Ridge) project.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> 1. Reunion Metropolitan District acquired previous access easement from PSCO to start work. 2. A portion of PSCO land at Potomac Street crossing to be acquired by Reunion Metropolitan District and will be dedicated to Commerce City for public right-of-way purposes for the ownership and maintenance of Potomac Street. 3. A portion of PSCO land at Vaughn Way crossing to be acquired by Reunion Metropolitan District and will be dedicated to Commerce City for public right-of-way purposes for the ownership and maintenance of Vaughn Way. 4. A portion of PSCO land at Tucson Street crossing to be acquired by Reunion Metropolitan District and will be dedicated to Commerce City for public right-of-way purposes for the ownership and maintenance of Potomac Street. 5. A portion of PSCO land at Revere Street drainage crossing to be acquired by Reunion Metropolitan District and will be dedicated to Commerce City for the ownership and maintenance of drainage system at Revere Street.

FINANCIAL DETAILS

The following costs are anticipated for acquisition of land that will be dedicated to Commerce City:

Purchase Price: \$0.166 per square foot x 90,400 square foot

Total Costs - \$15,000

The agreement(s) we have with PSCO are attached for reference.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of the Effective Date, as defined below, by and between **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation (“Seller”) whose address is 1800 Larimer Street, Suite 1100, Denver, Colorado, 80202-5533, and _____, (“Purchaser”) whose address is _____.

Purchaser desires to purchase certain property owned by Seller, and Seller desires to sell such property to Purchaser pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

Article 1. Definitions.

The following terms shall have the meanings set forth below:

1.1 Agreement. This Agreement, including the following exhibits attached hereto and hereby made a part hereof:

<u>Exhibit A:</u>	Property Description
<u>Exhibit B:</u>	Quitclaim Deed

1.2 Closing. Concurrently, the transfer of title to the Property to Purchaser, the payment to Seller of the Purchase Price, and the performance by each party of the other obligations on its part then to be performed, all in accordance with the article entitled “Closing”.

1.3 Closing Date. The Closing shall occur at the offices of Title Company on such date and at such time as the Seller and Purchaser agree, but in no case shall it occur before the Indenture Release arrives at the offices of Title Company. Unless otherwise agreed by Seller and Purchaser in writing, the Closing Date shall be no later than thirty (30) days following the date the Indenture Release arrives at the offices of the Title Company.

1.4 Effective Date. The latest date on which both parties have executed a counterpart of this Agreement as indicated on the parties’ respective signature pages.

1.5 Environmental Laws. Any federal, state, or local laws (including common laws), statutes, regulations, ordinances, codes, orders, or decrees issued or promulgated by any governmental authority relating to the prevention of pollution, preservation and restoration of environmental quality, protection of human health, the environment and natural resources (including air, surface water, groundwater or land), or the release, use, generation, handling, storage, treatment, transportation, or disposal of Hazardous Substances, including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (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. § 6901, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), and the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended.

1.6 Hazardous Substances. Any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, chemicals, or other materials that are listed in, regulated by, or may form the basis of any liability under, any Environmental Laws.

1.7 Indenture. The indenture document identified in the Article entitled “Indenture and Indenture Release”.

1.8 Indenture Release. The document by which Seller obtains the complete release of the encumbrance of the Indenture on the Property as set forth in the Article entitled “Indenture and Indenture Release”.

1.9 Liability or Liabilities. Any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing.

1.10 Property. The real property in Commerce City, Adams County, Colorado located generally in the NW1/4 of Section 13, Township 2 South, Range 67 West of the 6th P.M., as legally described and depicted on Exhibit A attached hereto, together with all improvements thereon and appurtenances thereto, except Seller’s Utility Facilities and the “Reserved Interests” as defined below and subject to the express terms and conditions set forth in this Agreement. Exhibit A is subject to revision and/or replacement upon completion of the Survey and approval of the legal description resulting from the Survey by Seller and Purchaser.

1.11 Purchase Price. The Purchase Price shall be the total amount to be paid by the Purchaser for the Property as specified in the Article entitled “Purchase Price”.

1.12 Reserved Interests. As defined in the Article entitled “Reserved Interests”.

1.13 Survey. The survey of the Property described in the Section entitled “Title Evidence”.

1.14 Title Commitment. The title insurance commitment with respect to the Property described in Section entitled “Title Evidence”.

1.15 Title Company. Fidelity National Title.

1.16 Title Evidence. The Survey and the Title Commitment and copies of exceptions with respect to the Property described in Article 5 entitled “Title Evidence”.

