

Licensee: Board of County Commissioners,
Adams County, State of Colorado
Investigation #: 2017-261
Line No.: 9548 (115kv) & 5055 (23kv)
Plat No.: 2211
License #: 108089

File with Doc. #: 99541 & 67568
Agent: Lynette Muncy
Engineer: William Braasch
Section 19-T2S-R67W, Adams County
LPM# _____

LICENSE AGREEMENT

This LICENSE AGREEMENT is made this 1st day of October, 2018, by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, STATE OF COLORADO, hereinafter called the "Licensee."

RECITALS

A. PSCo is the owner of an easement or right-of-way for utility facilities (the "Property"), and desires to protect the facilities located thereon and preserve the future use of said easement or right-of-way, which is described as follows:

ALL IN TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,

- A parcel of land located in the E1/2 NE1/4 SW1/4 of Section 19
- A parcel of land located in the W1/2 NE1/4 SW1/4 of Section 19

more particularly described in an easement recorded on May 23, 1983 in Book 2748, Page 946 and an easement recorded August 17, 1962 in Book 1007, Page 77 in the offices of the Clerk and Recorder of Adams County, Colorado.

B. Licensee desires to make certain installations and improvements for an open space park and trails, urban water detention area and involves grading which encroach in, on, under or along the property as more particularly shown on Exhibit A, attached hereto and made a part hereof, ("Licensed Facility"), and desires to obtain PSCo's permission therefor.

Any park amenities of steel material, including but not limited to, metal enclosures, handrails, metal signs, bike racks, within PSCo's right of way needs to be grounded for safety purposes.

C. PSCo is willing to consent to the Licensed Facility subject to the terms and conditions stated in this License Agreement.

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. PSCo hereby grants to Licensee, with respect to such title and interest as PSCo may have in the Property, and upon the terms and conditions hereinafter stated, the non-exclusive permission and right to construct, maintain, operate, repair, inspect, and remove the Licensed Facility in, on, under, or along the Property. The Licensed Facility shall be located and constructed as shown on Exhibit A and in accordance with the Plans and Specifications defined below. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibit A without the prior written consent of PSCo. Licensee shall prepare and submit to PSCo as-built exhibit(s) depicting the Licensed Facility, and calling out all deviations from Exhibit A no later than thirty (30) days after completion of construction. The rights granted by PSCo under this License Agreement are limited to the use by Licensee of the portion of the Property referenced on Exhibit A in connection with the Licensed Facility and for no other purpose

2. This License Agreement does not convey an interest in real property. The parties do not by this License Agreement intend to create a lease, easement or other real property interest. Nothing contained in this License Agreement shall be deemed or construed to create a partnership or joint venture of or between PSCo and Licensee, or to create any other relationship between the parties other than that of licensor and licensee.

3. PSCo 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 the rights herein granted to Licensee are subject to the rights of PSCo to use the Property for such purposes, which rights PSCo hereby expressly reserves.

4. PSCo is the owner of a limited interest in the Property. Licensee shall bear the sole obligation of obtaining from the fee owner of the Property or others owning any interest in the Property, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Property. Licensee agrees that any authorization granted herein is conditioned upon Licensee obtaining such additional authorization.

5. Licensee shall not interfere with PSCo's activities or facilities on the Property, and Licensee shall construct, maintain and operate the Licensed Facility and conduct its activities in a safe and prudent manner considering overhead transmission lines located above and any other PSCo facilities located on or below the surface of the Property

6. If PSCo determines, in its sole and absolute discretion, that the Licensed Facility may interfere with the operation and maintenance of PSCo's facilities, as now or hereafter constructed, PSCo may terminate this License, in whole or in part, by giving 90 days' notice to

Licensee. Following such notice, at its sole expense, Licensee will remove the Licensed Facility from the Property or any part thereof identified by PSCo within such 90 day period. In the event that Licensee's use of the Property should, in the reasonable judgment of PSCo, constitute a hazard to PSCo's facilities or the general public, PSCo may require immediate removal, relocation, or modification of Licensee's facilities to eliminate such interference or hazard, and may suspend Licensee's right to use the Property under this License Agreement until such removal, relocation, or modification is completed. PSCo may, but is not obligated to, permit the relocation of the Licensed Facility to a different location on the Property in its sole and absolute discretion.

7. The license granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. PSCo reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the Property provided that same shall not interfere unreasonably with the Licensed Facility. The license herein granted may also be subject and subordinate to the lien of PSCo's Indenture.

8. Licensee shall not do or permit to be done any blasting above, under, or on the Property without first having received prior written permission from PSCo, which may be withheld in PSCo's sole and absolute discretion. Any blasting shall be done in the presence of a representative of PSCo and in accordance with directions such representative may give for the protection or safety of persons and facilities located on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any blasting activities conducted by Licensee. Any monitoring by PSCo of blasting conducted by Licensee is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

9. Licensee agrees that it shall not begin construction on the Property until Licensee first provides PSCo with detailed plans and specifications for the Licensed Facility ("Plans and Specifications"), and until such Plans and Specifications have been approved by PSCo. After PSCo's approval, no material changes, modifications or alterations may be made to the Plans and Specifications without PSCo's prior written consent. In addition, Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if PSCo has constructed electric transmission facilities on the Property, Licensee shall contact PSCo's Electric Transmission Lines department at (303) 273-4662 at least five working days prior to the commencement of construction on the Property, and unless waived by said department, no construction shall be performed unless a representative of PSCo is present at the time and place of construction.

