

**SUBJECT: ADLER-FINGRU OPEN SPACE PUBLIC SERVICE COMPANY
OF COLORADO UTILITY EASEMENT**

DATE: SEPTEMBER 17, 2024

PRESENTED BY: ADAM BLACKMORE, PROS DIRECTOR

OVERVIEW:

The City of Louisville co-owns the Adler-Fingru Open Space property with Boulder County Open Space & Mountain Parks (BCOSMP) and the City of Lafayette with BCOSMP serving as the primary property manager. Public Service Company of Colorado (PSCo) has provided a notice of intent to increase the width of their existing utility easement and provided a “fair market” price for the easement on the jointly owned property. This fee will be split between Boulder County, Lafayette, and Louisville. The final approval of the revised utility easement will occur after the three (3) co-managing agencies have governing body authorization. Boulder County commissioners will review the agreement, and any approvals from Louisville and/or Lafayette, within the next 60-days. Lafayette intends to review within the next 30-days.

FISCAL IMPACT:

Revenue payable to Louisville from total easement sale amount of \$7,350 will be 25% or \$1,837.50

RECOMMENDATION:

Approve utility easement and purchase price.

ATTACHMENT(S):

1. Adler-Fingru Utility Easement agreement
2. PSCo notice of intent letter
3. Payment intent e-mail

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☐		Reliable Core Services
☐		Vibrant Economic Climate	☒		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☒		Collaborative Regional Partner

UTILITY EASEMENT

This Utility Easement ("Easement") is granted this ____ day of _____, 2024, by the **County of Boulder**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 ("County"), the **City of Louisville**, a Colorado home rule municipal corporation ("Louisville"), and the **City of Lafayette**, a Colorado home rule municipal corporation ("Lafayette") (together collectively referred to as "Grantor") to **Public Service Company of Colorado**, a Colorado corporation, whose address is 1123 West 3rd Avenue, Denver, Colorado 80223 ("Grantee").

RECITALS

- A. Grantor owns the property known as the Adler-Fingru Open Space property, legally described on Exhibit A, attached hereto and incorporated herein by this reference ("Grantor's Property"); and
- B. Grantor previously granted to Grantee a non-exclusive perpetual 10-foot-wide easement across Grantor's Property for one electrical feeder line by that certain Utility Easement agreement, recorded with the Boulder County Clerk and Recorder on April 28, 2010, at reception no. 03071470 ("2010 Easement"); and
- C. Grantor and Grantee now understand that Grantee inadvertently placed its electrical line outside of the 2010 Easement area; and
- D. Grantee desires to install a second electrical feeder line in approximately the same area as the 2010 electrical line; and
- E. Grantor desires to grant to Grantee an additional 15-foot-wide non-exclusive perpetual right of access over and across Grantor's Property to install, operate, maintain, repair and replace one underground electric feeder line along the route generally depicted and legally described on Exhibit B, subject to the conditions contained in this instrument ("2024 Easement"); and
- F. Grantor and Grantee intend that the 2024 Easement have the effect of increasing the total easement area to a width of 25 feet, thereby encompassing both the location of the second electrical line and the actual installation location of the first electrical line; and
- G. Grantee acknowledges this Easement is subject to all prior recorded encumbrances; and
- H. County has complied with the notice requirements for the disposition of open space purchased with Boulder County open space sales and use tax revenues dedicated to the acquisition and preservation of open space lands in Boulder County.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the sum of Seven Thousand Three Hundred and Fifty DOLLARS (\$7,350.00), the forgoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, Grantor hereby

conveys to Grantee, its successors and assigns, the non-exclusive perpetual easement described below:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual 25-foot wide easement extending south from the southern boundary of Outlot A of Centaur Village, plat file # P4, F-2, #43, recorded in the records of the Boulder County Clerk and Recorder's Office, across Grantor's Property, terminating at the southern boundary of Grantor's Property and the Right-of-Way of Empire Drive, which easement is legally described on Exhibit B (the "Easement Property"), for the right to install, operate, maintain, repair and replace two underground electric feeder lines ("Utility Line") subject to the following conditions:

Grantee must install the Utility Line by boring underground. Grantee may not trench or otherwise disturb the surface of the Grantor's Property anytime during the construction, installation, and future maintenance or replacement of the Utility Line without the express written consent of Grantor; provided however, Grantee may create a single bore pit at the mid-point of the bore, as depicted in the plans dated 5/24/2024 and on file in the Grantor's office.

