The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners’ Office or through the County’s web site at www.arapahoegov.com. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under “Committee Updates” to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners’ Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com.

### Study Session

**January 28, 2019**

**Study Session Topics**

- **9:00 A.M.** Calendar Updates (WHR)
  BoCC Administration Manager

- **9:45 A.M.** BOCC Updates (WHR)
  Board of County Commissioners

- **11:00 A.M.** E-Team Update (WHR)
  David Bessen,
  Chair, E-Team
  Director, Information Technologies

- **11:30 A.M.** *Lobbyist Lunch (WHR)*
  BoCC
  Ron Carl, County Attorney
  Greg Romberg, Lobbyist

- **1:00 P.M.** *Align Arapahoe - Service First (WHR)*
  Align Arapahoe - Service First

  Request: Information/Direction

  Manisha Singh, Director, Department of Strategy & Performance
  Elected Officials and Department Directors
2:00 P.M. Administrative Meeting · Shannon Carter (BoCC Conference Room)
Board of County Commissioners

3:00 P.M. *Drop In (WHR)
Board of County Commissioners

1. Open Spaces Harvest Trail Construction Funding And License Agreement
   Discussion of a request from Open Spaces staff and the Open Space and Trails Advisory Board (OSTAB) to approve the expenditure of up to $2,500,000 in Open Space Acquisition and Development funding for the construction of the Harvest Trail project

   Request: Information/Direction

   Roger Harvey, Planning Administrator, Open Spaces
   Shannon Carter, Director, Open Spaces and Intergovernmental Relations
   Todd Weaver, Budget Manager, Finance
   Tiffanie Bleau, Senior Assistant County Attorney

   Documents:
   - BOCC DROP-IN BSR FUNDING HARVEST TRAIL 1-28.DOCX
   - C17-025_HARVEST TRAIL_PLANS_FOR LANDSCAPE PLAN.PDF
   - TRAIL GOOGLE EARTH.JPG
   - TRAIL LICENSE AGREEMENT - PAWNEE -DANIELS PARK.DOC

3:20 P.M. *Executive Session (WHR)
Executive Study Session and County Attorney Administrative Meeting [Section 24-6-402 (4)C.R.S.](As required by law, specific agenda topics will be announced in open meeting prior to the commencement of the closed and confidential portion of this session) (WHR)

   Ron Carl, County Attorney

   * To Be Recorded As Required By Law
   WHR - West Hearing Room

Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.

Please contact our office at least 3 days in advance to make arrangements.
Board Summary Report

Date: January 28, 2019

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces Department Director

From: Roger Harvey, Planning Administrator

Subject: Harvest Trail – Construction Funding and License Agreement.

Direction/Information: To present a request for construction funding for the Harvest Trail:
Gun Club Rd to Harvest Rd Trail Project and approval of License Agreement.

Request and Recommendation:
The recommendation and request from Open Spaces staff and the Open Space and Trails Advisory Board (OSTAB) to the Board of County Commissioners (BoCC) is to approve the expenditure of up to $2,500,000 in Open Space Acquisition and Development funding for the construction of the Harvest Trail project. And to authorize Shannon Carter, Open Spaces Director, to sign a License Agreement with the Public Service Company of Colorado (Xcel Energy) to allow the trail on Xcel Property, copy of Attorney reviewed License Agreement is provided.

Background:
A new regional off-street trail connection was proposed and designed to connect users to the Arapahoe County Fairgrounds and Aurora Reservoir. The 6,125 ft. trail is an essential connection trail for thousands of residents in the Quincy Ave./E470 area. This has been a proposed trail for many years and was waiting for a partnership with Xcel to utilize of their ownership corridor to construct. In 2017, Xcel started their new sub-station and transmission line project and Open Spaces has been able to collaborate to design and now construct a trail. Xcel has been a great partner in this project; they are granting Open Spaces a License agreement at no cost for the trail and areas surrounding the trail. They are providing over 300 large landscape boulders for the landscaping, and the landscape also fulfills a screening requirement that Xcel needed to provide the homeowners to the south of the new sub-station; there has been joint goals accomplished through this partnership.

