

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION CONVEYING A GAS EASEMENT TO PUBLIC SERVICE COMPANY OF  
COLORADO FOR THE CONSTRUCTION OF A 24 INCH GAS PIPELINE TO ITS  
CHEROKEE STATION AT EAST 64<sup>TH</sup> AVENUE AND YORK STREET

**Resolution 2014-139**

WHEREAS, Public Service Company of Colorado in response to the “Clean Air-Clean Jobs Act” is converting its Cherokee Station coal fired electric generation units to gas fired units; and,

WHEREAS, it is necessary to construct a 24 inch high pressure gas pipeline from Weld County to its Cherokee Station at East 64<sup>th</sup> Avenue and York Street; and,

WHEREAS, the County owns the South Platte River property where the high pressure gas pipeline will cross, located in the Southwest Quarter of Section 1, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, granting the easement on the County property is necessary and will not impact the County’s use of the property for the South Platte River or the regional trail along the South Platte River.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Gas Easement, a copy of which is attached hereto and incorporated herein by this reference, is granted to Public Service Company of Colorado.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Chairman of the Board of County Commissioners is hereby authorized to execute said Gas Easement on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye  
Commissioners

STATE OF COLORADO    )  
County of Adams        )

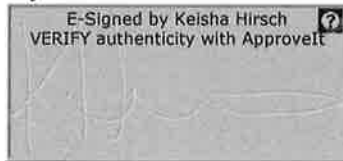
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24<sup>th</sup> day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

After recording, return to:  
Public Service Company of Colorado  
Right of Way & Permits  
1123 West 3rd Avenue  
Denver, CO 80233  
Attn: RD Lightley

DIVISION **Eastern**  
LOCATION **12-3S-68W**  
**Adams County**

ROW AGENT **RD Lightley**  
DESCRIP.AUTHOR **SEH, Inc.**  
AUTHOR ADDRESS

DOC. NO. **166168**  
PLAT/GRID NO.  
WO/JO/CREG NO. **11467057**

### GAS EASEMENT

Adams County, Colorado ("**Grantor**") for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, grants, bargains, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Denver, CO 80202, Suite 1100 ("**Grantee**"), its successors and assigns, a gas easement (the "**Easement**") more particularly described as follows:

A perpetual non-exclusive easement for the transmission or distribution, or both, of gas on, over, under, through and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
BY THIS REFERENCE (the "**Easement Area**").

Together with the full right and authority in Grantee, its successors, licensees, contractors, or assigns, and its and their agents and employees to (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below); (2) access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain gas pipeline, with necessary and proper valves, manholes, gas meter/regulator stations, guardrails, fences, and other appurtenances and devices used or useful in connection therewith (collectively the "**Facilities**"); (3) remove objects interfering with the Facilities or the exercise of Grantee's rights hereunder; and (4) use and have reasonable ingress and egress along and across the Easement Area for personnel, equipment and vehicles.

Grantor agrees not to perform any act that will impair the structural integrity of, interfere with, or endanger said Facilities. Without limiting the foregoing, Grantor shall not, without the prior written approval of Grantee, alter the existing ground elevations or change the compaction of the soil on the Easement Area. No temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over Easement Area by Grantor, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Grantor shall not without the prior written approval of Grantee, build, create, construct, nor allow to be built, created, or constructed, any utilities, streets, curb and gutters, parking surfaces, trees, landscaping, fences, or similar improvements, permanent or temporary, nor allow the impoundment of water on the Easement Area. Any of the improvements or structures described in this paragraph may be hereinafter called "**Improvements**". No failure by Grantee to remove or otherwise object to such Improvements shall be deemed to constitute consent on the part of Grantee to such Improvements. In addition, no such failure by Grantee to remove or otherwise object to such Improvements shall be deemed a waiver of Grantee's right to remove any such Improvements without further notice or compensation to Grantor. No waiver by Grantee of any provision hereof, nor any approval of Grantee required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Grantee.

Grantor further agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four business days (or such longer time if required by applicable law) prior to the commencement of construction or excavation on the Easement Area to arrange for field locating of Facilities.

Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized. Following completion of construction or renovation of its Facilities on the Easement Area, Grantee shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on Grantee unless made in writing and executed by an authorized representative of Grantee (or its successor or assign, if applicable). The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey and grant the easement and rights contained in this Easement. This grant is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided Grantee with a consent and subordination agreement, executed by such mortgagee or lien holder and attached hereto.