Prior to conducting work on the Easement Property, Grantee must obtain a permit from Grantor to enter over the Grantor's Property to access the Easement Property. Such permit may contain additional terms and conditions with which the Grantor must comply including but not limited to restrictions on the time of year that the work may be conducted and the mitigation of impacts to and restoration of surface conditions of the Grantor's Property.

Grantee agrees to conduct a pre-construction meeting with the Grantor prior to any work being commenced.

2. Purpose. The Easement Property may only be used for the installation, operation, maintenance, repair and replacement of the Utility Line through and across the Easement Property. Grantee must not use the Easement Property for any other uses without an amendment of this Easement or the express written agreement of Grantor. Similarly, Grantee must contain all work activities within the Easement Property and must not use other areas of Grantor's Property or other property owned by Grantor. Without limiting the foregoing, the terms of this Easement will apply to the initial construction and to all future maintenance or replacement operations.

3. Construction, Improvements and Maintenance. Within the Easement Property, Grantee may access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, inspect, and maintain electrical lines; and use and have reasonable ingress and egress along and across the Easement Property for personnel, equipment, and vehicles. The initial installation of the Utility Line must be by boring beneath the surface of the Easement Property, without disturbance to the surface. To the extent reasonably feasible, all future maintenance and repairs to the electrical lines must also be completed through the underground conduit in which the electrical lines are placed, and surface disturbance must be avoided. Grantee may not pave or otherwise create an impermeable surface over any portion of the Easement Property.

3.1 Grantee must contain all work activities within the Easement Property and must not affect any other portion of Grantor's Property. Grantee must bury any and all utility lines at a sufficient depth at the time of construction so as not to interfere with Grantor's ordinary use of Grantor's Property.

3.2 Grantee must comply with all Boulder County, City of Louisville and City of Lafayette land use regulations, including without limitation, obtaining all necessary approvals and permits for the uses permitted hereunder.

3.3 Grantee is responsible for all construction costs and any repairs or maintenance necessary for its construction, maintenance and/or use of the Easement Property. If Grantee is reasonably required to disturb the surface of the Easement Property, Grantee must restore the Easement Property to its prior condition, including all improvements thereon, including but not limited to, fences, drain tiles, irrigation systems, landscaping, and roads, and must pay Grantor for damages to Grantor's Property, including but not limited to, damage to growing crops, livestock, and other damages caused by Grantee's activities.

3.4 Grantee may conduct routine maintenance activities within the Easement Property but must not make improvements or conduct anything other than routine maintenance without having first provided written notice and plans two weeks prior to the initiation of said work to the Director, Parks & Open Space Department, P.O. Box 471, Boulder, Colorado 80306 and receiving written approval from said county department prior to conducting the work, which approval may not be unreasonably withheld.

3.5 Upon completion of the project, Grantee must remove all equipment, materials, and supplies and must leave the Open Space in its original or better condition and void of all hazards including but not limited to hazardous changes in topography, such as holes, ruts, and dirt piles.

4. Escrow. Prior to the initial construction and prior to each additional incident of any maintenance or construction activity on the Easement Property, Grantee must place Ten Thousand Dollars (\$10,000.00) into escrow with Grantor upon execution of this Easement to assure Grantee's satisfactory completion of all County-required reclamation, including weed control. Upon Grantee's completion of reclamation, Grantee must submit to Grantor a written request for return of the escrowed funds. Grantor must promptly return the escrowed funds to Grantee after receiving Grantee's request, unless Grantor determines, in its sole discretion, that damages to the Work Area or any other portion of Grantor's Property, have not been adequately reclaimed, in which case, Grantor may retain that portion of the escrowed funds necessary to complete the restoration or may afford Grantee the opportunity to attempt to cure the deficiencies in restoration. If Grantor determines that reclamation cannot be fully accomplished with the escrowed funds, Grantor may bill Grantee for all additional costs, and Grantee must promptly reimburse Grantor for said costs.

