

Joint Funding Agreement
(Xcel Off-site Distribution Line Extension)

This Joint Funding Agreement (the "Agreement") is entered into as of the __ day of _____, 2025, by and among the Town of Erie, a Colorado home rule municipality (the "Town"), RANCHWOOD, LLC, a Colorado limited liability company ("Ranchwood"), Erie Four Corners, LLC, a Colorado limited liability company ("EFC"), FDG-MEQ ERIE LLC, a Colorado limited liability company ("FDG"), and Toll Southwest LLC, a Delaware limited liability company ("Toll") (each a "Party and collectively the "Parties").

Whereas, the Town owns the real property legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Town Property");

Whereas, Ranchwood owns the real property legally described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Ranchwood Property");

Whereas, EFC owns the real property legally described in **Exhibit C** attached hereto and incorporated herein by this reference (the "EFC Property");

Whereas, FDG owns the real property legally described in **Exhibit D** attached hereto and incorporated herein by this reference (the "FDG Property");

Whereas, Toll owns the real property legally described in **Exhibit E**, attached hereto and incorporated herein by this reference (the "Toll Property").

Whereas, the Town Property, Ranchwood Property, EFC Property, FDG Property and Toll Property (collectively, the "Properties") form a portion of the Erie Town Center development and Xcel Energy, Inc. ("Xcel") provides electric service to the Properties;

Whereas, Xcel's electric capacity in this area is inadequate to provide service to the planned developments of the Properties and the ultimate development of the Properties requires an off-site distribution line extension to increase electric capacity to properly service the Properties (the "Project");

Whereas, the Parties acknowledge that each of the Properties will benefit from the Project, and that it is in their respective best interests for Xcel to construct the Project in a timely and efficient manner in order for the benefitted Properties to develop; and

Whereas, the Parties have agreed to share the costs, including certain design, engineering, construction, administrative and related costs of the Project, subject to and in accordance with the terms and conditions set forth herein.

Now, therefore, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the shared funding of Xcel's construction of the Project pursuant to the Off-site Distribution Line Extension Agreement (Electric) dated December 30, 2024 (the "Xcel Agreement"), a copy of which is attached hereto as **Exhibit F** and incorporated herein by this reference. Under the Xcel Agreement, Xcel has agreed to be responsible for the design, bid, construction and installation of the Project.

2. Initial Project Payment. To design and complete plans and specifications for the construction of the Project (the "Plans") and to construct the Project pursuant to the Plans, Xcel requires an initial payment of \$1,206,507.21 (the "Initial Project Payment").

3. Sharing of Initial Project Payment. The Parties agree that the Initial Project Payment shall be funded by each of them as follows (each an "Allocated Share"):

Town	\$411,418.96
Ranchwood	\$269,051.11
EFC	\$209,932.25
FDG	\$125,476.75
Toll	\$190,628.14

4. Surplus Costs. According to the terms of the Xcel Agreement, Xcel does not reconcile the Initial Project Payment amount with Xcel's actual cost to design and construct the Project, and if the Initial Project Payment exceeds Xcel's actual cost, Xcel will not return any excess funds. Also pursuant to the Xcel Agreement, Xcel reserves the right to impose surcharges for additional Project costs not accounted for or incorporated into the Initial Project Payment, including without limitation delays, obstructions, permit fees, frost conditions or rock conditions (the "Surplus Costs").

5. Sharing of Surplus Costs. The Parties acknowledge that the Town cannot lawfully commit to a payment of an undesignated sum, because such a commitment would violate both Article X, § 20 of the Colorado Constitution ("TABOR") and the Local Government Budget Law, C.R.S. § 29-1-101. Understanding that any commitment from the Town is subject to a valid appropriation by the Erie Town Council, the Parties agree that any Surplus Costs shall be funded by each of the according to the percentages set forth below:

Town	34.1%
Ranchwood	22.3%
EFC	17.4%
FDG	10.4%

Toll

15.8%

6. Funding; Escrow.

a. Within 30 days after the Effective Date, each Party shall remit to First American Title Company (the "Escrow Agent") such Party's Allocated Share. Such amounts shall be held by the Escrow Agent in an interest bearing federally insured depository account reasonably acceptable to the Parties (the "Escrow Account"). All interest earned on funds held in the Escrow Account shall be credited to each Party in proportion to its amount of the Initial Project Payment. Immediately following the funding of the amount required by the Xcel Agreement, the Escrow Agent shall release the Initial Project Payment to Xcel for the sole purpose of payment of Project costs pursuant to the Xcel Agreement.

b. Within 30 days after notice from Xcel regarding any Surplus Costs, each Party shall remit to the Escrow Agent such Party's share of the Surplus Costs; provided that, if the Town has not appropriated for the Town's share, each other Party's share shall be equitably reapportioned. Such amounts shall be held in the Escrow Account. All interest earned on funds held in the Escrow Account shall be credited to each Party in proportion to its amount of the Surplus Costs. Immediately following the funding of the amount required by the Xcel Agreement, the Escrow Agent shall release the Surplus Costs to Xcel for the sole purpose of payment of Surplus Costs pursuant to the Xcel Agreement.