This Easement incorporates all agreements and stipulations between Grantor and Grantee as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. This Easement consists of the document entitled "Gas Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Grantee, and no Addendum shall be effective and binding upon Grantee unless separately executed by an authorized representative of Grantee.

*[signature pages follow]*

Executed and delivered this 21st day of April, 2014.

**GRANTOR:**

**ADAMS COUNTY:**

ATTEST:

KAREN LONG, CLERK



The Board of County Commissioners  
of the County of Adams, State of Colorado

By: Keisha Hirsch  
Keisha Hirsch, Deputy Clerk

By: Charles Tedesco  
Charles "Chaz" Tedesco, Chairman

Approved as to form:

[Signature]  
County Attorney's Office

STATE OF COLORADO     )  
  )ss  
COUNTY OF ADAMS     )

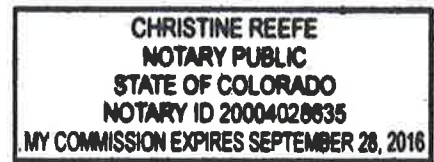
The foregoing instrument was acknowledged before me this 21st day of April, 2014 by Charles "Chaz" Tedesco as Chairman of the Board of County Commissioners of the County of Adams, State of Colorado.

Witness my hand and official seal.

Christine Reeve

Notary Public

My commission Expires Sept. 28, 2016





Permanent Easement  
Adams County Parcel

Two parcels of land, Parcel A and Parcel B, lying in the southwest one-quarter (SW1/4) of Section 1, Township 3 South, Range 68 West, of the 6th Principal Meridian, County of Adams, State of Colorado, described as follows;

**PARCEL A** – Commencing at the southwest corner of said Section 1; thence N82°48'23"E, 2211.60 feet, to the southwest right-of-way line of Interstate 270, the Point of Beginning;

thence N73°21'52"W, 442.97 feet, to the northwest line of that parcel of land described in Book 239, Page 237, Adams County Records;  
thence northeasterly, along a non-tangent curve to the left having a radius of 278.34 feet, a central angle of 13°07'01", a length of 63.72 feet and a chord that bears N54°47'15"E, 63.58 feet, along said northwest line;  
thence S73°21'52"E, 306.91 feet, to said southwest right-of-way line;  
thence S46°02'39"E, 108.94 feet, along said southwest right-of-way line, to the Point of Beginning.

Parcel A contains 18,670 square feet (0.429 acres), more or less.

**PARCEL B** – Commencing at the southwest corner of said Section 1; thence N77°36'38"E, 1358.27 feet, to the west line of the southeast one-quarter of the southwest one-quarter (SE1/4 SW1/4) of said Section 1, the Point of Beginning;

thence N00°09'22"W, 19.10 feet, along said west line, to the northwest line of that parcel of land described in Book 239, Page 237, Adams County Records;  
thence N79°57'44"E, 232.91 feet, along said northwest line;  
thence S31°46'52"W, 8.03 feet;  
thence S76°46'52"W, 231.19 feet, to the Point of Beginning.

Parcel B contains 2,845 square feet (0.065 acres), more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description bearings are based on the south line of the southwest one-quarter (SW1/4) of said Section 1 being N89°36'52"E.

The author of this description is Norman L. Simonson, PLS 28288, prepared on behalf of SEH Inc., 12640 Cedar Drive, Suite F, Lakewood, CO 80228, on February 20, 2014, under Job No. PSCOC 118225 1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Norman L. Simonson, PLS 28288

S:\survey land projects r2\_(PSCOC 118225-1.0) Ft Lupton to Cherokee ROW\Desc\Adams County Parcel.doc

12640 Cedar Drive, Suite F, Lakewood, CO 80228-1557

SEH is an equal opportunity employer | [www.sehinc.com](http://www.sehinc.com) | 303.586.5800 | 303.586.5801 fax