5. Relocation. Grantee hereby acknowledges and agrees that if Grantor's management of Grantor's Property creates a need for a relocation of the Easement Property as determined in

Grantor's sole discretion, Grantee will cooperate with Grantor to accomplish such relocation at Grantor's expense. In the event of relocation, Grantor and Grantee must execute such documents as are necessary to vacate the location of the access easement as set forth in this Easement and to establish and record the Easement Property's new location.

6. Ecological, Hydrological and Geological Considerations. The work of installing and maintaining the Utility Line must be done with all reasonable care as to not adversely affect the surface of Grantor's Property. Grantee agrees that the Utility Line must be buried at a sufficient depth at the time of construction so as not to interfere with or inhibit Grantor's use of Grantor's Property, including but not limited to ecological restoration or agriculture uses.

The Utility Line must be bored deep enough to avoid any potential impact to the flow of water in Coal Creek and, if necessary, Grantee will consult with a geomorphologist and/or a hydrologist to ensure the geology and hydrology of Coal Creek is not affected in any way.

The Utility Line must be bored deep enough as to not impact any wildlife including, but not limited to, the existing prairie dog colony, and the work of installing, maintaining or replacing the Utility Line must be done with all reasonable care so as to not affect the riparian zone ecosystem along Coal Creek, as determined by Grantor.

Grantee must meet all applicable Boulder County Land Use, City of Louisville and City of Lafayette requirements (i.e. including without limitation, obtaining all necessary approvals and permits) for the construction of the Utility Line.

7. Indemnity. Grantee must hold harmless and indemnify Grantor and its employees, agents, contractors, and elected and appointed officials for any and all liability, liens, or other costs and/or losses arising from Grantee's use of the Easement Property; provided that the foregoing indemnity must not apply to extent caused by acts or omissions of Grantor, its agents, employees, contractors or invitees. This indemnity must include all costs, attorney fees, expenses and liabilities incurred in connection with any such potential claims, the investigation thereof or the defense of any action or proceedings brought thereon, and any judgments, orders, decrees, or liens, resulting therefrom, but not to the extent caused by acts or omissions of Grantor, its agents, employees, contractors or invitees. By requiring this right to indemnification, Grantor in no way waives or intends to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S., §§24-10-101, et seq., as currently enacted or subsequently amended.

8. Mechanic's Lien. Nothing contained herein must authorize Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Easement Property, or any portion thereof, to mechanic's liens. If any such lien is filed against the Easement Property and Grantee has caused such lien, Grantee must cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Grantee, then Grantor, at its option, and at the cost and expense of the Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend Grantor's Property from and against such lien.

9. Enforcement and Restoration. Grantor may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Easement Property. Should an activity be undertaken on the Easement Property to which the parties have not agreed, Grantor may require Grantee to immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Grantee, its employees, agents, guests and invitees, the cost of any restoration of the Easement Property must be borne by Grantee.

10. Grantor's Reserved Rights. Grantor reserves the right to use and occupy the Easement Property for any lawful purpose consistent with the rights and privileges granted herein which will not interfere with or endanger Grantee's use of the Easement. Grantee's use of the Easement Property must be non-exclusive and Grantee has no rights to use any portion of Grantor's Property except the Easement Property and only as permitted in this Easement.

11. Specific Performance. This Easement may be enforced by specific performance, including mandatory injunctive relief and/or damages.

12. Covenant Running with the Land. This Easement runs with the land and be binding upon and inures to the benefit and/or burden of Grantor and Grantee and their respective successors and assigns.

13. Notices. Whenever notice is required to be given hereunder, it must be in writing and may be sent by facsimile or delivered to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered or sent by facsimile, said notice shall be effective and complete upon delivery or transmission of the facsimile. If mailed, said notice shall be effective and complete as of the date of mailing. Until changed by notice in writing, notice must be given as follows:

To the Grantee: Public Service Company of Colorado
1123 West 3rd Avenue
Denver, Colorado 80223

With a required copy to the address of Public Service Company of Colorado ("**Company**") listed from time to time with the Colorado Secretary of State as the principal address of the Company.