7. Cooperation; Construction Licenses; Easements.

a. Each Party shall act in good faith and use diligent efforts to assist and cooperate with the other Parties in doing all things reasonably necessary to complete the Project contemplated by this Agreement and so that the Parties can perform their respective obligations under the Xcel Agreement.

b. The Parties shall cooperate with each other regarding the timing of work, so that the work does not unreasonably interfere with the applicable owner's use of the Properties, as applicable.

8. Default. Time is of the essence. If a Party defaults in the performance of any of its material obligations under this Agreement, any non-defaulting Party may give written notice of the default to other Parties hereto. If such notice is given and the default is not cured by the defaulting Party within 14 days after receipt of such notice, the non-defaulting Parties shall have such rights and remedies as are available at law or in equity, but in no event shall any Party recover damages (including but not limited to lost profits, consequential, and punitive damages) other than actual damages for such default; provided that in no event shall specific performance be a remedy against the Town.

9. Miscellaneous.

a. *Notice.* All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served upon personal delivery or one business day after deposit with a nationally recognized overnight courier for next-day or next-business-day delivery, to the address of the intended recipient at its address as set forth below, or to such other addresses as a Party may from time to time designate in writing and deliver to the other Parties in a like manner:

To the Town: Town Manager
645 Holbrook St.
P.O. Box 750
Erie, Colorado 80516
Phone: 303-926-2777

To Ranchwood: Ranchwood, LLC
1230 Red Ash Lane
Boulder, Colorado 80303
Attn: Ward Ritter
Phone: 303-545-2554
E-mail: ward.ritter@charteredcompanies.com

To EFC: Erie Four Corners LLC
6640 Gunpark Dr #103
Boulder CO 80301-7001
Attn: Walt Pounds
Phone: 303-641-8188

To FDG: FDG MEQ Erie, LLC
240 Saint Paul Street, Suite 400
Denver, Colorado 80206
Attn: Legal Department (Edie Suhr)
Phone: 303-501-8834

To Toll: Toll Southwest, LLC
7100 E Belleview Ave, Suite 200
Greenwood Village, Colorado 80111
Attn: Tim Westbrook
Phone: 303-653-8039
E-mail: twestbrook@tollbrothers.com

b. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties relating to the Project and sets forth the rights, duties and obligations of each Party to the other as of the Effective Date. Any prior agreements, promises, negotiations

or representations relating to the Project and not expressly set forth in this Agreement are of no force and effect.

c. *Modification.* This Agreement may not be supplemented, amended or modified except in a writing executed by the Parties.

d. *Interpretation.* The Parties acknowledge that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

e. *Governing Law and Venue.* This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than Colorado law. Exclusive venue for all actions arising from this Agreement shall be in the District Court in and for Boulder County, Colorado.

f. *Severability.* If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties all agree that the severed provision does not alter the intent or purpose of this Agreement.

g. *Binding Effect.* This Agreement is a covenant that runs with the Properties and is binding upon each Party and their respective successors and assigns, and any and all grantees or transferees of the Parties that take title to the respective Properties or any portion thereof.

h. *Subordination.* If any of the Properties are encumbered by a mortgage or deed of trust, then the applicable Party shall be obligated to obtain a commercially reasonable subordination, recognition and non-disturbance agreement from the beneficiary under such mortgage or deed of trust (the "Lender") which provides that in the event of foreclosure or other acquisition of any portion of such Property by Lender, its successors or assigns, such Party will take ownership of the Property subject to the terms and conditions of this Agreement.

i. *No Partnership.* It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly

reserved to the Parties, except insofar as the rights and obligations of the Parties have been assigned in accordance with the provisions of this Agreement

j. *Third Parties.* Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

k. *No Waiver.* No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

l. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Ranchwood:

Ranchwood, LLC, a Colorado limited liability company

By: Chartered Development Corporation, its Manager

By: [Signature]
Ward Ritter, President

State of Colorado)
) ss.
County of Boulder)

The foregoing document was acknowledged before me this 3rd day of March, 2025, by Ward Ritter as President of Chartered Development Corporation, Manager of Ranchwood, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 5/1/2027

JACOB LUNDQUIST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194016618
MY COMMISSION EXPIRES MAY 1, 2027

[Signature]
Notary Public

EFC:

WALT POUNDS

By:

Its:

Walt Pounds
MANAGER

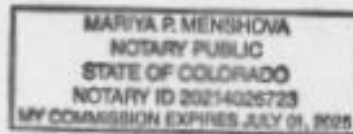
State of Colorado)
County of Boulder) ss.

The foregoing document was acknowledged before me this 7th day of March, 2025, by Walt Pounds as manager of Erie Four Corners, LLC.

Witness my hand and official seal.

My commission expires: 07/01/2025

Mariya
Notary Public



FDG:

FDG MEQ ERIE, LLC,
a Colorado limited liability company

By: Forum Management, Inc.,
a Colorado corporation

By: *[Signature]*

Name: Edie M. Suhr

Title: Vice President

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing document was acknowledged before me this 3rd day of March, 2025, by Edie M. Suhr as Vice President of Forum Management, Inc., a Colorado corporation, as Manager of FDG MEQ Erie, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

KATHLEEN KIMSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104058228
MY COMMISSION EXPIRES JULY 15, 2026

Kathleen Kimsey
Notary Public
My commission expires: July 15, 2026

Toll:

By:

Its: VICE PRESIDENT, LD

State of Colorado)
County of Arapahoe) ss.

The foregoing document was acknowledged before me this 3 day of March, 2025, by Tim Westbrook as Vice Pres LD of Toll Southwest LLC.

Witness my hand and official seal.

My commission expires: Nov 30, 2025

Joyce M Bish
Notary Public

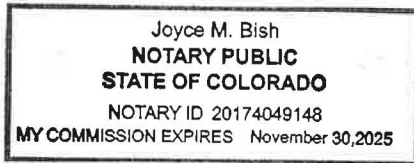


Exhibit A

Town Property

Tract A, Ranchwood Minor Subdivision. Located in the East Half of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6th Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

FOR INFORMATIONAL PURPOSES ONLY:

Boulder County Assessor Parcel No. R0511537 / 146524110001

Exhibit B

Ranchwood Property

Tract B, Ranchwood Minor Subdivision. Located in the East Half of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6th Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

FOR INFORMATIONAL PURPOSES ONLY:

Boulder County Assessor Parcel No. R0511538 / 146524110002

Exhibit C

EFC Property

LOT 1 AND 2, BLOCK 6,
LOT 1, BLOCK 7,
LOT 16, BLOCK 8,
ERIE FOUR CORNERS SUBDIVISION FILING NO. 1,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit D

FDG Property

LOT 6, BLOCK 4 AND LOT 1, BLOCK 6,
ERIE FOUR CORNERS SUBDIVISION FILING NO. 1,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit E

Toll Property

LOTS 1 THROUGH 35, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 54, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 69, INCLUSIVE, BLOCK 3,
TRACTS A THROUGH Z, INCLUSIVE,
ERIE FOUR CORNERS SUBDIVISION FILING NO. 1,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit F

Xcel Agreement

Account No. XX-0014924608-X
Job No. 14112585
Job Address ERIE FOUR CORNERS
ERIE, CO 80516



Public Service Company of Colorado
4400 Kittredge St., Suite 50
Denver, CO 80239

Dear TOLL SOUTHWEST LLC

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for
* Distribution Reinforcement

Your portion of the cost of this project is \$1,206,507.21. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - * Off-Site Distribution Extension Agreement (Electric)
 - * Non-Refundable Quote Letter
 - * Frost Agreement
 - * Contingency List

- **Additional enclosures:**
 - * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Zed Padgett
Contractor, Prof Consultant
4400 Kittredge St., Suite 50
Denver, CO 80239
Primoris Services Corporation
Zedekiah.S.Padgett@xcelenergy.com
3032418859

Updated 01/16/2023
Version 3



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy
C/O Deluxe - Lockbox # 5553
3000 Kellway Dr Ste 120
Carrollton, TX 75006

Overnight delivery contact phone number: 612.216.7976

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 660553
Dallas, TX 75266-0553

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

OFF-SITE DISTRIBUTION LINE EXTENSION AGREEMENT (ELECTRIC)