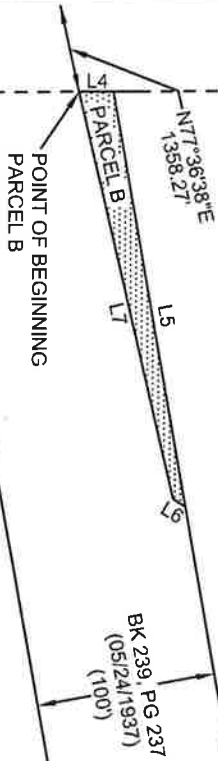
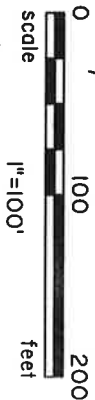
EXHIBIT A  
 PERMANENT EASEMENT  
 ADAMS COUNTY PARCEL  
 SHEET 2 OF 2

SW1/4,  
 SEC 1,  
 T3S, R68W

W LINE, SE1/4 SW1/4, SEC 1

| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | N73°21'52"W | 442.97' |
| L2   | S73°21'52"E | 306.91' |
| L3   | S46°02'39"E | 108.94' |
| L4   | N00°09'22"W | 19.10'  |
| L5   | N79°57'44"E | 232.91' |
| L6   | S31°46'52"W | 8.03'   |
| L7   | S76°46'52"W | 231.19' |

| CURVE | RADIUS  | DELTA     | LENGTH | CH BEARING  | CHORD  |
|-------|---------|-----------|--------|-------------|--------|
| C1    | 278.34' | 13°07'01" | 63.72' | N54°47'15"E | 63.56' |



