



Beau Cochran, Contract Agent
C2 Consulting for Black Hills
6879 Northstar Court
Castle Rock, Colorado 80108
Cell 720 934 3168
BeauCochran@outlook.com

September 16, 2021

Board of County Commissioners
Fremont County
615 Macon Avenue, Room 105
Canon City, Colorado 81212
719 276 7300

via FedEx Tracking #8139 4138 7580

Re: New easement across Outlot B Austin #2 Subdivision, Fremont County, Colorado. Assessor's parcel number: 3821213101052

Board of County Commissioners,

Black Hills is rebuilding the Canon City 69kV loop. We acquired a crossing agreement from Fruitland Water Company, who also has an easement over the County's property. Black Hills would like to acquire an easement from Fremont County as our line aerially crosses Outlot B. I have attached the plat and an illustration of the property. For this rebuild, we need to re-route the line into the Substation. Alicia Stone, in the planning department, asked that I send the easement package with the Fruitland Water Company's executed crossing agreement to the commissioners for review.

Enclosed, please find:

1. Easement for Outlot B with legal description.
2. Illustration of the proposed easement area.
3. Austin #2 Subdivision plat.
4. Fruitland Water Company Crossing agreement

Please call/write with questions.

Thank you for your help!

Very truly yours,
Black Hills Energy

A handwritten signature in black ink, appearing to read 'Beau Cochran', written over a light blue horizontal line.

Beau Cochran, Contract Agent
C² Consulting

EASEMENT

T 18S

R/W No. _____

R 70W

Fremont County, Colorado

Section 21

EASEMENT FOR ELECTRIC & COMMUNICATIONS LINES

THIS EASEMENT, made and entered into this ____ day of _____, 2021, by and between Fremont County, State of Colorado, whose address is 615 Macon Avenue, Canon City, Colorado 81212 "GRANTOR" and Black Hills Colorado Electric, LLC, d/b/a Black Hills Energy, having offices at 105 South Victoria Avenue, Pueblo, Colorado 81003, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Pueblo County, Colorado, "GRANTEE".

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of Ten and 00/100 (\$10.00) dollars and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, upgrade, update, uprate and enhance on, under and over the easement described below, and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, audio communications, visual communications, and data communications, and all appurtenances and appliances necessary in connection therewith including the right to install and maintain anchors and guy wires outside the right of way when reasonably necessary, together with the right of ingress and egress to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Pueblo in the State of Colorado, are described as follows:

Outlot B, Austin II Subdivision recorded at Book 1335, Page 132, Reception Number 683953 in the Fremont County Clerk and Recorder's Office on August 18, 1998, being in the Northeast One-Quarter of the Southwest One-Quarter of Section 21, Township 18 South, Range 70 West of the Sixth Principal Meridian, County of Fremont, State of Colorado.

An easement, across Grantor's lands, as more fully described on the attached Exhibit A, which by this reference is fully incorporated herein. The total area of this easement is 0.0401 acres, plus or minus.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or immediately adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for damage caused to land, growing crops, fences, livestock or other personal property of Grantor, from the construction, operations or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, Fremont County, a Colorado Government Agency, has hereunto executed this Easement on the day first above written.

GRANTOR:

By: Chairman, Fremont County Board of County Commissioners

Grantor's address and telephone number: Fremont County, a Colorado Government Agency, 615 Macon Avenue, Canon City, Colorado 81212, 719 276 7360

Grantee Black Hills Energy contact: Mr. Seth Boutilier, Senior Project Manager, c/o Black Hills Energy, 105 South Victoria Avenue, Pueblo, Colorado 81003, 719 546 6448

ACKNOWLEDGEMENT

STATE OF COLORADO }
 } ss,
COUNTY OF FREMONT }

On this ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, Chairman, Fremont County Board of County Commissioners to me known to be the persons described in and who executed the foregoing instrument on behalf of said Government Agency.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Print Name

Notary Public in and for said State

My commission expires: _____

PROPERTY DESCRIPTION

Fremont County

A portion of "Outlot B", Austin II Subdivision recorded at Book 1335, Page 132, Reception Number 683953 in the Fremont County Clerk and Recorder's Office on August 18, 1998 being in the Northeast One-Quarter of the Southwest One-Quarter of Section 21, Township 18 South, Range 70 West of the Sixth Principal Meridian, County of Fremont, State of Colorado, more particularly described as follows:

COMMENCING at a 3/4" diameter iron pipe in bent condition found at the southeast corner of said "Outlot B"; **WHENCE** a on a #5 rebar with 1" diameter orange plastic survey cap stamped "GREAT DIVIDE" found on an angle point of said "Outlot B" bears North 39° 07' 15" East a distance of 216.60 feet;

THENCE North 39° 07' 15" East on the easterly line of said "Outlot B" a distance of 87.14 feet to the **POINT OF BEGINNING**;