1.17 Title Policy. The ALTA Owner’s Policy of Title Insurance to be issued pursuant to the Title Commitment, obtained as part of the Title Evidence.

Article 2. Purchase and Sale.

Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, the Property.

Article 3. Purchase Price.

The Purchase Price shall be Fifteen Thousand US Dollars and no/100 (\$15,000.00), to be paid by

Purchaser at Closing.

Article 4. Preconditions to Closing and Closing.

4.1 Purchaser's Preconditions to Closing. In addition to other preconditions set forth in this Agreement, preconditions to Purchaser agreeing to close, unless otherwise waived by the Purchaser, are:

4.1.1 Purchaser has agreed to, and accepted, Property "as is, where is with all faults" and such disclaimer language may be included in any quitclaim deed or easement.

4.1.2 The Indenture Release has been executed and ready for recording following Closing.

4.1.3 Possession of the Property is ready for transfer to Purchaser as provided in Section 4.7.

4.2 Seller's Pre conditions to Closing. A precondition to Seller agreeing to close is that Purchaser agrees that all real property interests are transferred subject to this Agreement and the following:

4.2.1 All real property shall be transferred "as-is, where-is, and with faults," and such disclaimer language may be included in any quitclaim deed.

4.2.2 All environmental liabilities and obligations of the Parties with respect to the Property shall be as provided in Section 7.2.

4.2.3 All documentation has been provided to Seller evidencing that the Property is legally subdivided and a legally conveyable parcel under applicable state and municipal regulations (with such evidence to be obtained by Purchaser at its sole cost and expense).

4.3 Seller's Closing Deliveries. At Closing, subject to delivery by Purchaser of the Purchase Price and performance of Purchaser's other obligations under this Agreement, Seller shall execute, acknowledge (where appropriate), and deliver to Purchaser the following, each dated as of the Closing Date:

4.3.1 A fully executed Quitclaim Deed conveying to Purchaser the Property, subject to the Reserved Interests (the "Deed") substantially in the form attached hereto as Exhibit B and incorporated herein.

4.3.2 An affidavit of Seller regarding liens, judgments, tax liens, bankruptcies, parties in possession, mechanics' or materialmen's liens and other matters affecting title to the Property in customary form as may be reasonably required by Title Company to delete the so-called "standard exceptions" from the Title Policy.

4.3.3 All reasonable and customary documents and instruments which (a) Purchaser or Title Company (if one is involved in the transaction) may reasonably determine are necessary to transfer the Property to Purchaser subject only to the Reserved Interests, (b) Purchaser or Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement, (c) Title Company may require as a condition to issuing the Title Policy, or (d) may be required of Seller under applicable law, including but not limited to a FIRPTA Certificate indicating that Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3).

4.3.4 A settlement statement consistent with this Agreement, if requested by either Party

in writing.

4.3.5 Evidence of the executed Indenture Release ready for recording with the Deed.

4.4 Purchaser's Closing Deliveries. At Closing, subject to delivery by Seller of the fully executed Deed, and Indenture Release and performance of Seller's other obligations under this Agreement, Purchaser shall cause the following to be delivered to Seller:

4.4.1 The Purchase Price shall be payable by Purchaser by wire transfer of immediately available funds on the Closing Date.

4.4.2 All documentation evidencing that the Property is legally subdivided and a legally conveyable parcel under applicable state and municipal regulations.

4.4.3 All normal and customary documents and instruments, each executed and acknowledged (where appropriate) by Purchaser, which (a) Seller or Title Company may reasonably determine are necessary to evidence the authority of Purchaser to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant to this Agreement, or (b) may be required of Purchaser under applicable law.

4.4.4 A settlement statement consistent with this Agreement executed by Purchaser, if requested by either Party in writing.

4.5 Closing Escrow. Purchaser and/or Seller at their option may deposit the respective Closing deliveries described in the Sections entitled "Seller's Closing Deliveries" and "Purchaser's Closing Deliveries" with Title Company with appropriate instructions for recording and disbursement consistent with this Agreement ("Closing Escrow").

4.6 Closing Adjustments. The following adjustments shall be made at Closing:

4.6.1 Seller represents that it is unit assessed and that real property taxes for the Property cannot be prorated. Seller shall pay when due all real property taxes for the Property imposed for the period up to and including the date of Closing, and Purchaser shall be responsible for any real property taxes for the Property imposed after Closing. In the event Purchaser receives a tax bill for the Property for some or all taxes due from Seller pursuant to this Agreement, Seller shall remit the full amount of taxes due to Purchaser within twenty (20) days following its receipt of the tax bill. In the event Seller receives a tax bill for the Property for some or all taxes due from Purchaser pursuant to this Agreement, Purchaser shall remit the full amount of taxes due to Seller within twenty (20) days following its receipt of the tax bill.