To the County: The Director
Boulder County Parks and Open Space
5201 St. Vrain Road
Longmont, CO 80503

With copy to: The Boulder County Attorney's Office
P.O. Box 471
Boulder, CO 80306

To Louisville: City of Louisville
Director of [Parks, Recreation & Open Space](#)

749 Main Street
Louisville, CO 80027

With a copy to: City Attorney
City of Louisville
749 Main Street
Louisville, CO 80027

To Lafayette: City of Lafayette
1290 South Public Road
Lafayette, CO 80026

With a copy to: Open Space Coordinator, City of Lafayette
1290 South Public Road
Lafayette, CO 80026

14. Severability. If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

15. Entire Agreement. This instrument and the attached Exhibits contain the entire agreement between the parties relating to the Easement and may be modified only by an instrument in writing executed by all parties.

16. Exhibits. All references to exhibits herein shall incorporate such exhibits by their reference.

17. Counterparts. This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counter parts together shall constitute one and the same instrument.

18. Recording. This Easement must be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

19. No Waiver. The waiver by any party to this Easement of any term or condition of this Easement must not operate or be construed as a waiver of any subsequent breach by any party.

20. Encumbrances. The Property was purchased by the Grantor subject to exceptions of record and this Easement is subject to all prior encumbrances of record which encumbrances are listed on Exhibit C attached hereto and incorporated herein by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date set forth above.

GRANTOR:

COUNTY OF BOULDER,
a body corporate and politic

By: _____

Printed Name: _____

Title: _____
of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____, 2024
by _____, of the Board of County Commissioners of
Boulder County, Colorado.

(Notary official signature)

NOTARY
S E A L

(Commission expiration)

CITY OF LOUISVILLE a Colorado home rule
municipal corporation

By: _____
Christopher M. Leh

ATTEST:

By: _____
Genny Kline, Interim City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this ____ day of _____, 2024, by Christopher M. Leh, as Mayor, and Genny Kline, as Interim City Clerk on behalf of the City of Louisville, a Colorado home rule municipal corporation.

Witness my hand and official seal

(S E A L)

Notary Public

My Commission Expires: _____

CITY OF LAFAYETTE, a Colorado home rule city

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Clerk

APPROVED AS TO FORM:

By: _____
_____, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged, subscribed and sworn to before me this ____ day of _____, 2010, by _____ as Mayor, and _____ as City Clerk on behalf of the City of Lafayette, a Colorado home rule city.

Witness my hand and official seal

(S E A L)

Notary Public

My Commission Expires: _____

Grantee hereby acknowledges and agrees to all of the terms and conditions imposed upon it in this instrument.

GRANTEE:

Public Service Company of Colorado, a Colorado corporation,

Regional Vice-President Customer and Community Services Department

STATE OF COLORADO)
) ss.
COUNTY OF _____)

. The foregoing instrument was acknowledged, subscribed and sworn to before me by _____, Regional Vice-President Customer and Community Services Department, Public Service Company of Colorado, on this ____ day of _____ 2010.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

Exhibit A

Legal Description of Grantor's Property

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND A PART OF THE WEST HALF OF THE WEST HALF OF SECTION 10, ALL IN TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LAFAYETTE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., THENCE NORTH 0 DEGREES 06'36" EAST, 1321.69 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 06'20" EAST, 598.83 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER OF "OUTLOT B" IN CENTAUR VILLAGE, A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 59 DEGREES 06' WEST, 180.12 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT B" THENCE SOUTH 59 DEGREES 45' WEST, 1716.81 FEET ALONG THE NORTHERLY LINE AND NORTHERLY LINE EXTENDED WESTERLY OF SAID "OUTLOT B" AND ALONG THE NORTHERLY LINE OF "OUTLOT A" IN SAID CENTAUR VILLAGE; THENCE SOUTH 0 DEGREES 30' EAST, 120.00 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT A"; THENCE SOUTH 89 DEGREES 30' WEST, 260.18 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT A"; THENCE NORTH 55 DEGREES 00' WEST, 40.72 FEET ALONG THE NORTHERLY LINE OF SAID "OUTLOT A"; THENCE NORTH 35 DEGREES 00' EAST, 260.00 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE; THENCE NORTH 55 DEGREES 00' WEST, 293.14 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE; THENCE SOUTH 35 DEGREES 00' WEST, 102.52 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE; THENCE NORTH 89 DEGREES 50' WEST, 546.23 FEET ALONG THE SOUTH LINE OF SAID CENTAUR VILLAGE TO THE SOUTHWEST CORNER THEREOF, A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.; THENCE SOUTH 0 DEGREES 09'11" WEST, 1132.37 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EMPIRE ROAD, SAID POINT BEING 38.50 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 27'18" EAST, 1053.40 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID EMPIRE ROAD TO A POINT OF CURVE TO THE RIGHT; THENCE EASTERLY 172.98 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID EMPIRE ROAD TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID ARC HAVING A RADIUS OF 382.00 FEET, A DELTA ANGLE OF 25 DEGREES 56'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 77 DEGREES 34'24" EAST, 171.51 FEET; THENCE NORTH 89 DEGREES 27'18" EAST, 89.38 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 48'08" EAST, 1315.28 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN OUTLOTS A AND B, CENTAUR VILLAGE AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF ELYSIAN FIELD DRIVE.