THENCE North 78° 35' 08" West a distance of 56.48 feet to a point on the westerly line of said "Outlot B";

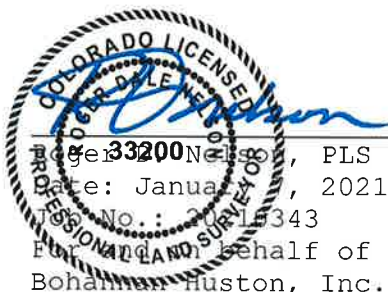
THENCE North 39° 07' 15" East on said westerly line of "Outlot B" a distance of 33.89 feet;

THENCE South 78° 35' 08" East a distance of 42.51 feet;

THENCE North 78° 24' 49" East a distance of 19.53 feet to a point on said easterly line of "Outlot B";

THENCE South 39° 07' 15" West on said easterly line of "Outlot B" a distance of 42.50 feet to the **POINT OF BEGINNING**.

Parcel contains ± 0.0401 acres (1,748 Sq. Ft.), more or less.

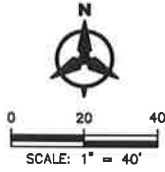


Engineering ▲

Spatial Data ▲

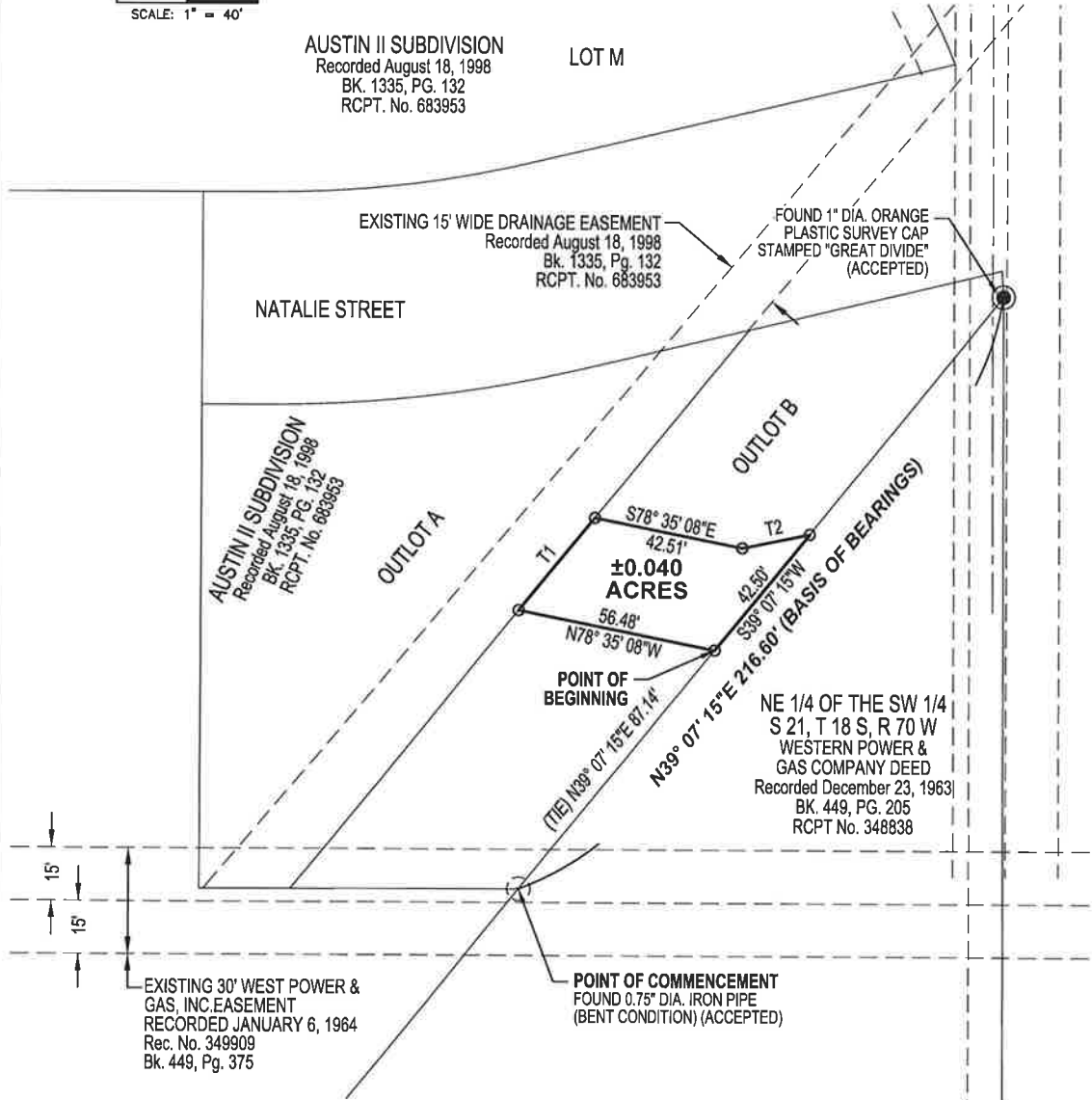
Advanced Technologies ▲

EXHIBIT



AUSTIN II SUBDIVISION
 Recorded August 18, 1998
 BK. 1335, PG. 132
 RCPT. No. 683953