4.6.2 Seller shall pay in full all special assessments that are due and payable prior to the Closing. Any other special assessments (and charges or in lieu of such assessments) levied, pending or constituting a lien with respect to any of the Property shall be prorated as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Purchaser being responsible for those allocable subsequent thereto.

4.6.3 Purchaser shall pay the documentary fee required in connection with the recording of the Deed.

4.6.4 Purchaser shall pay the cost of recording any documents necessary to place record title to the Property in Seller, including the Deed.

4.6.5 If Purchaser elects to obtain a Title Policy, Purchaser will pay the premium for the Title

Policy. Purchaser will also pay the cost of any lender's title insurance, any charge for the deletion of pre-printed exceptions, and any endorsements desired by Purchaser or required by its lender.

4.6.6 Purchaser and Seller shall each pay one-half of any escrow fee and/or Closing fee payable to Title Company with respect to the transaction contemplated by this Agreement.

4.6.7 Because no physical facilities on the Property are being transferred from Seller to Purchaser, there is no need for an adjustment of utility service charges.

4.6.8 Seller and Purchaser shall each pay its own attorneys' fees incurred in connection with this transaction.

4.7 Possession. Seller shall deliver possession of the Property to Purchaser on the Closing Date, subject to the Reserved Interests.

Article 5. Title Examination.

5.1 Title Evidence. Purchaser may obtain, at its sole cost, the following (and upon request provide Seller with a copy of each of the same):

5.1.1 A Title Commitment to insure title to the Property issued by Title Company the amount of the Purchase Price and copies of all documents, instruments and matters shown as exceptions which are recorded in the office of the Adams County Clerk and Recorder.

5.1.2 If Purchaser so desires, a current survey of the Property, prepared and certified by a land surveyor licensed in Colorado. The Survey shall conform to the current "Minimum Standard Detail Requirements for Land Title Surveys" adopted by the American Land Title Association and the American Congress on Surveying & Mapping.

Article 6. Representations.

6.1 Seller's Representations. Seller represents and warrants to Purchaser without independent investigation and to the best of its authorized agent's actual knowledge as of the date of this Agreement as follows:

6.1.1 Seller has been duly organized under the laws of the State of Colorado and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms.

6.1.2 Seller is neither a Foreign Person nor a Prohibited Person under FIRPTA.

The foregoing representations are express representations which Purchaser shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Purchaser. Consummation of this Agreement by Purchaser with knowledge of any such breach shall not constitute a waiver or release by Purchaser of any claims arising out of or in connection with such breach. Seller's representation and warranties shall survive Closing for a period of twelve (12) months after Closing.

6.2 Purchaser's Representations. Purchaser represents to Seller, without independent investigation and to the best of the Purchaser's Actual Knowledge, as of the date of this Agreement as follows:

6.2.1 Purchaser is duly created under the laws of the State of Delaware and in good standing in the state Colorado and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant hereto. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of

Purchaser enforceable in accordance with its terms.

6.2.2 Purchaser is neither a Foreign Person nor a Prohibited Person under FIRPTA.

The foregoing representations are an express representation, which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Seller. Consummation of this Agreement by Seller with knowledge of any such breach shall not constitute a waiver or release by Seller of any claims arising out of or in connection with such breach. Purchaser's representation shall survive Closing for a period of twelve (12) months after Closing.

Article 7. AS IS TRANSACTION.

7.1 (A) THE PROPERTY IS SOLD BY SELLER AND ACQUIRED BY PURCHASER “**AS-IS, WHERE-IS, WITH ALL FAULTS**” WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT THE PROPERTY IS BEING CONVEYED BY SELLER TO PURCHASER WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, STATUTORY, COMMON LAW OR OTHERWISE, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE PROPERTY, OR WITH RESPECT TO THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND DOES NOT MAKE, AND PURCHASER HEREBY WAIVES AND RELEASES, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO WARRANTY OF CONDITION, SAFETY, INCOME POTENTIAL, OPERATING EXPENSES, USES, HABITABILITY, TENANTABILITY, OR SUITABILITY FOR ANY PURPOSE, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES SELLER HEREBY EXPRESSLY DISCLAIMS.

