

## LICENSE AGREEMENT

This LICENSE AGREEMENT is made this 13<sup>th</sup> day of June 2018 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and ConocoPhillips Company, a Delaware corporation hereinafter called the "Licensee."

### RECITALS

- A. PSCo is the fee owner of certain real property described on **Exhibit A**, attached hereto and made a part hereof ("the Property"), and desires to protect and preserve the utility facilities located thereon and the future use of said Property for utility purposes.
- B. Licensee desires to make certain improvements or installations in, on, under or along the Property as more particularly shown on **Exhibit B**, 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 B** 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 B** 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 B** 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 B** in connection with the Licensed Facility and for no other purpose.

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. Licensee shall not interfere with PSCo's activities or facilities on the Property, and the 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

5. 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 will notify Licensee in writing. Within 90 days of Licensee's receipt of such notice, PSCo and Licensee will meet, and in good faith, attempt to reach a mutually agreeable mitigation plan to remedy or abate the interference identified in the notice. Any mitigation plan agreed to will be at Licensee's sole expense, and must include the manner and time period of performance. If it is determined that the interference with PSCo's facilities cannot be mitigated, or a mutual agreement is not reached within 90 days of Licensee's receipt of such notice, Licensee, at its sole expense, will remove the Licensed Facilities within 90 days of the determination that mitigation is not feasible or the failure to agree on a mitigation plan. . If any amendment to the license agreement is necessary due to the above referenced mitigation or relocation, both parties agree to execute said amendment in a timely manner. In the event that the 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 terminate license and require immediate removal, relocation, or modification of the Licensee's facilities to eliminate such interference or hazard, or may suspend the 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 License Facility to a different location on the Property as part of a mitigation plan, in its sole and absolute discretion.

6. 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.

7. 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.

8. Licensee agrees that it shall not begin construction on the Property until the 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, the Licensee shall contact PSCo's Electric Transmission Lines department at (303) 273-4669 at least four 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.

9. 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.

10. Licensee agrees and understands that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the 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.

11. 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.

12. 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.

13. **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 laws; (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 the Licensee, or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property.

(d) The 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 the 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, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates;

(iv) Claims arising from, or alleged to be arising in any way from, the acts or omissions of the 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 substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

(f) 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 negligence, gross negligence, or willful misconduct of PSCo, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.

14. 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 the Licensee, PSCo, the direct or indirect delegee, 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) Pollution Legal Liability Insurance, with minimum limits of five million dollars (\$5,000,000) each claim and in the aggregate.

(v) 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;

(vi) 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.

(d) Notwithstanding the above, Licensee may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law. Upon request, Licensee shall provide PSCo with a letter of self-insurance evidencing its compliance with this clause.

15. 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, the 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 8 regarding Plans and Specifications.

16. 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.

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

18. Upon the abandonment of the use of the Property by Licensee for a period of time of 180 consecutive days after the initial construction of the Licensed Facility, the License herein granted 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 ninety (90) 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 the Licensee. The provisions of this Section shall survive expiration or termination of this License.

19. 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.

20. 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.

21. 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.

22. 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.

23. **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.

24. 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. Except to the extent attributable to the gross negligence, or willful misconduct of PSCo or any party acting on behalf of PSCo, 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 such Claims arising out of loss, damage, or destruction of such items.

25. Licensee shall bear the sole obligation of obtaining such other authority or rights as the 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.

26. **Introduction of Hazardous Materials.** Consistent with applicable law and as may be reasonably necessary to facilitate Licensee's use of the Property, Licensee will be permitted to transport on the Property equipment and material, including Hazardous Materials. In the event Licensee brings Hazardous Materials onto the Property, Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall not cause, or permit to be caused any Hazardous Materials to be released, dumped, spilled, permanently stored, or deposited on, over or beneath the Property, or any other lands owned by PSCo impacted by the license granted herein. 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.

27. **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.

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

29. **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 laws, 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.

30. 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, 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.

31. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Grantee 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).