LOT M



EXISTING 30' WEST POWER & GAS, INC. EASEMENT
 RECORDED JANUARY 6, 1964
 Rec. No. 349909
 Bk. 449, Pg. 375

POINT OF COMMENCEMENT
 FOUND 0.75" DIA. IRON PIPE
 (BENT CONDITION) (ACCEPTED)

NE 1/4 OF THE SW 1/4
 S 21, T 18 S, R 70 W
 WESTERN POWER &
 GAS COMPANY DEED
 Recorded December 23, 1963
 BK. 449, PG. 205
 RCPT No. 348838

TANGENT DATA		
ID	BEARING	DISTANCE
T1	N39° 07' 15"E	33.89'
T2	N78° 24' 49"E	19.53'

COLORADO LICENSED
 SURVEYOR
 BOGER D. NELSON, P.L.S. 33200
 FOR AND ON BEHALF OF
 BOHANNAN HUSTON, INC.
 JANUARY 14, 2021
 PROJ. 20210343

NOTES
 1. This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

SHEET 2 OF 2

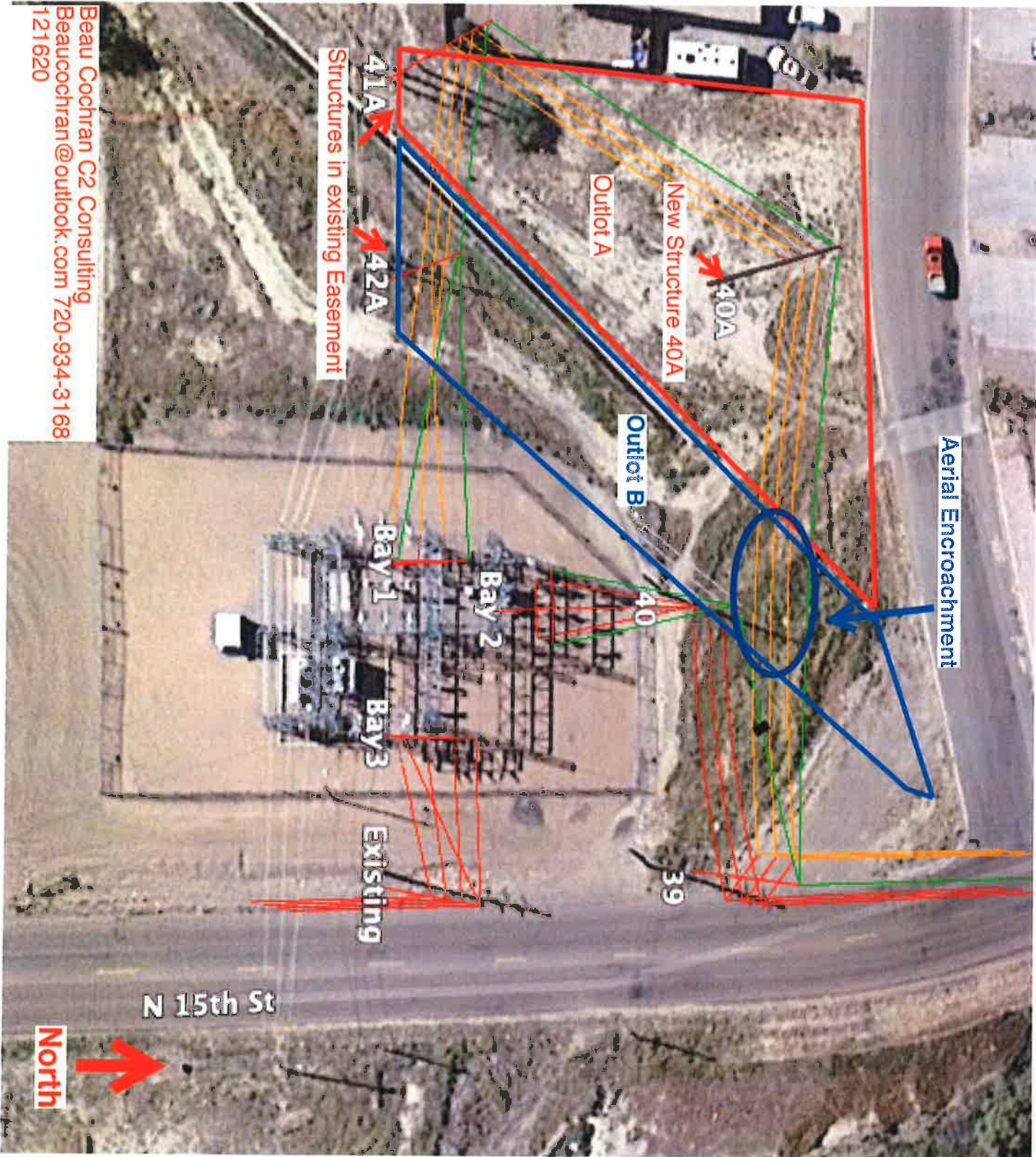
Bohannon Huston
 www.bhinc.com Meridian One
 P: 303.799.5103 9785 Maroon Circle
 F: 303.799.5104 Suite No. 140
 Englewood, Colorado 80112