(B) EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS SUBSTANCES IN, ON OR UNDER THE PROPERTY, OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, PURCHASER SHALL BE DEEMED TO BE TAKING THE ASSETS “AS IS” AND “WHERE IS” WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, and PURCHASER IS RELYING ENTIRELY UPON INFORMATION AND KNOWLEDGE OBTAINED FROM ITS OWN INVESTIGATION, EXPERIENCE, OR PERSONAL INSPECTION OF THE PROPERTY.

7.2 Purchaser, its members, officers, employees, successors, assigns, agents and representatives hereby release Seller, its parent, affiliates, subsidiaries, officers, directors, employees, shareholders, contractors, successors, agents, insurers, and representatives from all Liabilities, whether known or unknown, to the extent caused by or arising out of or resulting from the environmental condition of the Property or arising under Environmental Laws whether such Liabilities are imposed by statute, or derived from common law, and all other comparable federal, state or local environmental, conservation or protection laws, rules or regulations relating to Hazardous Substances on,

under, or originating from the real property or interest being conveyed, to the extent that Seller did not generate or use such Hazardous Substances on the Property prior to the Closing Date. Purchaser hereby further releases and discharges Seller from any and all Liabilities which Purchaser may have against Seller in connection with or arising out of the environmental condition of the Property as of the Closing Date. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

Article 8. Indenture Release.

As of the Effective Date of this Agreement, Purchaser acknowledges that the Property is subject to the Seller's Indenture to Morgan Guaranty Trust Company of New York dated as of October 1, 1993 and recorded on October 12, 1993 in the Office of the Clerk and Recorder for the Adams County at Reception No. B1183903 and any supplements thereto ("Indenture"). Seller acknowledges and affirms that Purchaser's obligations to close the transaction described in this Agreement shall be subject to Seller obtaining a release of the Property from Seller's Indenture ("Indenture Release"). Seller shall promptly apply for the Indenture Release following the Effective Date of this Agreement. In the event Seller does not obtain the Indenture Release, for any reason, on or before April 1, 2021, Purchaser may elect, at its discretion, to terminate this Agreement, and the Agreement shall be null and void and of no further force or effect, and all parties shall be relieved of all liabilities and obligations hereunder. In the event Seller obtains the Indenture Release, the closing will occur on the Closing Date.

Article 9. Reserved Interests.

The Deed shall reserve to Seller easements for the maintenance of, and access to, utility improvements which are now, or may hereafter be, located on the property owned by Seller as set forth in the Deed (the "Reserved Interests"). Nothing in this Agreement shall require PSCo to abandon or in any manner forfeit its Reserved Interests in the future without just compensation or pay for any future relocation of the Facilities to accommodate development of the Property or adjacent property. In the event Purchaser subsequently sells, assigns, conveys or in any manner transfers the Property to the City of Commerce City, Adams County or any quasi-governmental metropolitan district, or any third party such transfer shall be subject to the Reserved Interests. It is understood and agreed that if Purchaser or its successors or assigns requests the relocation of any of the Facilities located on the Property, such relocation shall be at the expense of Purchaser or its successors or assigns and not Seller. In the event of a relocation, Seller would require a replacement easement to secure its Facilities.

Article 10. Condemnation.

If prior to Closing eminent domain proceedings are commenced against any material portion of the Property, Seller shall immediately give notice thereof to Purchaser, and Purchaser at its option (to be exercised within fifteen (15) days after Seller's notice) may either (a) terminate this Agreement, in which event the Agreement shall be null and void and of no further force or effect, and all parties shall be relieved of all liabilities and obligations hereunder, or (b) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding to the extent they exceed the Purchase Price. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser.

Article 11. Brokers.

Each of the parties represents to the other that such party has not incurred any brokerage commission or finder's fee as a result of this transaction. Each party agrees to indemnify and defend the other against and to hold the other harmless from any and all loss, cost, liability or expense (including but not limited to attorneys' fees and returned commissions) resulting from any claim for any brokerage commission or finder's fee by any person or entity based upon such acts or from payment of such real estate compensation to any person by the indemnifying

party or by any entity affiliated with the indemnifying party. The obligations of this provision shall expressly survive Closing or earlier termination of this Agreement.

Article 12. Termination by Seller and Default.

12.1 Termination by Seller. Subject to Purchaser's right to terminate this Agreement as provided herein including in the Articles hereof entitled "Indenture Release", "Condemnation", and "Default", in the event Purchaser fails to perform its obligations pursuant to this Agreement, Seller shall be entitled to terminate this Agreement upon occurrence of an uncured default by Purchaser.