The importance of this trail connection cannot be stressed enough. This will be the only off-street connection on the east side of E-470 and only connection for residents on the west side of E-470. This trail directly connects to a new trail being built in 2019 as part of the Gun Club Rd./Quincy Ave continuous flow intersection project that Open Spaces is partnering with Public Works, City of Aurora and CDOT. As part of this project, the existing trail will continue east on the south side of Quincy Ave., go under E470, then south and through a underpass box culvert, under Gun Club Rd. to east side of Gun Club and south to connect to new Harvest Trail. Harvest Trail will directly connect to existing trails at Fairgrounds, and Fairgrounds connects to Aurora Reservoir through the low stress access road to Powhatten Rd near the reservoir entrance. After completion, users in the Copperleaf development area will be able to travel off-street to Fairgrounds and Aurora reservoir. The trail is
6125 ft in length with two bridges crossing Toll Gate Creek and Murphy Creek. The 10’ wide, concrete trail has rest stops, over-.looks, landscaping and a 4’ wide, crusher fine stone equestrian trail on the north edge. We are also making three connections to existing trails that currently dead end from the south from the Toll Gate Community. We have coordinated with City of Aurora on these connections and have approval to construct them. The most important connection on the east end is to an existing 8 ‘side path along Harvest Road. Unfortunately, when Toll Gate was built the developer was allowed to stop this trail 200’ south of the property boundary, working with Aurora we have agreed to make this 200’ connection. Aurora has designed, approved and permitted the connection, our contractor will construct as part of this project.

Links to Align Arapahoe:

- Increase Community and Regional Partnerships
- Improve Park, Trail and Open Space Opportunities
- Improve Customer Experience
- Enhance Quality of Life

Discussion:
The current request is for $2,500,000 of Arapahoe County Open Space Acquisition and Development fund dollars, which will be used to construct the entire trail and all landscaping.

Once we receive approvals and sign License Agreement Open Spaces will move forward with a Request for Proposal and contract with a construction company to build in 2019. We can utilize Public Works to assist in the Construction Management and utilize the current construction management company that is doing the work on the Quincy Gun/Gun Club intersection which is also slated to start in 2019.

Alternatives:
Delay, modify, or deny funding.

Fiscal Impact:
County support for this project for $2,500,000 will come from the Open Space Acquisition and Development fund. The fund balance exceeds this amount.

Concurrence:
This item was recommended by OSTAB for BoCC approval on December 3, 2018.

Attorney Comments:
None

Reviewed By:
Shannon Carter, Director
Intergovernmental Relations and Open Spaces

Tiffanie Bleau
Assistant County Attorney

Attachments:
- Attachment A – Harvest Trail Landscape Plans
- Attachment B – Harvest Trail Google Earth Map
- Attachment C – License Agreement
Harvest Trail
Gun Club Rd to Harvest Rd
LICENSE AGREEMENT

This LICENSE AGREEMENT (“License”) is made this ___ day of __________, 2019 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation hereinafter called the “Licensor,” and Arapahoe County, Colorado having its address at 5334 S. Prince Street, Littleton, CO 80120-1136, a political subdivision of the State of Colorado, hereinafter called the “Licensee.”

RECITALS

A. The Licensor is the fee owner of certain real property (the “Property”) on which it has constructed (or in the future may construct), operates and maintains certain facilities and equipment used in providing electric and/or gas utility service to its customers, and desires to protect and preserve the utility facilities and equipment located thereon and the future use of the Property, which is more particularly described as follows:

Insert Legal Description HERE. (PARCEL INFORMATION)

B. Licensee desires to construct, operate and maintain certain regional pedestrian and non-motorized bike trail improvements (the “Licensed Facility”) in, under, or along portions of the Property as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor’s permission therefor.

C. Licensor and Licensee enter this License in consideration of the provisions of C.R.S. §29-7.5-101, et seq.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) The Licensor hereby grants to the Licensee, its successors, and permitted assigns, with respect to such title and interest as the Licensor may have in the Property, and upon the terms and conditions hereinafter stated, the permission and right to construct, maintain, operate, repair, inspect, remove, and replace (but not enlarge) the Licensed Facility in, on, under, or along the Property. Such construction shall be located as shown on Exhibit A. If the Licensee’s construction, repairs or replacement of the Licensed Facility requires any deviation in any manner from Exhibit A (including any proposed relocation), the Licensee shall notify and obtain written approval for any changes from the Licensor in advance of any construction or work. Without limiting the foregoing, the Licensee shall prepare and submit to the Licensor as-built Exhibit(s)
depicting all deviations from the original Exhibit A no later than thirty (30) days after completion of construction. Provided Licensor has approved in writing such deviations in accordance with this paragraph, the License shall be amended, in an amendment signed by each of Licensor and Licensee, to replace the original Exhibit A with the new Exhibit(s).