32. 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, Colorado 80202  
   Attention: Manager, Siting and Land Rights  
   PSCo Doc No. 1698

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:                ConocoPhillips Company  
   Real Property Administration  
   PO Box 7500  
   Bartlesville, OK 75005-7500

With a copy to:                ConocoPhillips Company  
   Attn: Maxwell Blair, Surface Land

34501 East Quincy Avenue, Building 1  
Watkins, CO 80137  
Phone: 303-268-3711  
Fax 303-268-3730

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

33. 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, 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.

34. (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.

(f) If a dispute arises among the parties under the terms of this License Agreement, each party shall bear its own costs of dispute resolution and/or litigation costs, including but not limited to attorney's fees.

35. 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, in-house or third party costs incurred in connection with the review of **Exhibit B** and the Plans and Specifications (including revisions or modifications thereof).

36. 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: Michael E. Diehl  
Michael E. Diehl, Manager  
Siting & Land Rights  
Public Service Company of Colorado

Agreed to and accepted by Licensee this 12<sup>th</sup> day of June 2018.

CONOCOPHILLIPS COMPANY

J.D. Adkins  
J.D. Adkins, Attorney in Fact  
Manager RBU Surface Land

34501 East Quincy Avenue, Bldg. 1  
Watkins, Colorado 80137

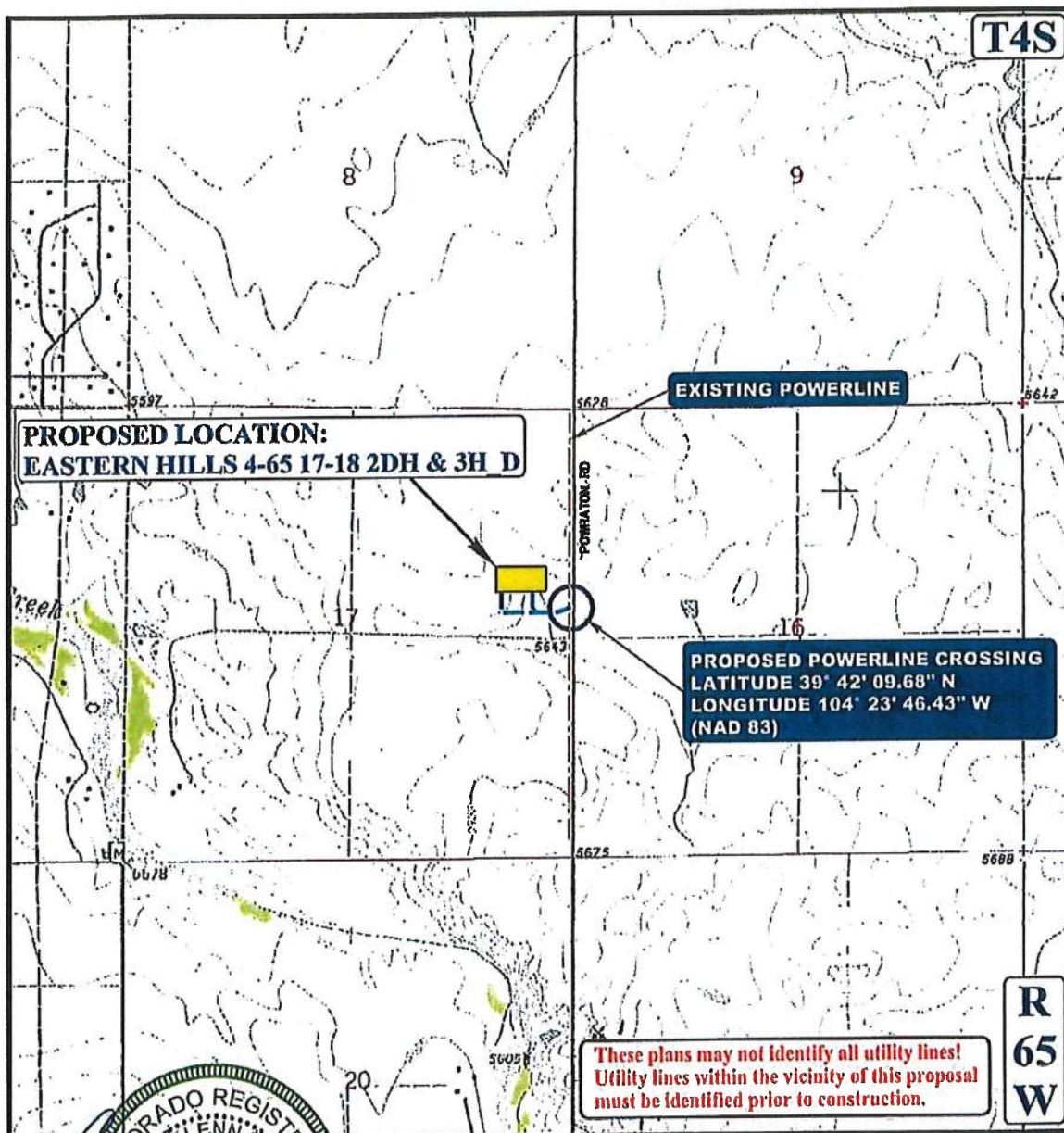
Exhibit A

Legal Description of the Property

The East 210 feet of Section 17, Township 4 South , Range 65 West, 6<sup>th</sup> P.M., County of Arapahoe,  
State of Colorado.

# Exhibit B 1 of 2

**CONOCOPHILLIPS COMPANY**  
**EASTERN HILLS 4-65 17-18 2DH & 3H\_D**  
**PROPOSED POWERLINE CROSSING**  
LOCATED IN ARAPAHOE COUNTY, COLORADO  
SEC. 17, T4S, R65W, 6TH P.M.



RESPONSIBLE ENGINEER

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|---------------------|----------|
| PLAN & PROFILE..... | SHEET P1 |