12.2 Default. In the case of any default by Purchaser, and such default continues for a period of ten (10) days after Seller notifies Purchaser in writing of such event (except for a default consisting of Purchaser's failure or refusal to close, for which no notice will be required), Seller's exclusive remedies shall be termination of this Agreement. In the case of any default by Seller, and such default continues for a period of ten (10) days after Purchaser notifies Seller in writing of such event (except for a default consisting of Seller's failure or refusal to close, for which no notice will be required), upon Purchaser's option, Purchaser may terminate this Agreement. Purchaser also shall have the right to seek specific performance of this Agreement, provided that any action therefor is commenced within six (6) months after such right arises. Purchaser and Seller expressly waive any right to recover damages from the other party.

Article 13. Assignability.

Purchaser may not assign its rights under this Agreement, without the prior written consent of Seller; provided, however, Purchaser may assign this Agreement at any time without Seller's prior written consent to an entity in which Purchaser and/or its principals hold an equity, economic and/or controlling management interest by written notice to Seller of such assignment at or prior to the Closing.

Article 14. Notices.

Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Seller: Public Service Company of Colorado
 1800 Larimer Street, Suite 400
 Denver, Colorado 80202
 ATTN: Manager, Siting and Land Rights

With a copy to: Xcel Energy
 ATTN: Legal Department: Julie A. Stencel
 1800 Larimer Street, Suite 1400
 Denver, Colorado 80202

If to Purchaser:

With a copy to:

If to Title Company:

or to such party at such other address as such party, by ten (10) days prior written notice given as herein provided, shall designate. Any notice given in any other manner shall be effective only upon receipt by the addressee.

Article 15. Miscellaneous.

15.1 Entire Agreement; Right to Extend Performance; Modification. This Agreement embodies the entire agreement and understanding between Seller and Purchaser, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in writing executed by both Seller and Purchaser. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

15.1 No Merger. The terms of this Agreement shall survive and be enforceable after the Closing and shall not be merged therein.

15.2 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Colorado.

15.3 Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

15.4 Time of the Essence. Time is of the essence under this Agreement.

15.5 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Seller or Purchaser merely because of their respective efforts in preparing it.

15.6 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings:

- (i) “including” shall mean “including but not limited to”,
- (ii) “terms” shall mean “terms, provisions, duties, covenants, conditions, representations, warranties and indemnities”,
- (iii) “any of the Property” shall mean “the Property or any part thereof or interest therein”, as the case may be,
- (iv) “rights” shall mean “rights, duties and obligations”,
- (v) “liabilities” shall mean “liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys’ fees”,
- (vi) “incurred by” shall mean “imposed upon or suffered or incurred or paid by or asserted against”,
- (vii) “applicable law” shall mean “all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations”,
- (viii) “about the Property” shall mean “in, on, under or about the Property”,
- (ix) “operation” shall mean “use, non-use, possession, occupancy, condition, operation, maintenance or management”, and
- (x) “this transaction” shall mean “the purchase, sale and related transactions contemplated by this Agreement”.

15.7 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Seller and Purchaser.

15.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

15.9 Recording. Neither party shall record this Agreement. The Deed and the Indenture Release shall be recorded.

15.10 Electronic Signatures and Electronic Records. Seller consents to the use of electronic signatures. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of _____, 2020.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, 20__, before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By: _____

Its: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by of
Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Property

EXHIBIT B

After recording, return to:

QUITCLAIM DEED

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, whose street address is 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (“Grantor”), for good and valuable consideration of the sum of Ten Dollars (\$10.00), the receipt and adequacy of such consideration is acknowledged, hereby sells and quitclaims to _____ (“Grantee”), whose address is _____, the real property in the City of Commerce City, County of Adams, State of Colorado, described in Exhibit 1, attached hereto and incorporated herein with all appurtenances thereto (the “Property”), but excepting and reserving unto Grantor, the easements, rights and interests in the Property described on Exhibit 2 hereto (“Reserved Interests”) and subject to the title exceptions described in Exhibit 3 hereto (“Permitted Exceptions”).

(1) The Property is sold by Grantor and acquired by Grantee “As-Is, Where- Is, With All Faults” with no right of set-off or reduction in the purchase price and without representation, covenant, or warranty of any kind, express or implied, either oral or written, statutory, common law or otherwise, made by Grantor or any agent or representative of Grantor with respect to the physical or structural condition of the Property or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body (subject to the following clause). Grantee acknowledges and agrees Grantor has not made and does not make, and Grantee waives and releases, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to warranty of condition, safety, income potential, operating expenses, uses, habitability, tenantability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Grantor hereby expressly disclaims.