PARCEL EXHIBIT
 Fremont County
 SECTION 21, TOWNSHIP 18 SOUTH, RANGE 70 WEST
 6TH PRINCIPAL MERIDIAN

COUNTY OF FREMONT, STATE OF COLORADO
 BHI PROJ. NO. 20210343 01/07/2021

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

C:\Users\james\OneDrive\Documents\20210343_OUTLINES_EXHIBIT.dwg
 Thu, 7-Jan-2021 - 2:05pm. Plotted by: VRAMOS



Beau Cochran C2 Consulting
Beaucochran@outlook.com 720-934-3168
121620

North

N 15th St

Property Record Card

Fremont Assessor

**FREMONT COUNTY
C/O: FREMONT COUNTY
COMMISSIONERS**

Account: R035678
Tax Area: 18B - 18B
Acres: 0.000

Parcel: 3821213101052
Situs Address:

615 MACON AVE #105
CANON CITY, CO 81212-3390

Value Summary

Value By:	Market	Override
Land (1)	\$5,000	N/A
Total	\$5,000	\$5,000

Legal Description

Subd: AUSTIN II OUTLOT B AUSTIN II SUB
REF FROM 220-00-662/668, 220-00-672/675, 220-00-690
986-04-405/411



Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
862130	04/03/2009	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A
838301	06/15/2007	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A
742277	12/31/2001	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A
B1335 P132	08/18/1998	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A

Land Occurrence 1

Property Code	9138 - COUNTY-MISC	Property Code Percent	100
Adjustment1	1	Adjustment2	1
Adjustment3	1	Adjustment4	0.2
Land Use Code	205300 - AUSTIN FIL 2		

SubArea	Actual	Basement	Effective	FinBsmnt	Garage	Heated	LiveArea
LAND_U	1						
Total	1.00						
	Value	Rate	Rate	Rate	Rate	Rate	Rate
	\$5,000	5,000.00					

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
9138	COUNTY-MISC		\$5,000	\$1,450	NA	NA
Total			\$5,000	\$1,450	NA	NA

FRUITLAND WATER COMPANY

LICENSE AGREEMENT FOR CROSSING (Aerial Electrical Lines)

1. PARTIES. The parties to this License Agreement ("**Agreement**") are the Fruitland Water Company, Inc. a Colorado nonprofit corporation ("**Company**"), and Black Hills Colorado Electric, LLC a Delaware Limited Liability Company, d/b/a Black Hills Energy, having offices at 105 South Victoria Avenue, Pueblo, Colorado 81003 ("**Licensee**"). The Company and Licensee are jointly referred to herein as the "**Parties.**"

2. RECITALS. The Company owns and operates the Fruitland Ditch (the "**Ditch**") The Licensee desires to obtain the permission of the Company to install 3-phase electric lines over and across the Ditch on a 30-foot wide portion of "Outlot B", Austin II Subdivision in the NE1/4 of the SW1/4 of Section 21, Township 18 South, Range 70 West in the 6th P.M., Fremont County, totaling 0.04 acres, plus or minus, as described and depicted in **EXHIBIT A** (the "**Licensed Activity**"). Within this Licensed Activity area, specifically Outlot B, the Ditch is piped underground, and the Company holds an easement for the Ditch in that location. The design, aerial view, crossing diagram, plans and specifications for the Licensed Activity are included in **EXHIBIT B**. The steel monopoles from which the 3-phase electrical lines will be installed outside of the Licensed Activity area. The Company agrees to license the installation, subject to the terms, conditions, covenants, and agreements set forth in this Agreement. Accordingly, the Parties agree as follows:

3. LICENSED ACTIVITY.

- 3.1 Pursuant to the terms of this Agreement, the Licensee is granted a license for the Licensed Activity over and across the Ditch easement pursuant to **EXHIBIT B**. The Company's review of **EXHIBIT B** is solely for its own benefit and creates no obligation to the Company. If the Licensee proposes any change to the means or method of installation over and across the Ditch from what is described above and depicted in **EXHIBIT B**, the Licensee shall notify the Company immediately. The Licensee must receive approval of the altered **EXHIBIT B** in writing prior to continuing the Licensed Activity.
- 3.2 Any portion of the Ditch and all affected portions of the Company's easement that are disturbed by the Licensed Activity shall be restored to their original condition so the flow of the water in the Ditch runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to the Company's easement shall be replaced in a condition at least equal to the condition of such facilities and appurtenances prior to the Licensed Activity.
- 3.3 The Licensee agrees that the Licensed Activity shall proceed expeditiously and with reasonable diligence from the commencement of the Licensed Activity to its completion. The Licensed Activity will commence on or after mutual execution of this Agreement, payment of the license fee discussed in paragraph 5 below, and be completed December 2023. If the Licensed Activity is not installed and completed by that date (as may be extended by written agreement), this Agreement shall be null and void, and of no force or effect. The parties acknowledge that Project funding by Licensee is prerequisite to

construction of the installation. Should funding not be timely made so that construction is completed as above, the parties agree that this License shall continue in force through December 2025 or the return of the full license fee by the Ditch Company to Licensee, whichever is earlier.

- 3.4 If the Licensed Activity or maintenance, repair or replacement of the Licensed Activity interrupts the Company's water supply for any reason, and such interruption remains after Company has provided Licensee with notice, the Licensee shall pay as liquidated damages five hundred dollars (\$500.00) per day for any day that the Company has a valid request for water from a shareholder and cannot deliver water to that shareholder or shareholders as a result of the Licensed Activity.
- 3.5 The Licensed Activity may require local, state, or federal permits or approvals. It is Licensee's obligation to investigate and determine the need for any such permits or approvals. The Licensee is responsible, at its own expense, for obtaining all applicable local, state and federal permits or approvals and for compliance with all local, state and federal laws and regulations including but not limited to land use and environmental laws and regulations, and specifically including the Endangered Species Act, prior to beginning the Licensed Activity. To the extent permitted by law, the Licensee shall indemnify the Company for any and all costs, damages, fines, and fees, including reasonable attorneys' fees incurred by the Company as a result of Licensee's failure to obtain such permits or approvals or failure to comply with all applicable laws and regulations.

4. PERMISSION OF LAND OWNERS. Licensee is responsible, at its own expense, for obtaining the permission of any other land owners, or any other person or entity who may claim an interest in and to the land shown in **EXHIBIT A**, for the purposes stated herein.

5. LICENSE FEE. The Licensee shall pay to the Company a license fee of three thousand six hundred dollars (\$3,600.00). The license fee shall be paid upon execution of this Agreement and prior to the commencement of the Licensed Activity. This license fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this Agreement.

6. INSPECTION AND "AS-BUILT" PLANS

- 6.1 The Licensee shall notify the Operational Contacts for the Company, identified in paragraph 8.3, at least three (3) days prior to commencement of the Licensed Activity, or replacement or repair of the Licensed Activity permitted by this Agreement, except for emergency repairs which are provided for in paragraph 8 of this Agreement. The Company is permitted to inspect the Licensed Activity or replacements and repairs during construction. Upon completion of the Licensed Activity, the Company may inspect the Licensed Activity.
- 6.2 The Company's right to inspect the Licensed Activity in no way relieves the Licensee of its liability for improper construction. The Company's inspection is solely for the benefit of the Company and creates no obligation to the Company.

- 6.3 The Licensee shall provide the Company with a set of "as-built" plans and a profile of the Licensed Activity within thirty (30) days of completion of the Licensed Activity.

7. REIMBURSEMENT OF EXPENSES.

- 7.1 The Licensee agrees to reimburse the Company for all reasonable engineering and legal costs incurred by the Company in preparing and approving this Agreement and the costs of inspection as described in paragraph 6.
- 7.2 Statements for the costs chargeable to the Licensee hereunder will be forwarded to the Licensee and the same shall be paid to the Company within forty-five (45) days after the billing is received. If payment has not been received by the Company within forty-five (45) days, the Licensee shall have breached this Agreement and the Company may institute legal proceedings to collect the amount due and owing. In such proceeding, the Company shall be entitled to its costs and reasonable attorneys' fees from the Licensee. However, the Company shall not be entitled to terminate this Agreement.
- 7.3 Payment of the \$3,600 License fee is attached, paid with the final executed version of this document.

8. MAINTENANCE.

- 8.1 The Licensee specifically agrees and pledges to maintain, repair, and replace the Licensed Activity so as not to require the Company to maintain, repair, or replace it unless damage is caused by the Company. If the Licensee fails to properly maintain, repair, or replace any portion of the Licensed Activity for which it is responsible after ten (10) days' notice of the need for same, the Company may, at its own option, conduct its own maintenance, repair, or replacement, and the Licensee shall reimburse the Company for the reasonable cost of such work within thirty (30) days. In the event the Licensee fails to maintain, repair, or replace the Licensed Activity, it shall be held liable for any loss damage or injury to the Company except to the extent the damage is caused by the Company. If the Company conducts its own maintenance, repair, or replacement, it does not waive the right to hold the Licensee liable for damages caused by Licensee's failure to maintain, repair or replace the Licensed Activity.
- 8.2 In the event of an emergency, the Company or the Licensee may conduct maintenance or repair immediately, giving notice to the other party as soon as possible to the emergency contacts identified below. If the Company conducts emergency work, it shall be reimbursed for the reasonable cost of the work. Under no circumstances shall the Company be responsible or held liable for damages to the Licensed Activity resulting from maintenance or repair to the Ditch except to the extent caused by the Company's negligence or willful misconduct.