10. Licensee shall obey all PSCo written rules and regulations made known to it prior to its entry as well as reasonable oral instructions related to safety as such are made known to Licensee during its presence on the Property. Any damage to facilities on the Property as a result of Licensee's construction shall, at PSCo's option, be paid for or repaired at the expense of 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. Notwithstanding the foregoing, PSCo will have no duty to monitor any

activities conducted by Licensee. Any monitoring by PSCo of construction or other activities conducted by Licensee on or near the Property is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

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

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

13. Licensee agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo 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. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property pursuant to the provisions of this License Agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

14. **Licensee Responsible for Damages Caused by Licensed Activities.**

(a) As used in this License Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against PSCo by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

(b) As used in this License Agreement, the term "Injury" means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by PSCo for which PSCo would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

(c) Licensee shall be solely responsible for any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or

in part, (1) this License Agreement; (2) any act or omission of Licensee, or any of Licensee's employees, agents, contractors, consultants or any of their invitees; or (3) the presence of Licensee, or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property.

(d) Licensee's duty shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

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

(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.

(iii) Claims arising from Licensee causing the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below in, on, over, or around the Licensed Facility, or the off-site transportation and/or disposal of any Hazardous Materials by Licensee. This provision does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property by PSCo;

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

(v) Claims occasioned by or related to an actual or alleged Injury caused by Licensee or by Licensee's activities.

(e) The term "Hazardous Materials" includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any federal, state or local laws or regulations (including common law) concerning protection or preservation of human health, the environment, or natural resources, and regardless of form or concentration or origin.

(f) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this Section 13 indemnity will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of PSCo. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.

15. Licensee shall purchase, maintain and require such insurance as shall protect Licensee and PSCo from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, whether arising out of

the act or failure to act of Licensee, PSCo, the direct or indirect delegee, appointee, or employee of either. Licensee is a public entity subject to the Colorado Governmental Immunity Act ("CGIA") and shall maintain an insurance policy compliant with the CGIA at all times during the term of this License. Nothing in this License shall be construed as waiving Licensee's protections pursuant to the CGIA. Additionally:

(a) All insurance policies shall name PSCo as an additional insured:

(b) Certificates of Insurance acceptable to PSCo shall be submitted to PSCo prior to commencement of the construction of the Licensed Facility or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or modified unless and until thirty (30) days prior written notice has been given PSCo. 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.

16. Licensee shall at PSCo's option, pay for or repair any damage done to the Property as a result of the construction or operation of the Licensed Facility. In addition, after any activity by Licensee on the Property, Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall be responsible for properly closing or abandoning any wells installed by Licensee. Performance of restoration obligations shall be subject to the terms and conditions of Section 9 regarding Plans and Specifications.

17. Upon demand from PSCo, Licensee shall reimburse PSCo for all costs incurred 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 Agreement 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 Licensee, the License herein granted shall terminate. Upon expiration or termination of this License Agreement for any reason, Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property's condition prior to this License Agreement taking effect. Removal of

the Licensed Facility and restoration shall occur prior to the expiration of this License Agreement and no later than thirty (30) days following termination of this License Agreement other than by expiration. Removal of the Licensed Facility and restoration of the Property shall be performed under the same terms and conditions as the construction of the Licensed Facility. If Licensee should fail to remove the Licensed Facility and restore the Property, PSCo may remove the same and restore the Property at the expense of Licensee. The provisions of this Section shall survive expiration or termination of this License.

20. Licensee is a tax exempt entity.

21. Licensee will complete installation of the Licensed Facility and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of PSCo's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the Licensed Facility at its sole cost and expense and in compliance with all Laws.

22. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of PSCo, which consent may be withheld in PSCo's sole and absolute discretion. The consent by PSCo to any Assignment shall not be construed as a waiver or release of Licensee from the terms of any covenant or obligation under this License Agreement. Any Assignment or attempted Assignment by Licensee without PSCo's consent will terminate the license and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

23. Licensee is solely responsible for determining whether the Property is suitable for the Licensed Facility and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.

24. **No Environmental Warranties.** PSCo makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.

25. All materials, equipment, work, and installations of any nature brought upon or installed in the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither PSCo nor any party acting on PSCo's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed on the Property and Licensee hereby releases PSCo from all Claims arising out of loss, damage or destruction of such items.

26. Licensee shall bear the sole obligation of obtaining such other authority or rights as Licensee may need in addition to the rights provided in this License Agreement for the construction of the Licensed Facility and use of the Property.

27. **No Introduction of Hazardous Materials.** Except with the express written permission of PSCo, Licensee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction, which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of PSCo), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Property immediately upon request of PSCo. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, 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 Licensee, its agents, sublessees, invitees, or employees.