(2) Subject to any express notice and cure periods in this License, this License may be terminated by Licensor for failure of Licensee to comply with any of the terms of this License.

(3) This License does not convey an interest in real property.

(4) The Licensor intends to use the Property for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution and other purposes as it deems necessary or desirable, and the rights herein granted to the Licensee for the use of the Property are subject to the rights of the Licensor to use the Property for such purposes, which rights the Licensor hereby expressly reserves.

(5) The Licensee shall remove, at its sole expense, the Licensed Facility from the Property or any part thereof, or relocate the same to a different location on the Property as requested by the Licensor, on a permanent or temporary basis if the Licensed Facility should interfere, in the Licensor’s sole and absolute discretion, with the Licensor’s use of the Property including with the operation and maintenance of the Licensor’s facilities as now or hereafter constructed. Such removal or relocation shall be completed within a reasonable time after Licensor provides written notice to Licensee, not to exceed ninety (90) days from the date the Licensor requests in writing that the Licensed Facility be relocated or removed. The Licensee shall be entitled to an extension of time to complete a relocation or removal where the Licensee’s performance was delayed by a cause beyond its reasonable control, and which could not be reasonably anticipated; provided, however, in no event shall an extension exceed one hundred eighty (180) days from the date the Licensor mails a request that the Licensed Facility be relocated. In no way limiting the foregoing, in the event that the Licensee’s use of the Property should, in the reasonable judgment of the Licensor, constitute a hazard to the Licensor’s facilities or the general public, the Licensor may require immediate removal, relocation, or modification of the Licensee’s facilities to eliminate such interference or hazard, and, in addition to Licensor’s rights under Paragraph 2 above, may suspend the Licensee’s right to use the Property under this License until such removal, relocation, or modification is completed. If the Licensee should fail to remove relocate or modify the Licensed Facility (as required under the paragraph) and restore the Property, the Licensor may remove the same and restore the Property at the expense of the Licensee.

(6) This License is issued subject to any prior licenses, easements, other land rights or leases granted by the Licensor to other parties, whether of record or not. The Licensor reserves the right to license others (or grant other land rights) to install improvements in, on, under, or along the Property or otherwise use the Property provided that same shall not interfere unreasonably with the Licensed Facility.
(7) The Licensee shall not do or permit to be done any blasting above, underneath, or near facilities on the Property without first having received prior written permission from the Licensor. In no way limiting the foregoing, any blasting shall be done in the presence of a representative of the Licensor and in accordance with directions such representative may give for the protection or safety of the facilities located on the Property.

(8) The Licensee agrees that it shall not begin construction on the Property until the Licensee first provides the Licensor with plans and specifications, and until such plans and specifications have been approved by the Licensor in writing. The Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two (2) working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if the Licensor has constructed electric transmission facilities on the Property, the Licensee shall contact the Licensor’s Electric Transmission Lines department at (303) 273-4669 at least four (4) working days prior to the commencement of construction on the Property, and unless waived by said department in writing, no construction shall be performed unless a representative of the Licensor is present at the time and place of construction. The instructions of such representative relating to the safety of the Licensor’s facilities will be followed by the Licensee, its agents, and employees. Any damage to facilities on the Property as a result of the above construction shall be paid for or repaired at the expense of the Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility on the Property.

(9) The Licensee agrees and understands that if the Licensor has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Licensee has been fully advised by the Licensor that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License, of the existence and nature of such natural gas facilities and the danger and risk involved.

(10) The Licensee has been fully advised by the Licensor that the natural gas facilities of the Licensor, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds. The Licensor shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operating of the Licensor’s cathodic protection system.

(11) The Licensee agrees and understands that if the Licensor has constructed electric power generation, transmission, distribution, or related facilities on the Property, the Licensee has been fully advised by the Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License, of the existence and nature of such electric facilities and the potential danger and risk involved.
(12) (a) (i) As used in this License, the term “Claims” means (1) losses, liabilities, and expenses of any sort, including attorneys’ fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this License, the term “Injury” means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) To the extent permitted by law, the Licensee covenants and agrees to at all times protect, indemnify, hold harmless, and defend the Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this License; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric power generation, transmission, or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities located on the Property; or (3) the Licensee’s or any other person’s presence at the Property as a result of or related to this License.