Further, Grantor has not made any representation or warranty regarding any matter or circumstance relating to Environmental Laws, the release of Hazardous Substances in, on or under the property, or the protection of human health, safety, natural resources or the environment, or any other environmental condition of the property, and nothing in this agreement or otherwise shall be construed as such a representation or warranty, and Grantee shall be deemed to be taking the assets “as is” and “where is” with all faults for purposes of their environmental condition, and Grantee is relying entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the property.

(2) Grantee, its members, directors, employees, successors, assigns, agents and representatives hereby release Grantor, its parent, affiliates, subsidiaries, officers, directors, employees shareholders, contractors, successors, agents insurers, and representatives from all Liabilities, whether known or unknown, to the extent caused by or arising out of or resulting from the environmental condition of the Property or arising under Environmental Laws whether such Liabilities are imposed by statute, or derived from common law, and all other comparable federal, state or local environmental, conservation or protection laws, rules or regulations relating to Hazardous Substances on, under, or originating from the real property or interest being conveyed, to the extent that Grantor did not generate or use such Hazardous Substances on the Property prior to the Closing Date. Grantee hereby further releases and discharges Grantor from any and all Liabilities which Grantee may have against Grantor in connection with or arising out of the environmental condition of the Property as of the Closing Date.

(3) Definitions:

Environmental Laws. Any federal, state, or local laws (including common laws), statutes, regulations, ordinances, codes, orders, or decrees issued or promulgated by any governmental authority relating to the prevention of pollution, preservation and restoration of environmental quality, protection of human health, the environment and natural resources (including air, surface water, groundwater or land), or the release, use, generation, handling, storage, treatment, transportation, or disposal of Hazardous Substances, including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (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. § 6901, et seq.), the Federal Water Pollution n Control Act, (33 U.S.C. § 1251, et seq.), and the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended.

Hazardous Substances. Any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, chemical ls, or other materials that are listed in, regulated by, or may form the basis of any liability under, any Environmental Laws.

Liability or Liabilities. Any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing.

Dated this _____ day of _____, 2020.

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By _____

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____ of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

(Property Legal Description)

Reserving unto Grantor (“PSCo”) the following right, interests and easements (“Reserved Interests”):

A perpetual, non-exclusive easement only for the transmission and distribution of electricity, for the transmission and distribution of natural gas and communication signals, and the repair, like kind replacement and maintenance of existing utility facilities, both overhead and underground, including poles, pipes and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”) on, over, under, and across the following described premises:

SEE ATTACHMENT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (the “Easement Area”),

Grantor reserves all right title and interest to the Facilities.

Together with the right and authority in PSCo, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to (1) enter at all times upon said Property to survey, mark and sign the Easement Area or the Facilities, construct, install, operate, repair, remove, replace with similar Facilities, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain the Facilities; (2) have full right and authority to cut, remove, trim, or otherwise control (including without limitation by applying herbicides in accordance with applicable laws, rules and regulations), all trees, brush, and other growth which might interfere with or endanger the Facilities; (3) permit the joint use by others of rights of way and conduit for similar purposes and for such other uses as may be required by law; and (4) have reasonable access to, and ingress and egress for personnel, equipment and vehicles over and across said Property in connection with PSCo’s exercise of its rights associated with the Facilities.

No buildings, structures, signs, wells or other objects (other than those permitted under the ROW) may be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantee, including trees, shrubs and fences that will or may be an unreasonable interference with Grantor’s Reserved Interests, without the prior written consent of Grantor. Grantee, for itself and its successors and assigns, agrees it will not perform any act within the Easement Area that may unreasonably interfere with or endanger the Facilities and further agrees that its use of the Property shall be consistent with the Reserved Interests. It is understood and agreed that if Grantee requests the relocation of any of the Facilities located on the Property, such relocation shall be at the expense of Grantee.

**Of XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO HIGH VOLTAGE
ELECTRIC TRANSMISSIONLINE 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 31 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.