28. **Managing Hazardous Materials.** Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Property in connection with the Licensed Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Property.

29. **Notification of Hazardous Materials.** Licensee shall notify PSCo of any Hazardous Materials that Licensee encounters on the Property immediately upon encountering the Hazardous Materials.

30. **Licensee to Operate in Accordance with Environmental Laws.** Licensee shall construct and operate the Licensed Facility and conduct all activities in accordance with applicable environmental laws, including obtaining all required permits for its activities at the Property and signing all waste manifests. PSCo shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

31. The failure of PSCo at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same. No waiver by PSCo of the breach of any terms or covenant contained in this License, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this License.

32. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Grantee to subject the license, the Property, or any portion thereof to mechanic's liens. If any liens are filed against the Property resulting or arising in connection

with actions or agreements of Licensee, within fifteen (15) days after such filing, Licensee will release the same of record, either by payment or by providing a bond or other security satisfactory to PSCo. If Licensee fails to timely remove such lien, PSCo may, without waiving its rights and remedies based upon such breach by Licensee and without releasing Licensee from any obligation under this License Agreement, cause such liens to be released by any means PSCo deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Licensee will reimburse PSCo, on demand, for all amounts PSCo incurs (including, without limitation, the cost of a bond and reasonable attorneys' fees and costs).

33. All notices, demands, requests and other communications required or permitted under this License Agreement must be in writing and will be deemed received: (a) when personally delivered; (b) three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified; or (c) the first business day following deposit with a recognized overnight delivery service, such as United Parcel Service or Federal Express, in each case addressed as follows:

If to PSCo: Public Service Company of Colorado
 1800 Larimer Street, Suite 400
 Denver, CO 80202

 Attention: Michael E. Diehl, Manager
 Siting & Land Rights

PSCo Doc No. **108089**

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Licensee: Board of County Commissioners
 County of Adams, State of Colorado
 9755 Henderson Road
 Brighton, CO 80601

A copy to: Parks and Open Space Department
 Attn: Marc Pedrucci, Natural Resource Mgr.
 9755 Henderson Road
 Brighton, CO 80601
 303-637-8014
 mpedrucci@adcogov.org

PSCo or Licensee may change its address by giving notice to the other as provided for above.

34. In addition to other rights granted to PSCo to terminate this License Agreement and/or to require the relocation or removal of the Licensed Facility, this license will automatically terminate, without compensation or liability due to Licensee, in the event of the expiration or termination of the easement or right of way held by PSCo with respect to the Property. In addition, PSCo may terminate this License Agreement and the license hereby granted, without compensation or liability to Licensee, by giving thirty (30) days prior notice of termination to Licensee upon or at any time after the occurrence of any of the following events:

(a) Any condemnation or taking, or any conveyance, transfer or other disposition in lieu or in anticipation thereof, of any part of the Property.

(b) Any other sale, dedication to any governmental authority, or any other transfer by PSCo of any part of the Property.

(c) The failure of Licensee to comply with any provision of this License Agreement which failure continues for ten (10) days after notice from PSCo. Termination under this subsection (c) will not release Licensee from any of its obligations or liability under this License Agreement. In addition to any other right or remedy, PSCo may have under this License Agreement or at law, without waiving any Claim against Licensee, PSCo may, but is not obligated to, pay or perform any obligation of Licensee not fully or timely paid or performed and all costs incurred by PSCo in connection therewith shall be paid by Licensee to PSCo upon demand.

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

(b) This License Agreement incorporates all agreements and stipulations between PSCo and Licensee as to the Property and the Licensed Facility and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this License Agreement. This License Agreement consists of the document entitled "License Agreement" and Exhibits containing (i) the legal description of the Property; and (ii) a description of the Licensed Facility. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless separately executed by an authorized representative of PSCo. This License Agreement may only be modified by a writing executed and delivered by Licensee and an authorized representative of PSCo.

(c) This License Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to principles of conflict of laws.

(d) "Licensee" shall include the singular, plural, feminine, masculine and neuter. If more than one person or entity shall sign this License Agreement as Licensee, the

obligations set forth herein shall be deemed joint and several obligations of each such party or entity.

(e) This License Agreement may not be recorded or filed for record in the real estate records of the County in which the Property is located, nor in any other public office or records. In the event Licensee records or files this License Agreement, this License Agreement shall automatically terminate.

36. Licensee shall reimburse PSCo for all reasonable costs incurred by PSCo in connection with this License Agreement and/or the Licensed Facility, including without limitation, (a) in-house or third party costs incurred in connection with the review of Exhibit A and the Plans and Specifications (including revisions or modifications thereof); and (b) attorney fees and costs incurred in the administration and enforcement of this License Agreement, irrespective of whether Licensee is in default.

37. Licensee's covenants, agreements, and indemnity obligations shall survive the expiration or termination of this License Agreement.

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

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By: Michael E. Diehl
Michael E. Diehl, Manager
Siting & Land Rights
Public Service Company of Colorado

Agreed to and accepted by Licensee this 15th day of October 2018.