EMERGENCY CONTACTS:

Company: Jerry Butts
The Fruitland Water Company
PO Box 871
Canon City, CO 8121-0871
fruitlandwaterco@gmail.com

Licensee: Seth Boutilier
105 South Victoria Avenue
Pueblo, CO 81003
Seth.Boutilier@blackhillscorp.com

8.3 For operational matters including inspection, the following persons are designated as the entities' contacts:

OPERATIONAL CONTACTS:

Company: Jerry Butts
The Fruitland Water Company
PO Box 871
Canon City, CO 8121-0871
fruitlandwaterco@gmail.com

Licensee: Seth Boutilier
105 South Victoria Avenue
Pueblo, CO 81003
Seth.Boutilier@blackhillscorp.com

9. LIABILITY AND INDEMNIFICATION.

- 9.1 By virtue of entering into this Agreement, the Company: (1) assumes no liability for use, operation, or existence of the Licensed Activity except to the extent caused by the Company's negligence or willful misconduct; and (2) assumes no additional responsibilities or obligations related to the Licensed Activity, in the area described in **EXHIBIT A**.
- 9.2 The Licensee agrees to indemnify and hold harmless the Company, from all claims and liability for damage or injury to property or persons arising or caused directly or indirectly by the Licensed Activity, restoration, maintenance of, or failure to maintain the Licensed Activity and the Licensee's occupancy and use of the areas located as shown in **EXHIBIT A**, except to the extent caused by the Company's negligence or willful misconduct.

10. EASEMENT RIGHTS. The license granted to the Licensee herein in no way restricts the Company's right to the use of its easement to construct, operate, or maintain all existing structures and facilities of the Ditch.

11. ASSIGNMENT. Licensee may not assign its rights and obligations hereunder without prior written consent of the Company, which will not be unreasonably withheld.

12. TERMINATION. The license granted herein shall terminate upon the abandonment of the Licensed Activity. Abandonment shall be deemed to have occurred when the Licensed Activity has not been used for a period of five (5) consecutive years. However, the Licensee may avoid having said Licensed Activity deemed abandoned if, within five (5) years of when the Licensed Activity was last used, the Licensee sends written notice to the Company, pursuant to paragraph 14 below that it is not abandoning the Licensed Activity. In that event, this Agreement shall continue for one (1) additional year. Thereafter, the Licensee shall either put the Licensed Activity in use, or it shall conclusively be deemed abandoned. Upon abandonment, the Licensee shall, upon the request of the Company, and at the Company's sole discretion, remove the Licensed Activity and all improvements and shall restore the Company's real property and improvements to their original condition.

13. NOTICES. Any written notice required or permitted by this Agreement shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, hand delivered, or sent via email, and addressed to the party to whom such notice is intended to be given at the address set forth below. Such notice shall be deemed to have been given when deposited in the U.S. mail or when the email is sent.

COMPANY:

Jerry Butts
The Fruitland Water Company
PO Box 871
Canon City, CO 8121-0871
fruitlandwaterco@gmail.com

COPY TO:

Jeffrey J. Kahn
Lyons Gaddis
P.O. Box 978
Longmont, CO 80501
jkahn@lyonsgaddis.com

LICENSEE:

Seth Boutilier
105 South Victoria Avenue
Pueblo, CO 81003
Seth.Boutilier@blackhillscorp.com

COPY TO:

C2 Consulting
ATTN: Beau Cochran
6879 Northstar Court
Castle Rock, CO 80108
beaucochran@outlook.com

Any person or party may change their addresses for the purpose of receiving written notice or may change the Operational or Emergency Contacts in paragraph 8 by notice given as set forth in this paragraph.

14. WAIVER OF BREACH. The waiver by any party to this Agreement or a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

15. INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by both Parties.

16. BINDING EFFECT. This Agreement inures to the benefit of and is binding upon the Parties and their successors and assigns.

17. RECORDATION. This Agreement shall be recorded at the cost of the Licensee and shall be binding on any successors of the Parties. The failure to record all or portions of exhibits because of the size of the documents shall not affect this Agreement.

18. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

19. COUNTERPARTS. This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the Parties even though all the Parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the Parties, shall be deemed a fully executed instrument for all purposes. Any signature relayed by electronic means, including facsimile or email, shall be considered to be originals for the purposes of this Agreement.

FRUITLAND WATER COMPANY, INC.