(c) The Licensee’s duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of the Licensee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials; (5) any Hazardous Materials (as defined below), regardless of origin; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Licensee, its sublicensees, invitees, agents, or employees.

(d) By agreeing to indemnification hereunder, the Licensee does not waive any provisions of the Colorado Governmental Immunity Act.

(13) Licensee shall purchase and maintain such insurance as shall protect Licensee and Licensor from claims which may in any way arise out of or be in any
manner connected with the performance of this License, whether such claims arise out of the act or failure to act of the Licensee, Licensor, or of the direct or indirect delegee, appointee, or employee of either.

(a) This insurance shall be as specified below, and, except for worker’s compensation, automobile, and professional liability insurance policies, all insurance policies shall name Licensor as an additional insured:

(i) Worker’s Compensation Statutory, Employer’s Liability Limit, in the amount of one million dollars ($1,000,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than five million dollars ($5,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars ($1,000,000);

(iv) The policies described herein shall be endorsed to show that the insurers waive subrogation against Licensor, its directors, officers, and employees; and

(v) The Licensee insurance requirements hereunder may be increased or additional insurance may be required to be obtained by Licensee if Licensor determines it is necessary based upon the Licensed Facility, changes in Licensor’s policies or changes in applicable laws. Licensor shall provide Licensee with written notice of any changes in insurance requirements and Licensee shall promptly thereafter comply with such notice, but in no event shall the compliance period exceed sixty (60) days from the date the notice was sent.

(b) Certificates of Insurance acceptable to Licensor shall be filed with Licensor prior to commencement of the construction of the Licensed Facility and use of the Property. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given Licensor. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee’s interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.
(14) The Licensor shall use care not to damage the Licensed Facility in the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of its facilities located on the Property, and shall give reasonable notice to the Licensee of any of its activities in the immediate vicinity of the Licensed Facility.

(15) The Licensee shall construct the Licensed Facility so as to maintain the maximum distance between the Licensed Facility and the Licensor’s electric and/or natural gas facilities, or other facilities located on the Property, allowable by the width and terrain of the Property, but always in compliance with applicable laws. If the Licensed Facility crossed over or under the Licensor’s electric and/or natural gas facilities, the crossing shall be as directed by the Licensor. Notwithstanding the foregoing, minimum vertical and horizontal separations, as directed by the Licensor, shall be maintained on all crossings and parallel encroachments.

(16) After initial construction of the Licensed Facility and thereafter, in the event of resettling, the Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore original conditions.

(17) The Licensee shall reimburse the Licensor for all costs involved for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

(18) A copy of this License shall be on the Property at all times during construction of the Licensed Facility.

(19) Upon the abandonment of the use of the Property by the Licensee, the License herein granted shall terminate. Non-use of the Licensed Facility for a period of one (1) year shall be deemed an abandonment. Upon termination due to an abandonment or otherwise, the Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property’s condition prior to this License taking effect. Removal of the Licensed Facility shall be performed under the same terms and conditions as the construction of the Licensed Facility. If the Licensee should fail to remove the Licensed Facility and restore the Property, the Licensor may remove the same and restore the Property at the expense of the Licensee.

(20) The Licensee further agrees to provide, keep in full force and effect, and require of its contractors or subcontractors, Workers’ Compensation insurance pursuant to the laws of Colorado on all employees entering upon the Property.

(21) This License is not transferable or assignable without the express written permission of the Licensor, which Licensor may grant or deny in its sole and absolute discretion.

(22) The Licensee shall bear the sole obligation of obtaining such other authority, approvals, permits or rights as the Licensee may need in addition to the rights
provided in this License for the construction and use of the Licensed Facility and use of the Property. Upon request from Licensor, the Licensee shall provide copies of all such authority, permits, approvals, or rights to the Licensor.

(23) The Licensee, its contractors, representatives, employees, sublessees, guests, invitees and agents (collectively, “Licensee Parties”) shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, approvals, and governmental orders, including all Environmental Laws (defined below), in relation to the Licensed Facility and the rights granted under this License. Licensee shall maintain the Licensed Facility in a condition that is safe and in good working order. Licensee agrees to maintain the Property and so much other area of Grantor’s property as is shown on Exhibit C. Licensee also agrees that it shall be responsible for maintaining the Property and so much of Grantor’s property that is impacted by the Licensed Facility, including, without limitation compliance with all stormwater management requirements related to, or arising out of, the Licensed Facility. As used herein, “Environmental Laws” shall mean any federal, state or local laws (including state common law), regulations, rules, ordinances, or orders or decrees of any applicable authority relating to or claiming jurisdiction over the Property, concerning the protection or preservation of human health, the environment or natural resources.