NAME OF LICENSEE:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS,
STATE OF COLORADO

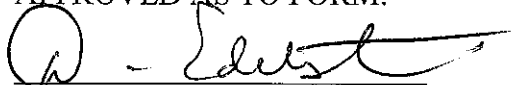
Mary Hodge
Mary Hodge, Chair

ATTEST:

STAN MARTIN, CLERK
AND RECORDER


Deputy Clerk

































APPROVED AS TO FORM:


County Attorney's Office

9755 Henderson Road
Brighton, CO 80601
303-637-8014

25471-11752

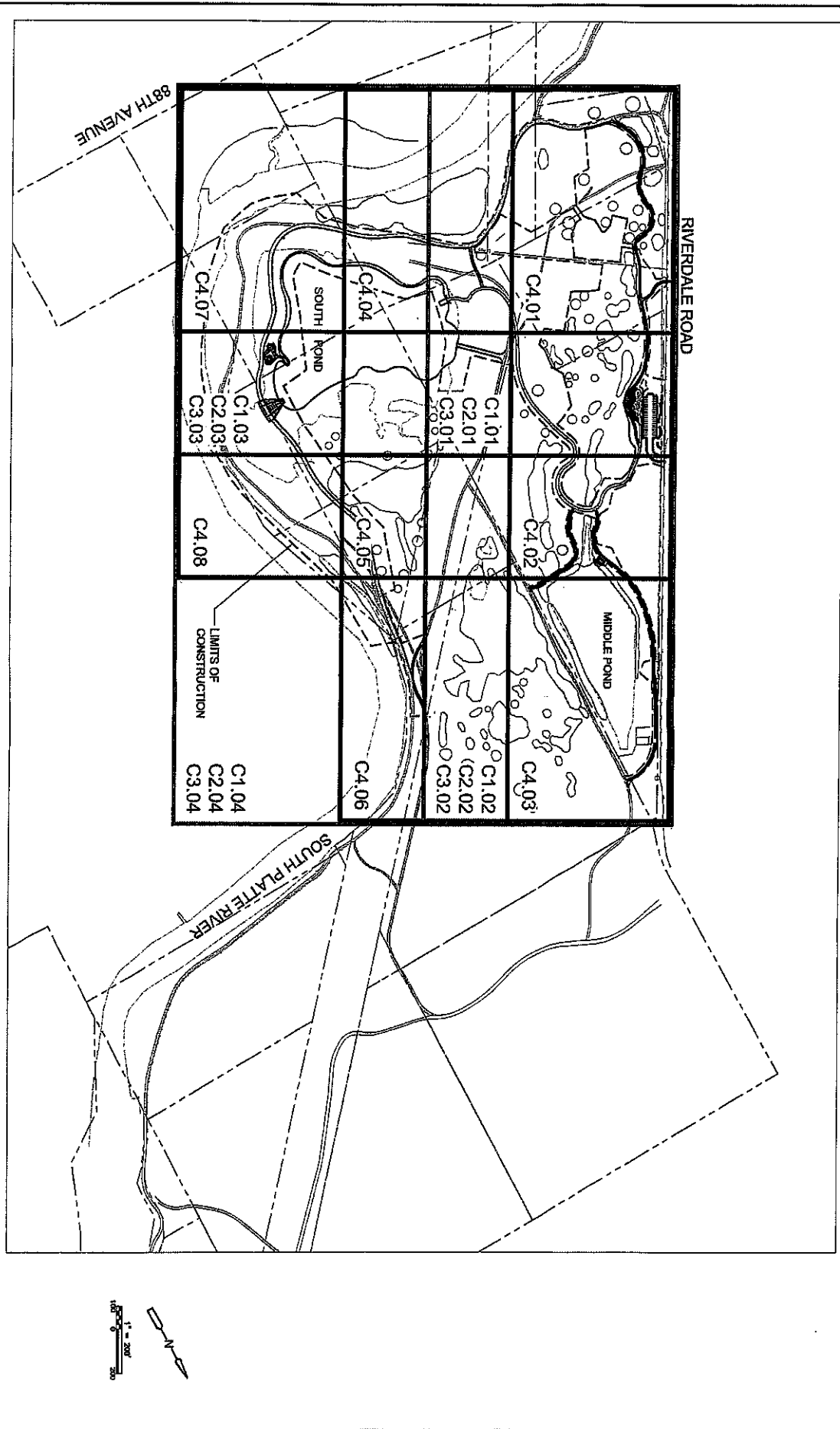
GENERAL NOTES

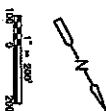
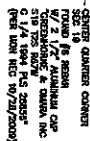
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|  | DECORATIVE VEGETATION |
|  | BRICK STRUCTURE (CONCRETE) |
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|  | SOL. BRICK (UNDER SCENE) |
|  | DECORATIVE BRICKS, PAVING |
|  | DECORATIVE CONCRETE WALL |
|  | PAVING CONCRETE PAVING |
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EROSION CONTROL NOTES