By: Jerry Butts, President

Dated: _____

BLACK HILLS COLORADO ELECTRIC, LLC



By: Seth Boutilier

Title: Sr. transmission Project Manager

Dated: 6/18/21 _____

15. INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by both Parties.

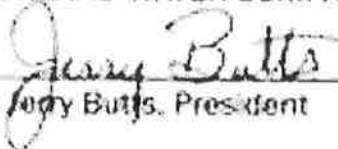
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FRUITLAND WATER COMPANY, INC.


By: Jody Butts, President

Dated: 6/11/21

BLACK HILLS COLORADO ELECTRIC, LLC

By: _____

Title: _____

Dated: _____

Exhibit A



Meridian One
9785 Maroon Circle
Suite 140
Englewood, CO
80112-5928

www.bhinc.com

voice: 303.799.5103
facsimile: 303.799.5104
toll free: 877.799.5103

PROPERTY DESCRIPTION

The Fruitland Water Company

A portion of "Outlot B", Austin II Subdivision recorded at Book 1335, Page 132, Reception Number 683953 in the Fremont County Clerk and Recorder's Office on August 18, 1998 being in the Northeast One-Quarter of the Southwest One-Quarter of Section 21, Township 18 South, Range 70 West of the Sixth Principal Meridian, County of Fremont, State of Colorado, more particularly described as follows:

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THENCE North 39° 07' 15" East on said westerly line of "Outlot B" a distance of 33.89 feet;

THENCE South 78° 35' 08" East a distance of 42.51 feet;

THENCE North 78° 24' 49" East a distance of 19.53 feet to a point on said easterly line of "Outlot B";

THENCE South 39° 07' 15" West on said easterly line of "Outlot B" a distance of 42.50 feet to the **POINT OF BEGINNING**.

Parcel contains ± 0.0401 acres (1,748 Sq. Ft.), more or less.


Roger Dale Nelson, PLS No. 33200
Date: January 2021
Professional No.: 3343
Bohannon & Huston, Inc.