This Off-Site Distribution Line Extension Agreement (the “Agreement”), is dated as of December 30, 2024 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and TOLL SOUTHWEST LLC (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the Off-Site Distribution Line Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of Applicant will be based upon Company’s estimate of the cost of constructing and installing the facilities necessary to adequately supply the Off-Site Distribution Line Extension requested by Applicant, less an Off-Site Distribution Line Extension Credit. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary Off-Site Distribution Line Extension to provide electric service to serve ERIE FOUR CORNERS in the City or Town of ERIE in the County of WELD in the State of Colorado (“Service”). Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service (choose one)	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Underground/Overhead (choose one or both)	<input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead
Phase (choose one)	<input type="checkbox"/> Single-Phase <input checked="" type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Solar <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

2. Service Class of Applicant. Applicant [is / is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	<input checked="" type="checkbox"/>
Schedules RD, RD-TDR	<input type="checkbox"/>
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	<input type="checkbox"/>
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	<input type="checkbox"/>
Schedules PG, PST, PTOU, PG-CPP	<input type="checkbox"/>

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated On-Site Distribution Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the “Associated Agreements”). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of Off-Site Distribution Line Extension. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested Off-Site Distribution Line Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company’s engineering design for the Off-Site Distribution Line Extension includes the following:

Category	Project-Specific Information
Point of Interconnection between Off-Site Distribution Line Extension with Company’s electric distribution system	2
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities	0
ADDITIONAL CIRCUMSTANCES*	
Distribution Reinforcements (if any)	
Excess Facilities (if any)	(2) PMH-10's
Uneconomic Extensions (if any)	
ATO/MTO Dual Feeder Service (if any)	
Other Considerations/Special Items (if any)	AVERY SUBSTATION
* Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; Uneconomic Extensions; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the Off-Site Distribution Line Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations; Permit Obligations. Applicant shall comply with all construction obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
- a. In General. The estimated cost of all facilities necessary to construct and install the Off-Site Distribution Line Extension is calculated in accordance with the Policy and the Tariff (the “Estimated Construction Cost”). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. “Trench and backfill in rock conditions” shall include any construction activities that require the use of special construction techniques or special equipment.
- b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer’s electric service from Company, Company shall make such Distribution Reinforcement as follows:
- i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.
 - ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company’s cost to reinforce the system necessary to serve Applicant’s total load and the Construction Allowance shall be based on the difference between the Applicant’s current maximum Demand over the previous twelve (12) months and Company’s estimate of Applicant’s projected total load.
 - iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company’s facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
 - iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company’s cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant’s total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
 - v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant’s additional load
- and applicant’s Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.

- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.
- d. The Estimated Construction Cost is: \$ 1,855,580.95

7. Calculation of Total Credit: Off-Site Distribution Line Extension Credit and Excess Construction Allowance.

- a. Off-Site Distribution Line Extension Credit/Excess Construction Allowance. The Off-Site Distribution Line Extension Credit and the excess Construction Allowance are each calculated as provided by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Off-Site Distribution Line Extension Credit is a thirty-five percent (35%) credit applied to Applicant’s Estimated Construction Costs for the Off-Site Distribution Line Extension. To the extent applicable, the calculation of the Off-Site Distribution Line Extension Credit shall not consider any alternate feeders. **The Off-Site Distribution Line Extension Credit is available if Permanent Service or Indeterminate Service is designated, but is not available if Temporary Service is designated** (see Section 1 above).

To the extent there is excess Construction Allowance arising out of and pursuant to an associated On-Site Distribution Extension Agreement by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder, then the Off-Site Distribution Line Extension Credit, as applicable, shall be applied only after the excess Construction Allowance has been first applied. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

The calculation of the Off-Site Distribution Line Extension Credit is as follows:

Line	Calculation of Off-Site Distribution Line Extension Credit*	Amount
1	Estimated Construction Cost (see Section 6 above)	\$ 1,855,580.95
2	Estimated Cost of Alternate Feeder(s) (if any)**	
3	Excess Construction Allowance from On-Site Distribution Extension requested by the same Applicant (if applicable)*** (as calculated in accordance with Applicant’s associated On-Site Distribution Extension Agreement)	
4	Subtract Lines 2 and 3 from Line 1	\$ 1,855,580.95
5	Multiply Line 4 by <u>35%</u>	(x <u>35%</u>)
6	Off-Site Distribution Line Extension Credit	\$ 649,453.33
<p>* The Off-Site Distribution Line Extension Credit is not available if Temporary Service is designated (see Section 1 above).</p> <p>** Additional considerations for Alternate Feeder(s) may be warranted if Applicant has designated Network Service or ATO/MTO Service. In such circumstance, Applicant may be required to execute a separate network service agreement or ATO/MTO service agreement.</p> <p>*** The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).</p>		

b. Calculation of Total Credit. The calculation of the Total Credit for this Agreement is as follows:

Line	Calculation of Total Credit	Amount
1	Excess Construction Allowance as set forth in Line 3 above (if applicable)**	
2	Off-Site Distribution Line Extension Credit as set forth in Line 6 above (if applicable)*	\$ 649,453.33
3	TOTAL CREDIT (Sum of Lines 1 & 2)	\$ 649,453.33
* The Off-Site Distribution Line Extension Credit is not available if Temporary Service is designated (see Section 1 above). ** The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).		

8. Construction Payment.

- a. Permanent Service. If the Off-Site Distribution Line Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Total Credit, as applicable (as set forth in Section 7 above, such payment amount subject to Company's approval, not to be unreasonably withheld.
- b. Indeterminate Service. If the Off-Site Distribution Line Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Off-Site Distribution Line Extension Credit, as applicable (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the Off-Site Distribution Line Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric Off-Site Distribution Line Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Total Estimated Construction Cost (see Section 6 above)	\$ 1,855,580.95
2	As applicable, the sum of the Total Credit (see Section 7 above)	\$ 649,453.33
3	Line 1 minus Line 2: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0.)	\$ 1,206,127.62

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the Off-Site Distribution Line Extension.

- f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original Off-Site Distribution Line Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
10. **Construction in Frost Conditions.** Applicant **authorizes /** **does not authorize** Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.
12. **Right-of-Way Agreement.** Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
13. **Conditions to Company Work Order, Scheduling, and Construction Commencement.** The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the Off-Site Distribution Line Extension unless and until the following requirements have been satisfied:

- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
- b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
- c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
- d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.

- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company recalculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this Off-Site Distribution Line Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120)-day construction period is caused solely by Company, the uncompleted portion of the Off-Site Distribution Line Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the Off-Site Distribution Line Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Electric Standards for Installation and Use
16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 2, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31 of this Agreement shall survive the termination of this Agreement.


[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this Off-Site Distribution Line Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$ 1,206,127.62 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: December 30, 2024

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Off-Site Distribution Line Extension Agreement (Electric).

Planner Name: Zed Padgett	Customer Phone:303-653-8039
Planner Title: Contractor, Prof Consultant	Customer Email: TWESTBROOK@TOLLBROTHERS.COM
Mailing Address:4400 KITTREDGE ST. SUITE 50	Mailing Address: 7100 E BELLEVIEW AVE SUITE 200
City, State Zip: DENVER, CO 80239	City, State Zip: GREENWOOD VILLAGE, CO 80111

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Public Service Company of Colorado	Legal Entity Name (if applicable):
By:  Digitally signed by James Todd Conner Date: 2025.01.25 09:41:53 -06'00'	Authorized Signer (see signing options below*): Signing Option 1 <input type="checkbox"/> AGREE Signing Option 2 (Signature below) By:
Printed Name: James Todd Conner	Printed Name:
Title: VP, Distribution	Title (if applicable):
Date: 01/25/2025	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

[SIGNATURE PAGE TO OFF-SITE DISTRIBUTION LINE EXTENSION AGREEMENT (ELECTRIC)]



December 30, 2024

TOLL SOUTHWEST LLC
7100 E BELLEVIEW AVE SUITE 200
GREENWOOD VILLAGE, CO 80111

Subject: Request for Electric, removal at
ERIE FOUR CORNERS, ERIE,
WELD, Colorado

Dear TOLL SOUTHWEST LLC,

I have completed the engineering design and cost estimate to provide Electric removal based upon information you have provided. This design is based upon Electric removal, as shown on the enclosed drawing. The cost to provide the requested Electric removal, is \$ 379.59, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
Obtaining "Right-of-Way" at no cost to us.
Obtaining permits as needed.
No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
There is an additional charge to open the transformer.
Providing final grade elevations, at our equipment locations.
Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the removal.

If you accept the above costs and system design, please sign and date the second page of this letter and return this document to Public Service Company of Colorado, at the address shown below. After the signed and dated documents and total payment of \$ 379.59 are received via the payment process, a work order will be issued and released so your project can be placed on the construction schedule. If a check is sent via the new payment process we are

unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. Our current lead-time to begin work after receiving the payment and signed documents is approximately 12 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until March 2, 2025. If you have any questions regarding this project, please call me at 3032418859.