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NO.	DATE	REVISION	BY	CHKD.
1	08/01/12	ISSUED FOR PERMIT	A. JENSEN	A. JENSEN
2	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN
3	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN
4	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN
5	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN
6	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN
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23	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN
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100	08/01/12	REVISED FOR PERMIT	A. JENSEN	A. JENSEN





VERTICAL EXAGGERATION = 10X HORIZONTAL

TRANSMISSION TOWERS LOCATED BY FIELD SURVEY

DIAM DESIGN

**URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO**

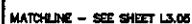
**XCEL ENERGY TRANSMISSION SYSTEMS
PLAN AND PROFILE**

PROJECT NO. 31135-1130

DRAFT FINAL DESIGN - NOT FOR CONSTRUCTION











EXHIBIT A

6-19-18



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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CDM Smith
 CIVIL ENGINEERING
 10000 E. 1st Avenue, Suite 100
 Denver, CO 80231



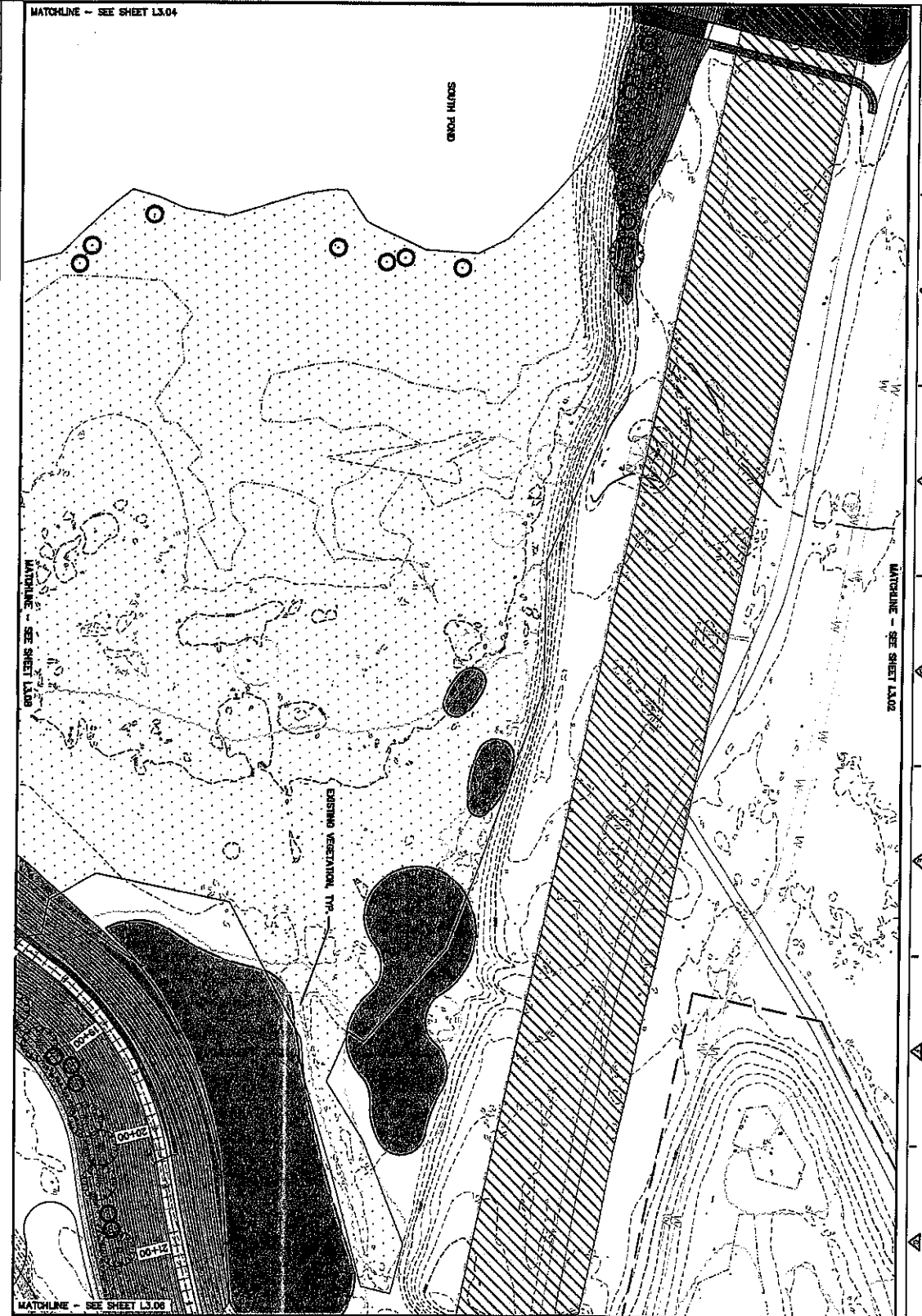
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
 88TH AVENUE
 OPEN SPACE IMPROVEMENTS
 ADAMS COUNTY, COLORADO