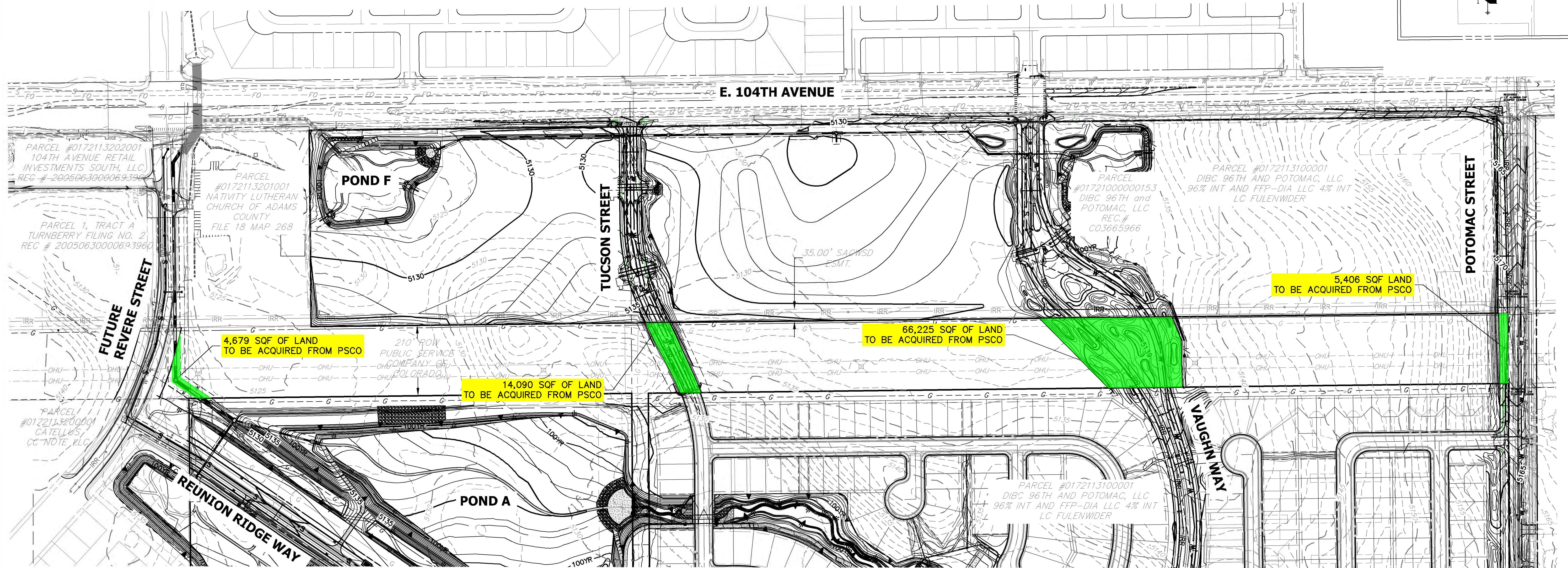
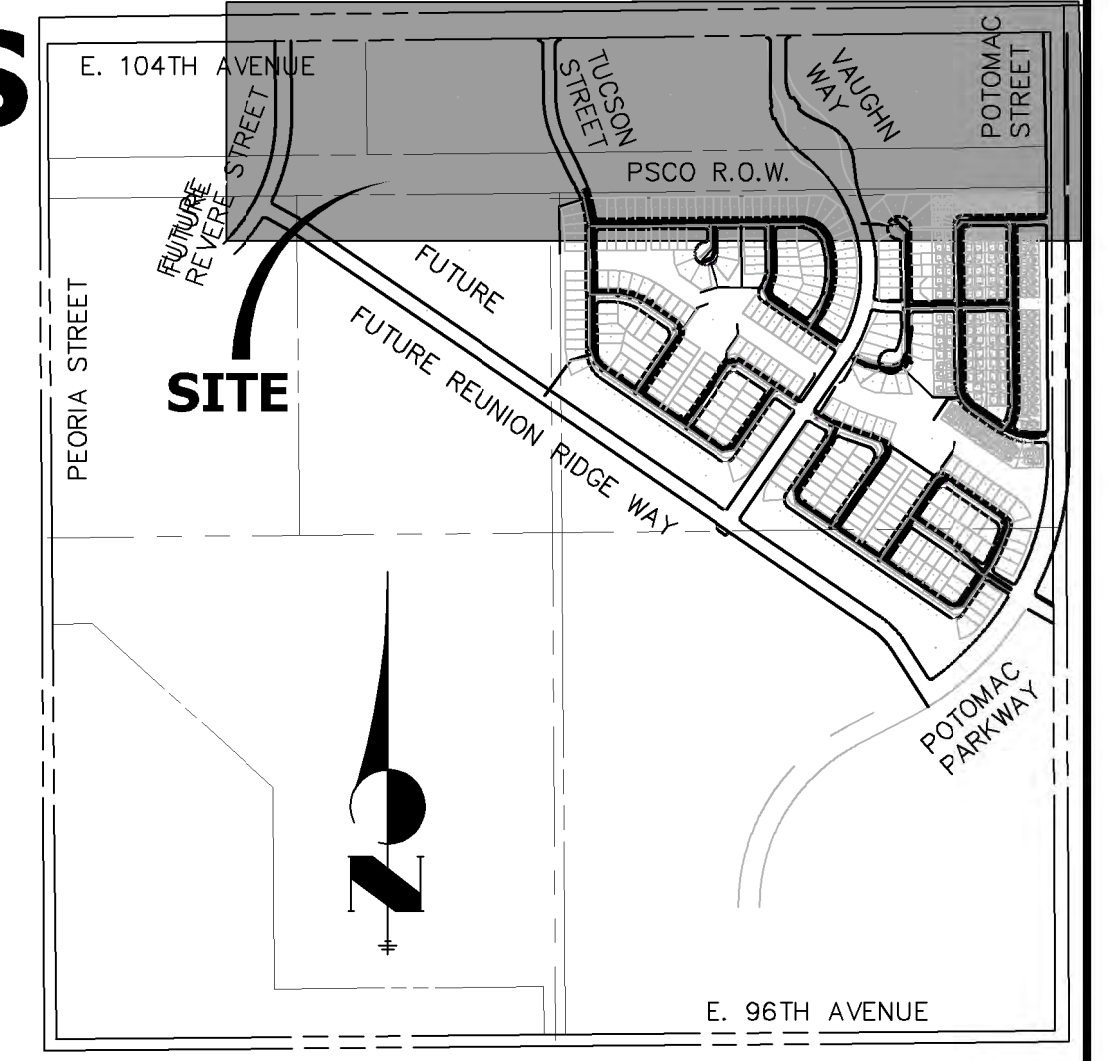
When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement.