(24) Except with the express written permission of the Licensor, the Licensee Parties shall not bring onto the Property, or permit to be brought onto the Property, any hazardous or toxic substance or material (including petroleum) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction (“Hazardous Materials”). In the event the Licensee Parties brings Hazardous Materials onto the Property (with or without permission of the Licensor, but in no way limiting the requirement of Licensor’s written permission set forth in this paragraph), the Licensee Parties shall comply with all applicable laws (including Environmental Laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. The Licensee shall remove such Hazardous Materials from the Property immediately upon request of the Licensor. The Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration of any water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property, incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of the Licensee Parties.

(25) This License may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(26) All notices, demands, requests and other communications required or permitted under this License will be in writing and will be deemed delivered when actually received, or, if earlier, and regardless whether actually received or not, three (3) days after deposit in the United States mails, first class, postage prepaid, registered or certified addressed as follows:
if to Licensor: Public Service Company of Colorado
Siting and Land Rights
1800 Larimer Street, Suite 400
Denver, Colorado 80202-4256
Attn: Siting and Land Rights Manager
PSCo Doc Nos.

if to Licensee: Arapahoe County Open Spaces
6934 S Lima St, Unit A
Centennial, CO 80112

with a copy to: Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80120-1136

Any party may change its address by giving notice to the other parties as provided for above.

(27) If any provision of this License is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this License shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this License; and the remaining provisions of this License shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this License. This License and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law principles thereof. This License may be modified or amended only by an instrument in writing signed by each of Licensor and Licensee.

(28) If Licensor believes that Licensee has violated any provision of this License, Licensor shall provide written notice of such violation to Licensee describing the violation (“Default Notice”). Licensee shall have thirty (30) days from receipt of the Default Notice to cure such violation (“Cure Period”). In the event such violation cannot reasonably be cured within the Cure Period, Licensee shall have an additional thirty (30) days to cure such violation provided that Licensee diligently peruses such cure to completion within such thirty-day period. The Cure Period (and any extension thereof in accordance with the terms of this paragraph) shall not apply to any violations or provisions that already have a cure period set forth pursuant to the terms of this License. Notwithstanding anything to the contrary in this License, the Cure Period shall not apply in the event there is a violation that results in an emergency situation or a situation that endangers health, safety or Licensor’s facilities, in which event Licensee must immediately cure such violation; provided, further, that if Licensee fails to immediately cure such violation, Licensor may cure such violation at the sole cost of Licensee.
(29) By entering into this License, Licensor and Licensee do not intend to create an agency relationship and further agree that in fulfilling their respective duties under this License, neither Licensor nor Licensee is acting as an agent of the other.

(30) Additional Provisions: During construction, clearance from the overhead electric transmission lines will be maintained as described in Exhibit B.

[Signatures Follow]
IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

LICENSOR:
PUBLIC SERVICE COMPANY OF COLORADO

By:________________________________________

Agreed to and accepted by Licensee this ____ day of ____________, 20____.

LICENSEE:
ARAPAHOE COUNTY

__________________________________              ___________________________
Shannon Carter, Director                  Date
Intergovernmental Relations and Open Spaces
Arapahoe County
Pursuant to Resolution No. 180098

ATTEST:

________________________________________
CLERK AND RECORDER

________________________________________
Area Code and Telephone Number
EXHIBIT A

[SEE ATTACHED]

PLAN VIEW DESIGN DRAWINGS
CLEARANCE REQUIREMENTS

XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO
HIGH VOLTAGE ELECTRIC TRANSMISSION LINE
CLEARANCE REQUIREMENTS
FOR YOUR SAFETY

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20’) in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303-273-4662 or 303-273-4665 a minimum of 31 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3’) in any direction from the deenergized lines or conductors. There is a fee charged when an electrical clearance is required or the patrolman is on site for more than four hours.

Under NO circumstances may work be started within twenty feet (20’) in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.

When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement. For encroachment review and approval, please call (303) 571-7799.

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

[SEE ATTACHED]

MAINTENANCE LIMITS