LANDSCAPE AND
 ECOLOGY PLAN



ISSUED FOR CONSTRUCTION
 10/2/16
 PROJECT NO. 2015-11307
 SHEET NO. L3.05



ECOLOGICAL LEGEND

- LOW WATER TABLE AREA
- ZONE 1 SOILS
- ZONE 2 SOILS
- ZONE 3 SOILS
- ZONE 4 SOILS
- EXISTING WETLAND
- EXISTING FOREST
- EXISTING VEGETATION
- PRESERVATION AREA
- EXISTING VEGETATION TO BE REMOVED

SYMBOLS

- ROADWAY
- UTILITY LINE
- FENCING
- EROSION CONTROL
- TREE
- SHRUB
- GRASS
- BARE SOIL
- WATER
- ROCK
- SAND
- SILT
- CLAY
- ORGANIC MATERIAL
- INORGANIC MATERIAL
- OTHER MATERIAL














BAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

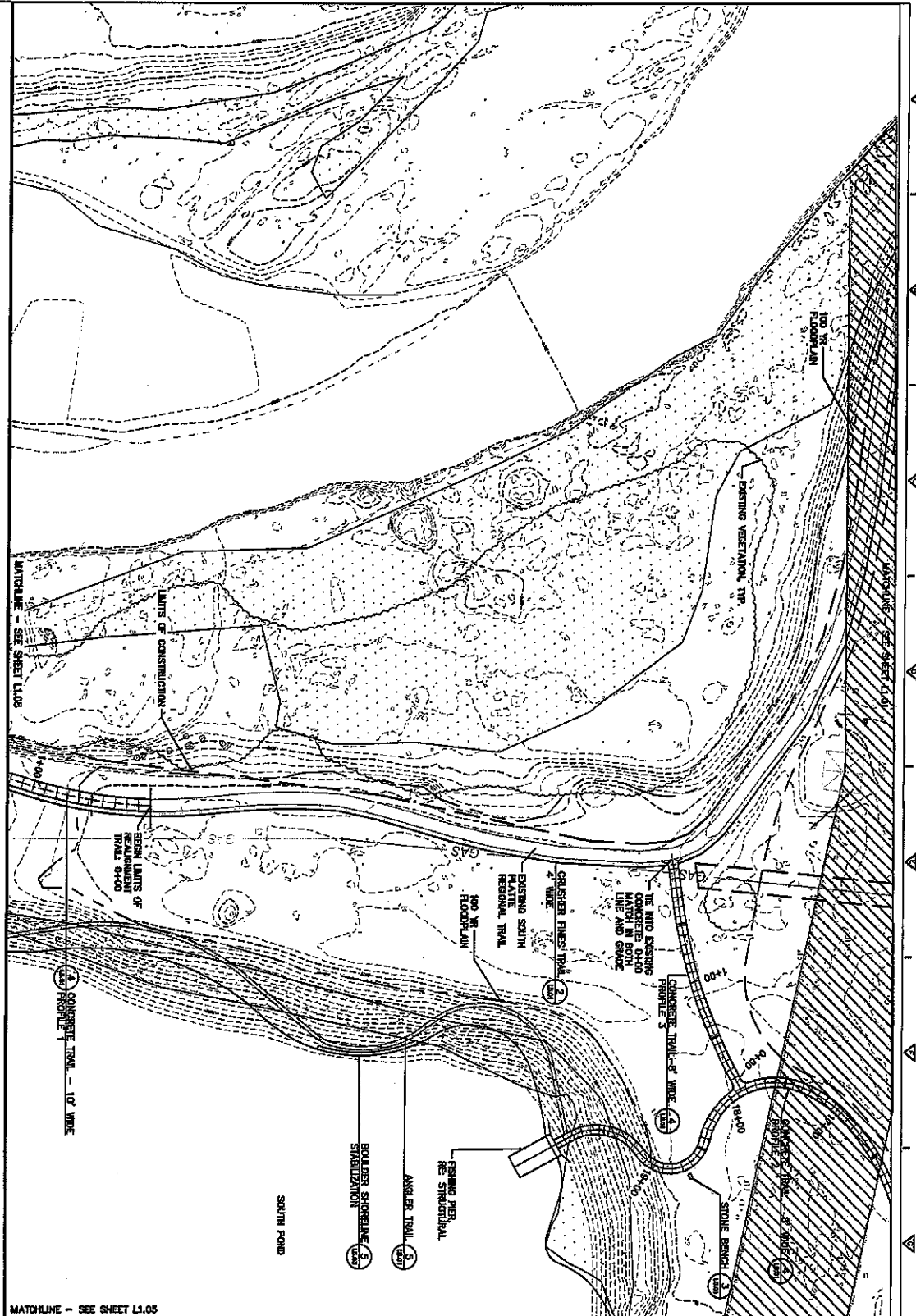
LANDSCAPE AND
ECOLOGICAL PLAN

PROJECT NO. 55415-11376	SAFETY NO. L3.06
FILE NAME:	