Sincerely,
Zed Padgett

I have reviewed and approve of the enclosed design. I accept the cost of \$ 379.59 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. The Construction Cost stated above does not include special items such as but not limited to frost or rock conditions. In the event the Company encounters any special items during construction, the Company shall bill Applicant for such special items as a non-refundable contribution in aid of construction. I will send a signed copy of this letter with the applicable agreements.

Planner Name: <u>Zed Padgett</u>	Customer Phone: <u>303-653-8039</u>
Planner Title: <u>Contractor, Prof Consultant</u>	Customer Email: <u>TWESTBROOK@TOLLBROTHERS.COM</u>
Mailing Address: <u>4400 KITTREDGE ST. SUITE 50</u>	Mailing Address: <u>7100 E BELLEVIEW AVE SUITE 200</u>
City, State Zip: <u>Denver, CO 802389</u>	City, State Zip: <u>GREENWOOD VILLAGE, CO 80111</u>

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Public Service Company of Colorado	Legal Entity Name (if applicable):
By: James Todd Conner Digitally signed by James Todd Conner Date: 2025.01.25 09:42:20 -06'00'	Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below) By:
Printed Name: James Todd Conner	Printed Name:
Title: VP, Distribution	Title (if applicable):
Date: 01/31/2025	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.



December 30, 2024

TOLL SOUTHWEST LLC
7100 E BELLEVIEW AVE SUITE 200
GREENWOOD VILLAGE , CO 80111

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6") are encountered, additional costs will be charged at a cost of \$3.51 per linear foot. Also, if "select" backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6") or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

FROST AGREEMENT

For Installation of Gas and/or Electric Distribution and Service Laterals

TOLL SOUTHWEST LLC, hereinafter referred to as “Customer”, having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as ERIE FOUR CORNERS, located at (service address) ERIE FOUR CORNERS, ERIE further agrees that if ground frost conditions deeper than six (6”) are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, “Customer” hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, “Customer” requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the “Customer”. These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6”) or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

Planner Name: Zed Padgett	Customer Phone: 303-653-8039
Planner Title: Contractor, Prof Consultant	Customer Email: TWESTBROOK@TOLLBROTHERS.COM
Mailing Address: 4400 KITTREDGE ST. SUITE 50	Mailing Address: 7100 E BELLEVIEW AVE SUITE 200
City, State Zip: Denver, CO 80239	City, State Zip: GREENWOOD VILLAGE, CO 80111

Lock Agreement

CUSTOMER SIGNATURE
Legal Entity Name (if applicable):
Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below)
By:
Printed Name:
Title (if applicable):
Date:

- * **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and



CONTINGENCY LIST

*CUSTOMER:	TOLL SOUTHWEST LLC
ADDRESS:	ERIE FOUR CORNERS
CITY:	ERIE
DESIGN NO:	1175449
SN:	14112585

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ If checked, Customer has agreed to install sleeves at crossings.
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, \$ 0.00 _____ will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer

remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
 - Company will install all gas services.
 - If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: _____ long X _____ wide X _____ thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- Town Permit
- County Permit
- State Highway Crossing Permit
- Railroad Crossing Permit
- Bureau of Land Management (BLM) Approval
- Grading and Drainage Permit
- Water Board Crossing
- Special Permit
- Corps of Engineer's Permit
- Other [Please specify.] _____



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- Wheel Compaction 3,245 feet of trench
- 85% Standard Proctor Compaction _____ feet of trench
- 95% Standard Proctor Compaction _____ feet of trench
- 95% Modified Proctor Compaction _____ feet of trench
- Bore 4,215 feet of trench

Planner Name: Zed Padgett	Customer Phone:303-653-8039
Planner Title: Contractor, Prof Consultant	Customer Email: TWESTBROOK@TOLLBROTHERS.COM
Mailing Address:4400 KITTREDGE ST. SUITE 50	Mailing Address: 7100 E BELLEVIEW AVE SUITE 200
City, State Zip: Denver, CO 80239	City, State Zip: GREENWOOD VILLAGE, CO 80111

Lock Agreement

CUSTOMER SIGNATURE
Legal Entity Name (if applicable):
Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below)
By:
Printed Name:
Title (if applicable):
Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and

* **Confidential Information**
Customer is to return copy of signed document to your Xcel Energy Representative