**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

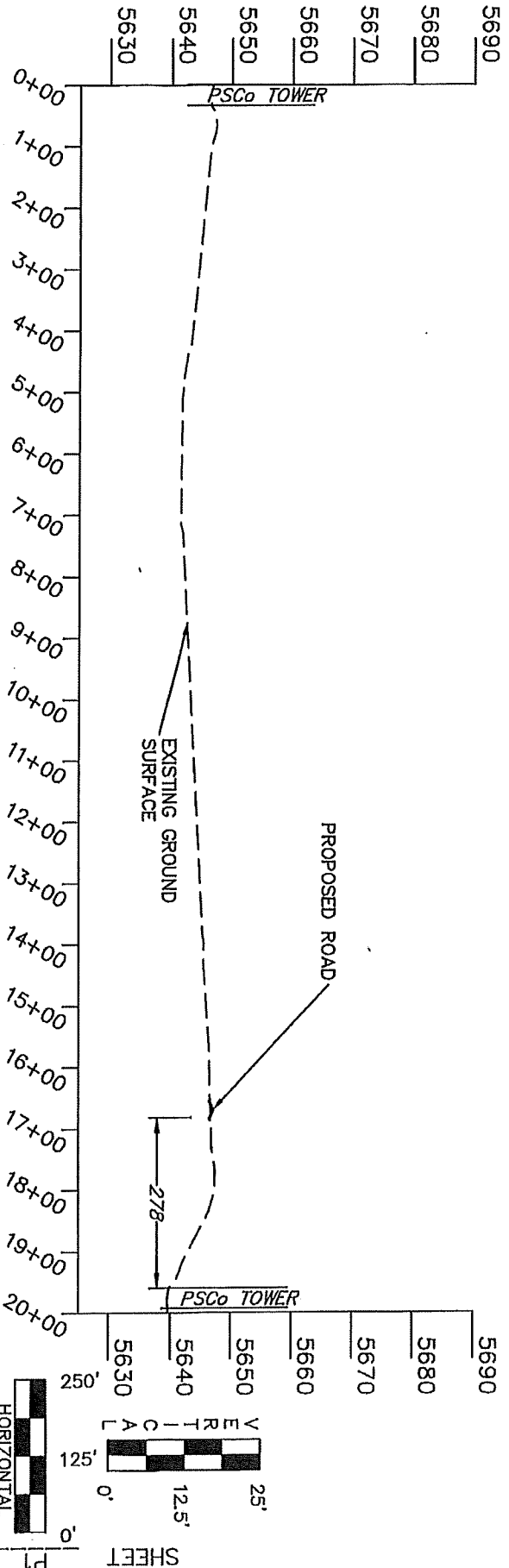
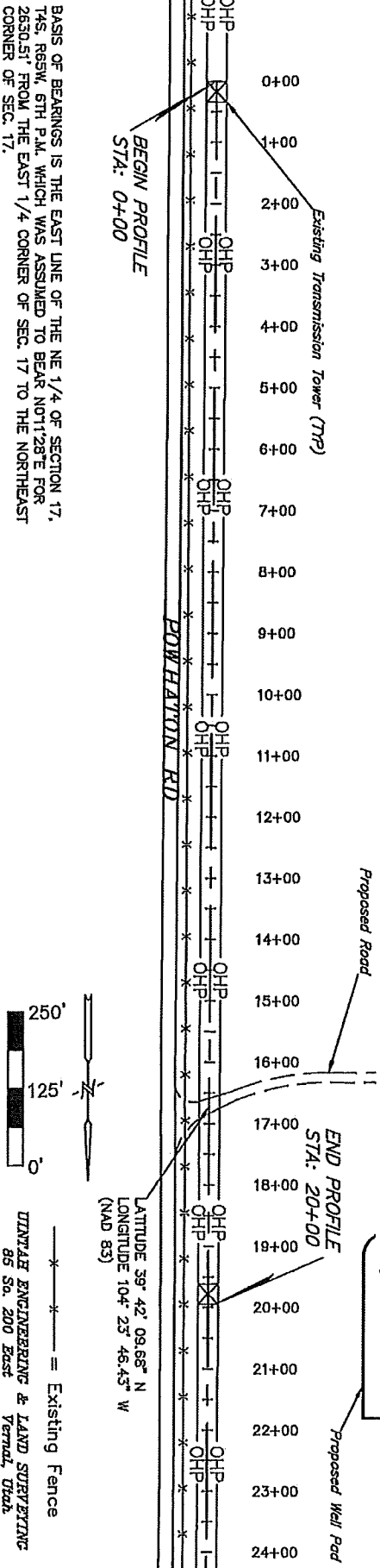
|                  |                        |
|------------------|------------------------|
| DRAWN BY: SGT    | DATE DRAWN: 12-26-2017 |
| SCALE: 1"=2,000' | REVISED:               |
| ACCESS ROAD      | COVER                  |

# Exhibit B 2 of 2

- NOTE**
- BEGIN PROFILE STATION 0+00 BEARS S02°59'08"W, 1463.736' FROM THE EAST 1/4 CORNER OF SECTION 17, T4S, R65W, 6TH P.M.
  - END PROFILE STATION 20+00 BEARS N07°11'11"W, 542.51' FROM THE EAST 1/4 CORNER OF SECTION 17, T4S, R65W, 6TH P.M.

## CONOCOPHILLIPS COMPANY EASTERN HILLS 4-65 17-18 2DH & 3H\_D (Proposed Powerline Crossing) PLAN & PROFILE

Sec. 17, T4S, R65W, 6TH P.M.  
Date: 12-26-2017 By: SGT





## Exhibit C

### Detailed description of the Licensed Facility:

1. Licensee will create, use, and maintain a road for access to its oil and gas wells and facilities located on lands adjacent to the Property.

### Conditions of use of the Property:

1. Licensee will add no more than one (1) foot of fill for said road.

### The following are attachments to this License Agreement:

1. A depiction showing the proposed location of the Licenses Facility in relation to existing buildings, utility facilities or other PSCo improvements.
2. As-built map showing the actual location of the Licensed Facility and calling out all deviations no later than thirty (30) days after completion of construction.

## **EXHIBIT D**

### **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 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. For encroachment review and approval, please call (303) 571-7799.

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