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ECOLOGICAL LEGEND

- | | |
|---|-------------------------------------|
|  | UNION WITH BLACK SMOKE |
|  | ZONE 1 SMOKE |
|  | ZONE 2 SMOKE |
|  | ZONE 3 SMOKE |
|  | ZONE 4 SMOKE |
|  | EXPOSURE METALLOIDS |
|  | EXPOSURE TRACE |
|  | EXPOSURE VERTICALLY |
|  | PREEXPOSURE AREA |
|  | EXPOSURE VERTICALLY TO BE RECOVERED |
|  | EXPOSURE PULVER |



LEGEND

OPTIONAL PAGES

CONSTITUTIONAL PROVISIONS

EDITING FEATURES

3

RESTORATION AREA

Distance Measurement

PROHIBIT

100

62118

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NO.	DATE	BY	CHKD	APPD	REVISIONS
1	08-21-2018	CDM SMITH			ISSUED FOR CONSTRUCTION

CDM Smith
DM DESIGN
 10000 E. 1st Avenue, Suite 100
 Denver, CO 80231
 (303) 733-1234



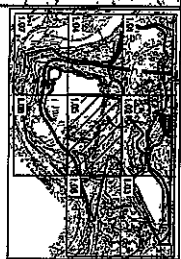
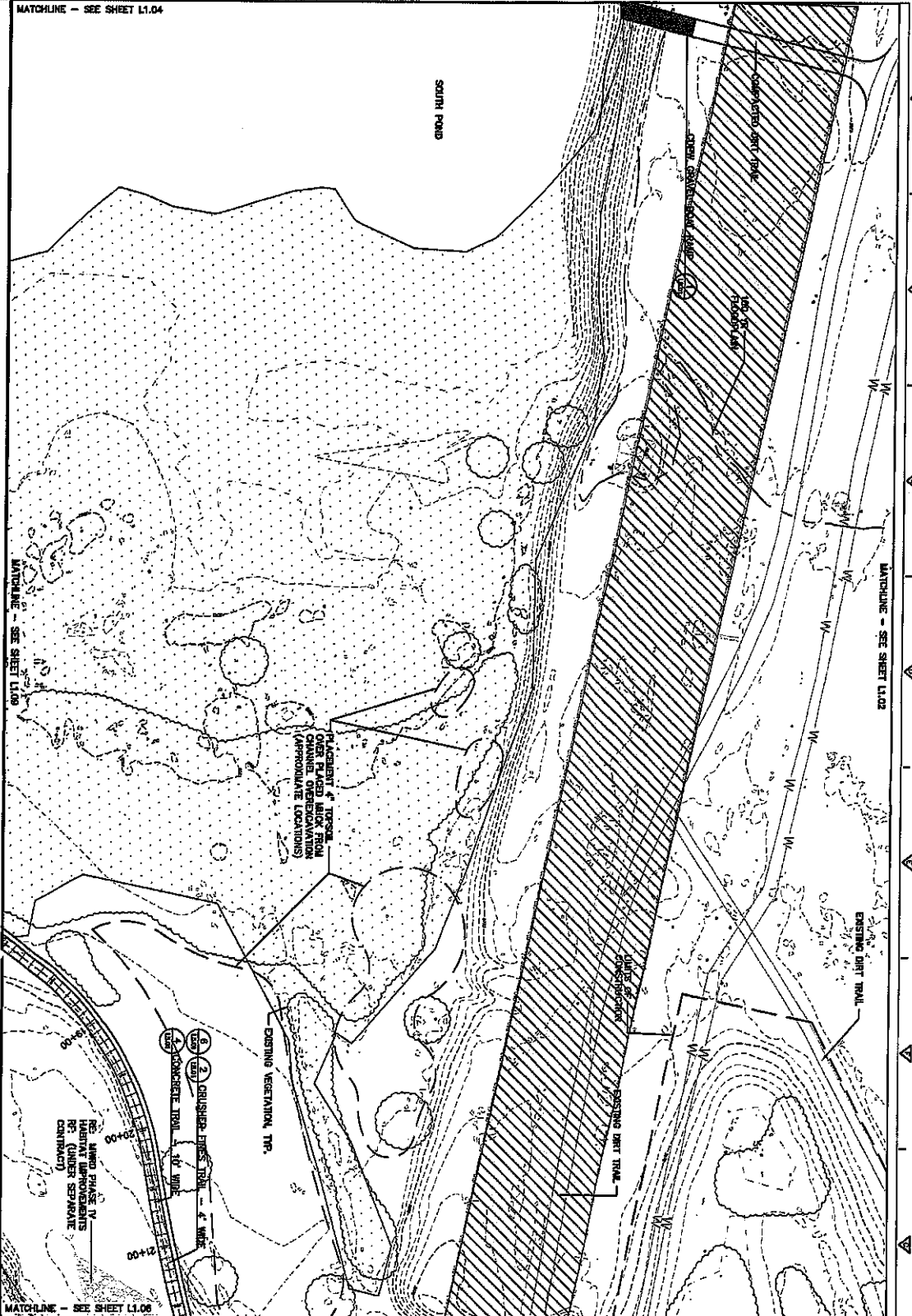
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
 88TH AVENUE
 OPEN SPACE IMPROVEMENTS
 ADAMS COUNTY, COLORADO