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

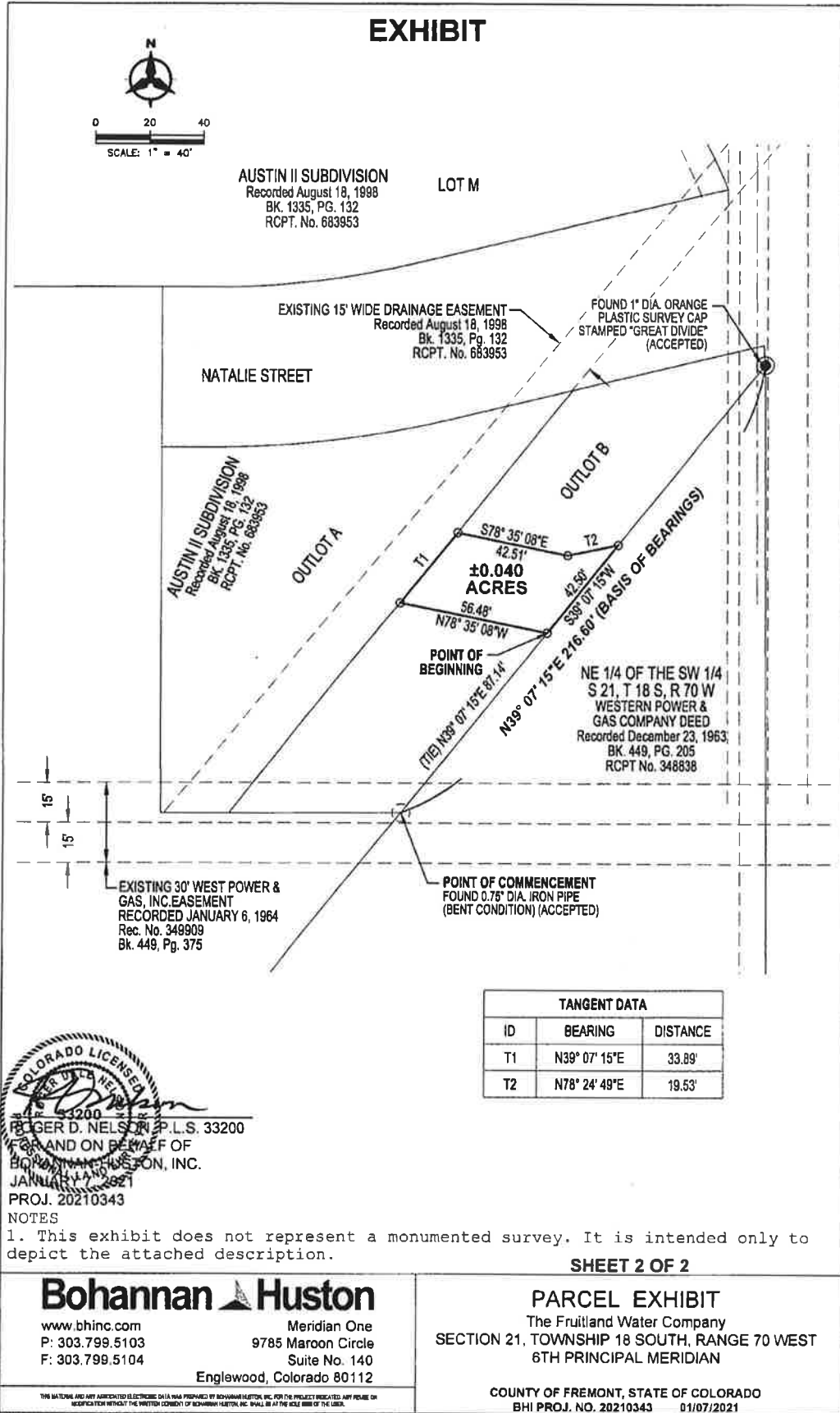
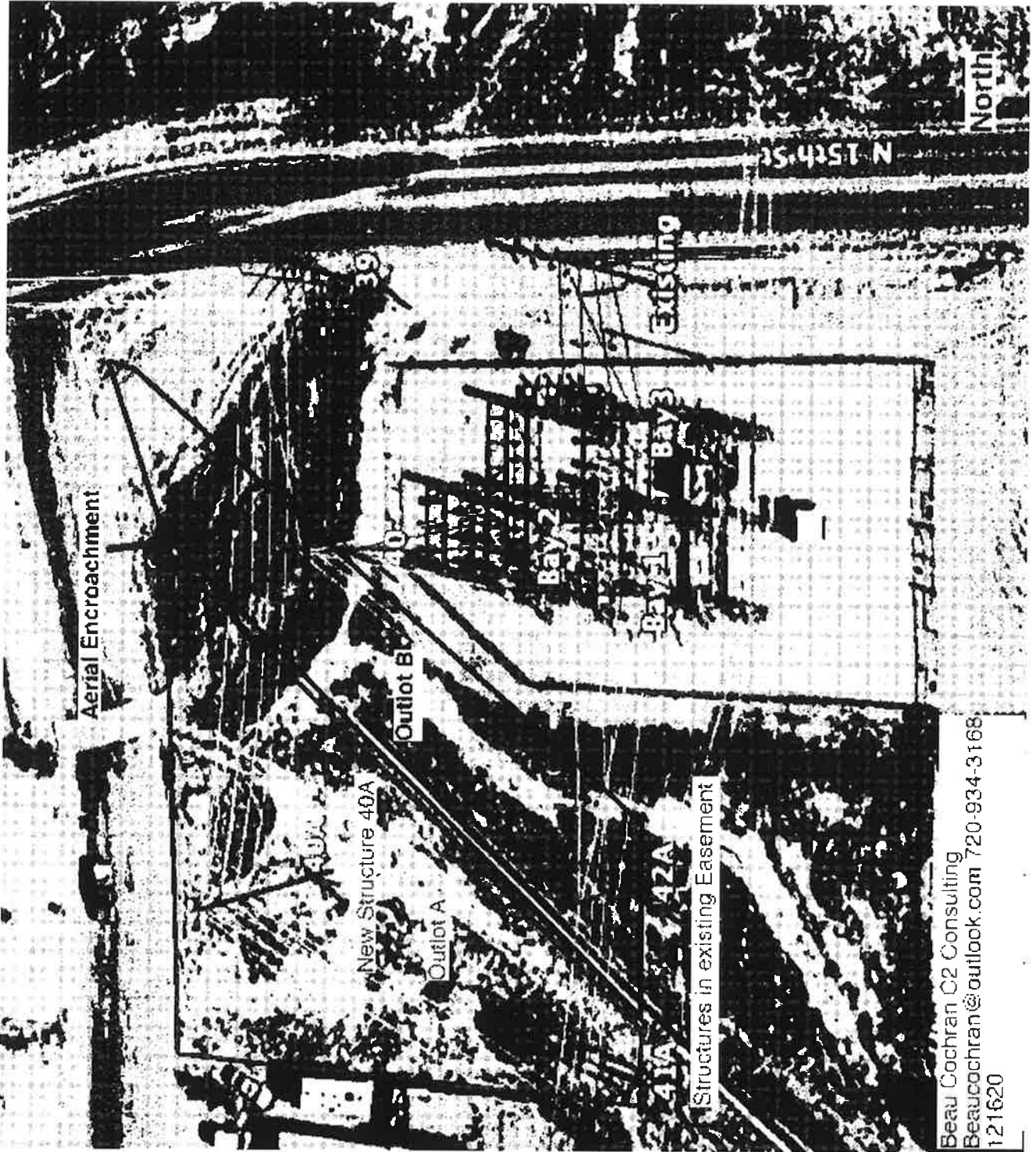


Exhibit B



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