

QUIT CLAIM DEED WITH RESERVATIONS AND LIMITATIONS

THIS DEED, Made this _____ day of _____, 2022, between the City of Pueblo, a Municipal Corporation Grantor, and Black Hills Colorado Electric, LLC, a Delaware limited liability company, Grantee,

WITNESSETH, That the grantor for and in consideration of the sum of One Dollar and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has remised, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM, subject to the reservations and limitations herein noted, unto the Grantee, its successors and assigns, forever, the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Pueblo and State of Colorado, described as:

See Attached Exhibit "A"

RESERVATIONS. Grantor reserves all easement rights existing under the 50 foot public ingress/egress and utility easement and all other easements and right of ways of record as set forth and noted upon the Lake Avenue Subdivision Plat, recorded at Reception No. _____ of the records of the Pueblo County Clerk and Recorder, State of Colorado. Grantor further reserves the right to enter upon said property for the purposes of construction, replacement, maintenance, control, and repair of any public sanitary sewer constructed or to be constructed under said easements of record, including sewer easements at Book 2021and Page 541, Book 2094 and Page 423 and Book 2095 and Page 413 of the records of the Pueblo County Clerk and Recorder, State of Colorado, and the right to use so much of the adjoining property of Grantee for said purposes. Grantor shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, pavement or other improvement or growth located upon such property that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said public sanitary sewer and to recover the costs thereof, plus an administrative charge of 15% from Grantee. These reservations shall run with the land and shall be binding on the Grantee, its successors, and assigns.

LIMITATIONS. This Deed is expressly made subject to any exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection, including but in no manner limited to those reservations set forth in the Special Warranty Deed at Book 2226 and Page 619 of the records of the Pueblo County Clerk and Recorder, State of Colorado.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

City of Pueblo, a Municipal Corporation

By: _____
Mayor of City of Pueblo, a Municipal Corporation

Attest: _____
Marisa Stoller, City Clerk

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the reservations and limitations contained in it.

Black Hills Colorado Electric, LLC, a Delaware limited liability company

By: Jennifer Landis
Name: Jennifer Landis
Title: SVP and CHRO

STATE OF South Dakota)
COUNTY OF Pennington) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Jennifer Landis, as SVP and CHRO of Black Hills Colorado Electric, LLC, a Delaware limited liability company

Witness my hand and official seal:

My commission expires: 10/26/2026



Karen L. Delicate
NOTARY PUBLIC

EXHIBIT "A"

Commencing at the W 1/4 corner of said Section 13; Thence North 89°31' East, a distance of 88 feet; Thence South 00°29' East along the East line of Lake Avenue and the East line of Lake Avenue extended, a distance of 503.46 feet to point of beginning; Thence North 89° 31' East, a distance of 1980.15 feet to the East R.O.W. line of Pine Street; Thence South 00° 29' East, along said East R.O.W. line of Pine Street extended South, a distance of 50 feet; Thence South 89° 31' West, a distance of 1980.15 feet to the East R.O.W. line of Lake Avenue; Thence North 00°29' West along said R.O.W. line of Lake Avenue, a distance of 50 feet to the point of beginning.

Excepting the Easement Agreement Recorded in Book 1878 at Page 164

Said tract contains 2.27 Acres more or less.