MATERIALS AND LAYOUT PLAN
 SHEET NO. L1.05
 08/21/18



ISSUED FOR CONSTRUCTION
 L1.05



- LEGEND**
- EXISTING FENCE
 - EXISTING TRAIL
 - EXISTING CONCRETE TRAIL
 - EXISTING RETAINING WALL
 - EXISTING FENCE
 - EXISTING VEGETATION
 - PROPOSED FENCE
 - PROPOSED TRAIL
 - PROPOSED CONCRETE TRAIL
 - PROPOSED RETAINING WALL
 - PROPOSED FENCE
 - PROPOSED VEGETATION
 - PROPOSED FENCE
 - PROPOSED TRAIL
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 - PROPOSED VEGETATION

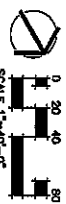


URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
88TH AVENUE
OPEN SPACE IMPROVEMENTS
ADAMS COUNTY, COLORADO

MATERIALS AND LAYOUT PLAN

PROJECT NO. 233	DATE PLOTTED: L1.06
DATE PLOTTED:	

157537



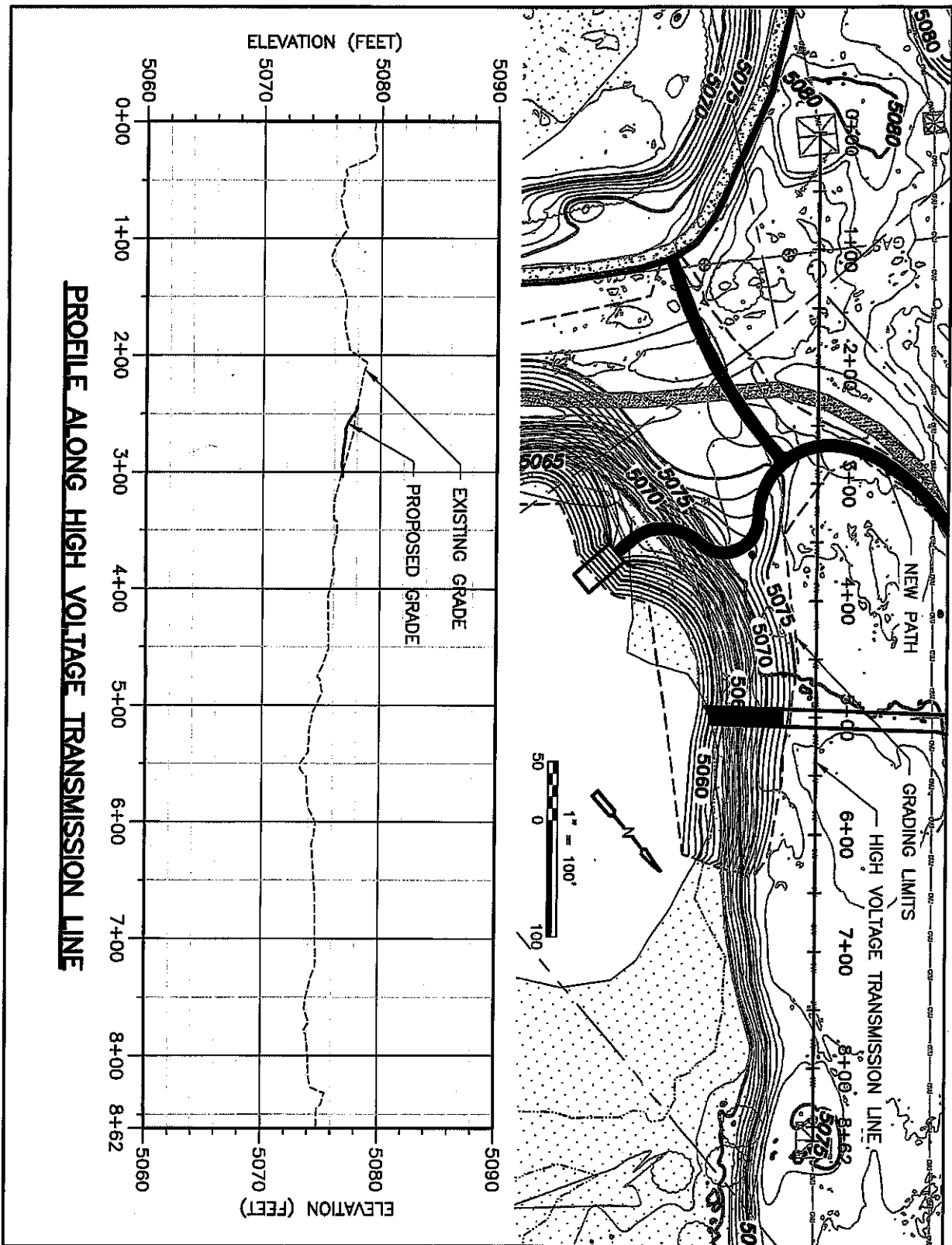


EXHIBIT "B"

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 5 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 de-energized 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) 571-7478.

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