POINT OF COMMENCEMENT  
 SW CORNER, SECTION 1

ADAMS COUNTY PARCEL  
 PARCEL A = 18,670 S.F. (0.429 AC.) MIL  
 PARCEL B = 2,845 S.F. (0.065 AC.) MIL

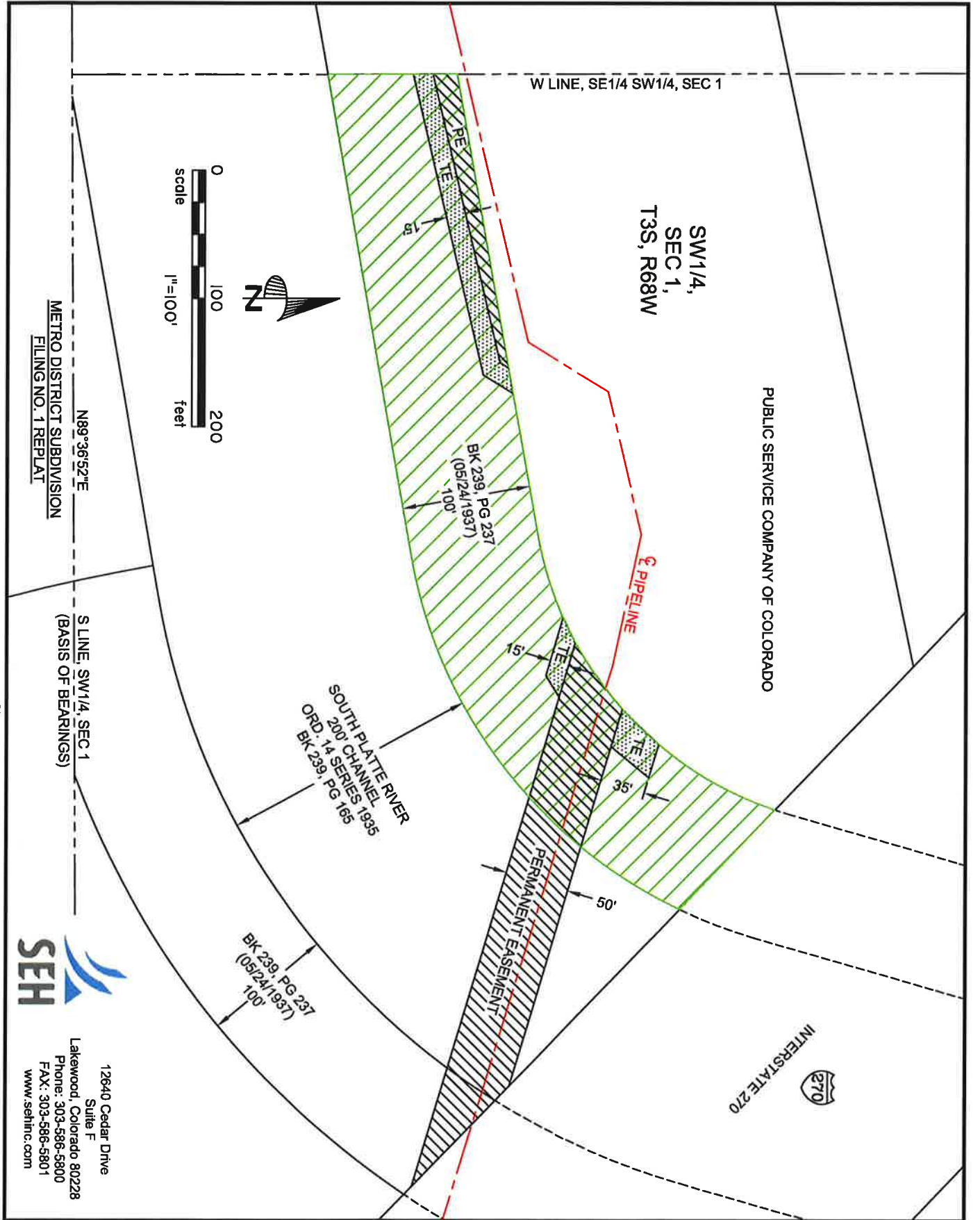
SOUTH PLATE RIVER  
 200' CHANNEL  
 ORD. 14 SERIES 1935  
 BK 239, PG 185

METRO DISTRICT SUBDIVISION  
 FILING NO. 1 REPLAT

S LINE, SW1/4, SEC. 1  
 (BASIS OF BEARINGS)



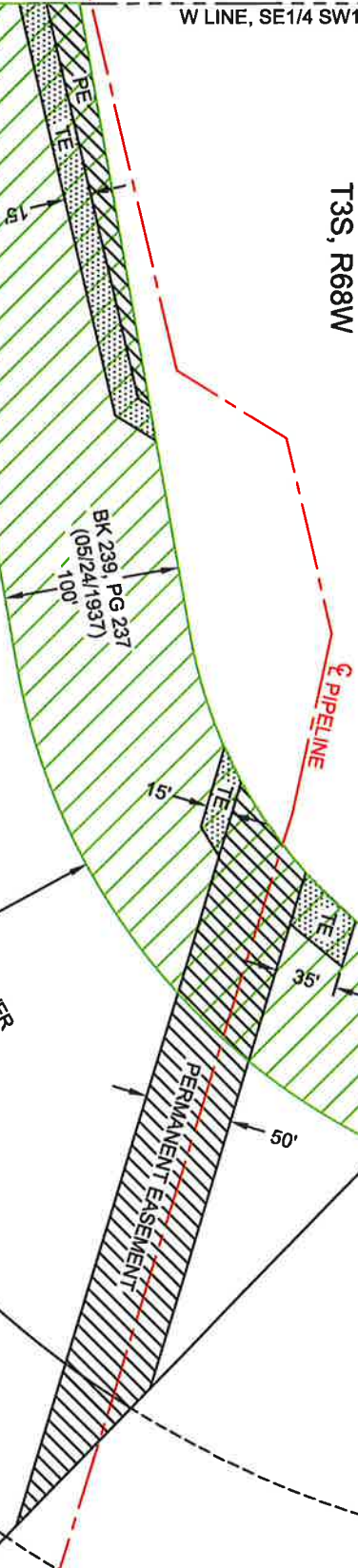
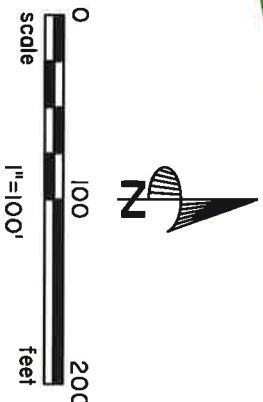
12640 Cedar Drive  
 Suite F  
 Lakewood, Colorado 80228  
 Phone: 303-586-5800  
 FAX: 303-586-5801  
 www.sehinc.com



W LINE, SE1/4 SW1/4, SEC 1

SW1/4,  
SEC 1,  
T3S, R68W

PUBLIC SERVICE COMPANY OF COLORADO



SOUTH PLATE RIVER  
200' CHANNEL 1935  
ORD. 14, SERIES 1935  
BK 239, PG 165

BK 239, PG 237  
(05/24/1937)  
100'



N89°36'52" E  
METRO DISTRICT SUBDIVISION  
FILING NO. 1 REPLAT

S LINE, SW1/4, SEC 1  
(BASIS OF BEARINGS)



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