

When recorded return to:
Town of Erie
645 Holbrook Street
P.O. Box 750
Erie, Colorado 80516
Attn: Town Administrator

PARTIAL ASSIGNMENT OF EASEMENTS

THIS PARTIAL ASSIGNMENT OF EASEMENTS (“**Assignment**”) is made as of _____, 20__ (the “**Effective Date**”) by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (“**Assignor**”), whose address is 1800 Larimer, Ste. 1100, Denver, Colorado 80202, and TOWN OF ERIE, a Colorado municipal corporation (“**Assignee**”), whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516.

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of November 1, 2024 (the “**PSA**”) pursuant to which Assignee has acquired from Assignor the Assignor’s street lighting equipment, including, but not limited to, pole bases, poles and foundations, brackets, arms, luminaires, lamps, glass or plastic lenses and lamp covers, light sensitive devices, lighting cable and conductors, conduit, splices and splice boxes (the “**Facilities**”) as more fully described in the PSA.

WHEREAS, Assignor is the owner of certain easements that may include the purposes of operating, accessing, and maintaining the Facilities (the “**Street Light Purposes**”).

WHEREAS, Assignor may also claim unadjudicated rights or easements by prescription for the purposes of operating, accessing, and maintaining the Facilities.

WHEREAS, pursuant to the PSA, Assignor has agreed to sell and assign to Assignee its interest and obligations in and under the SL Easements (defined below), to the extent such SL Easements can be used for Street Light Purposes, and Assignee has agreed to acquire and assume Assignor’s interests and obligations in the SL Easements to the extent such SL Easements can be used for Street Light Purposes, pursuant to the terms and conditions thereof.

NOW THEREFORE, in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby quitclaims and assigns without representation or warranty unto Assignee (the “**SL Easements**”):
 - a. all of Assignor’s right, title and interest in, to and under the easements described in Exhibit A attached hereto and incorporated herein by this reference, to the extent such SL Easements can be used for Street Light Purposes, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the Effective Date, subject to the terms, covenants, conditions and provisions contained in the PSA; and

- b. to the extent transferrable, any claim of right or easement by prescription as of the Effective Date for, and only for, the Facilities located within the boundaries of the Town of Erie, Colorado, as depicted on Exhibit B attached hereto an incorporated herein by this reference.

2. Assignee hereby accepts such assignment and agrees to perform, observe, assume and discharge its covenants, obligations and liabilities under the SL Easements arising from and after the Effective Date.

3. ASSIGNEE ACCEPTS THE SL EASEMENTS COVERED BY THIS ASSIGNMENT ARE SOLD, TRANSFERRED AND DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. ASSIGNEE ACKNOWLEDGES THAT IT RELIED SOLELY UPON ITS INDEPENDENT ANALYSIS, EVALUATION AND JUDGMENT OF THE SL EASEMENTS AND THAT ASSIGNOR HAS NOT MADE, AND WILL NOT MAKE, AND ASSIGNEE EXPRESSLY DISCLAIMS, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, RELATING TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE SL EASEMENTS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF ASSIGNEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AND ASSIGNOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO ASSIGNEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SL EASEMENTS.

4. Assignor retains and expressly excludes from this Assignment the right to use and enjoy the SL Easements for any purpose other than the Street Light Purposes.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, but without regard to its conflict of laws rules or principles that would cause the law of any other jurisdiction to apply.

6. If any provision of this Assignment be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Assignment shall be unaffected thereby and shall continue to be valid and enforceable.

7. The parties agree that any value assigned to the SL Easements, or any other rights, claims, or interests transferred herein, is not intended to accurately measure the value of the same (or the value of any other easement or right-of-way owned by Assignor). The parties further agree that such value shall be inadmissible as evidence in any trial, hearing, case, arbitration, or mediation in front of any tribunal, including but not limited to any condemnation or eminent domain action.

8. This Assignment is made by Assignor pursuant to the terms and conditions of the PSA. Unless provided otherwise in the PSA, this Assignment is (a) without recourse against Assignor

of any kind or nature whatsoever, and (b) without any warranty, covenants or representations of any kind or nature express, implied or statutory, by Assignor, except as may be expressly set forth in the PSA. If there is any conflict between the terms of this Assignment and the PSA, the terms of the PSA shall control. This Assignment is made in connection with a Bill of Sale of even date herewith by which Assignor is transferring to Assignee certain personal property located within the areas described in the SL Easements.

9. The conveyance of the SL Easements is subject to all matters of record or not of record, and all matters apparent or not apparent on the property covered by the SL Easements.

10. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature pages follow]

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the dates of the acknowledgements below, effective as of the Effective Date.

ASSIGNOR:

PUBLIC SERVICE COMPANY OF COLORADO

By: _____
Name: _____
Title: _____

State of Colorado)
)s.
County of _____)

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of Public Service Company of Colorado, a Colorado corporation, on behalf of the corporation.

Notary public

My commission expires:

[signatures continue on next page]

ASSIGNEE:

TOWN OF ERIE, COLORADO

By: _____
Name: _____
Title: _____

State of Colorado)
)s.
County of _____)

This instrument was acknowledged before me on _____, 20__ by
_____ as _____ of the Town of Erie, Colorado, a Colorado municipal
corporation, on behalf of the Town.

Notary public

My commission expires:

EXHIBIT A
(Easements)

None.

EXHIBIT B
(Boundaries of Town of Erie, Colorado)