PLAN AHEAD AND

FOLLOW THESE INSTRUCTIONS – IT COULD SAVE A LIFE

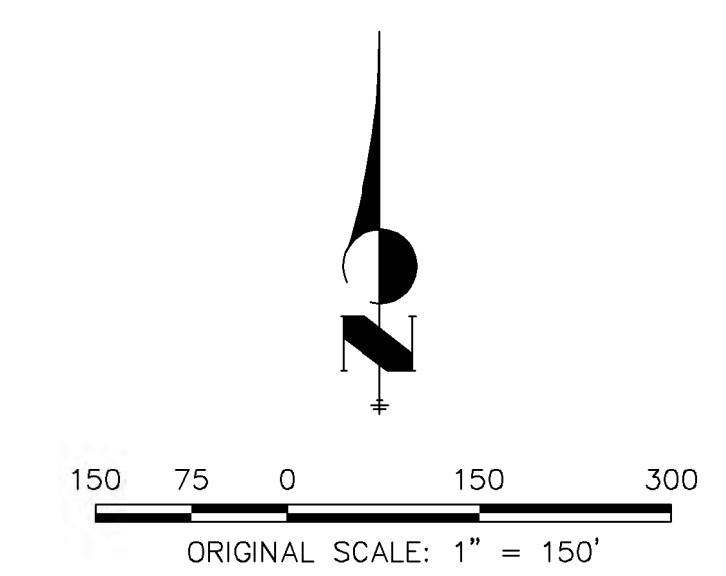
VILLAGE 9-REUNION RIDGE PHASE 1 DISTRICT IMPROVEMENTS

PUBLIC SERVICE COMPANY RIGHT OF WAY ACQUISITION EXHIBIT



LEGEND

	PROPOSED 6" VERTICAL CURB AND GUTTER		PROPOSED STORM SEWER		EXISTING POTABLE WATER LINE		EXISTING EASEMENT
	FUTURE 6" VERTICAL CURB AND GUTTER		PROPOSED EASEMENT		EXISTING SANITARY SEWER		EXISTING SECTION LINE
	PROPOSED POTABLE WATER LINE		PROPOSED MAJOR CONTOUR		EXISTING NON-POTABLE WATER LINE		EXISTING MAJOR CONTOUR
	PROPOSED SANITARY SEWER		PROPOSED MINOR CONTOUR		EXISTING STORM SEWER		EXISTING MINOR CONTOUR
	PROPOSED NON-POTABLE WATER LINE		EXISTING CURB AND GUTTER		EXISTING PROPERTY LINE		PROPOSED ROW ACQUISITION AREA



PSCO ROW ACQUISITION EXHIBIT
REUNION RIDGE FILING 1
JOB NO. 14421.29
12/10/2020
SHEET 1 OF 1



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com