Exhibit B

Map and Legal Description of Grantee's Property

Sheet 1 of 2

EXHIBIT A – ADLER-FINGRU OPEN SPACE PARCEL A

A 25 foot wide strip of land lying in the southeast one-quarter (SE1/4) of Section 9, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, being a portion of that Tract of land described in Reception Number 3167204, Boulder County Records, lying 12.5 feet on each side of the following described line:

Beginning on the northeast line of said Tract, from which the most westerly corner of Outlot A, CENTAUR VILLAGE, Boulder County Records, bears N55°00'00"W, 126.33 feet;

Thence S02°35'24"E, 607.50 feet, along a line that lies 2.5 feet east of and parallel with the west line of that 10 foot wide PSCo Easement as described in Reception Number 3071470, Boulder County Records, to the south line of said Tract, the Point of Terminus.

The sidelines of said 25 foot wide strip are to be lengthened or shortened to terminate on said northeast and south lines.

Containing 15,188 square feet, (0.349 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

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

For the purposes of this description, bearings are based on said northeast line, which is assumed to bear N55°00'00"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 South Colorado Boulevard, Suite 6000, Denver, CO 80222, June 6, 2024, under Job No. 178302-87.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

SHEET 2 OF 2

EMPIRE RD

2000 S Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

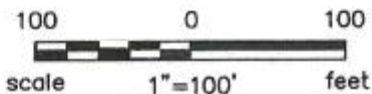


Exhibit C

Exceptions from title

1. All coal, oil, gas or other minerals as reserved in Deed recorded February 7, 1927 in Book 546 at Page 126.
2. Terms, Agreements, Provisions, Conditions, and Obligations of an Agreement for Advance Purchase of water and sewer taps recorded September 10, 1973 on Film 831 as Reception No. 79882.
3. Easement as granted to the County of Boulder for protecting the floodplain, flood control and roadway as granted in instrument recorded October 8, 1991 on Film 1696 as Reception No. 1135004.
4. Such rights that may exist in and to Coal Creek as shown on the maps in the Boulder County Assessors office.
5. Easement and right of way for utility lines and utility boxes along the Northerly property line as disclosed on the Alta Survey by Boulder Land Consultants, Inc., dated October 26, 2001.
6. Easement and right of way for irrigation Ditch and irrigation laterals as shown on the Alta Survey by Boulder Land Consultants, Inc., dated October 26, 2001.
7. Any conflicts, discrepancies or loss due to the location of fencelines along the Westerly and Southerly property lines as disclosed on the Alta Survey by Boulder Land Consultants, Inc., dated October 26, 2001.



Right of Way & Permits

2655 N 63rd Street
Boulder, Colorado 80301
Telephone: 720.425.9377
E-mail: william.a.schulz@xcelenergy.com

REGULAR AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

July 3, 2024

Don Durso, Land Officer
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, CO 80503

Ember Brignull
Open Space Superintendent
Department of Parks, Recreation, and Open Space/Open Space Division
739 S. 104th St.
Louisville, CO 80027

Dennis Warrington
Open Space Superintendent
City of Lafayette/Parks, Recreation, and Open Space
1290 S. Public Rd.
Lafayette, CO 80026

RE: Public Service Company of Colorado – New Lafayette Electric Feeder (“Project”) Parcel known as Boulder County APN 157509400001 and located in Section 9, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado

Notice of Intent to Acquire and Offer to Purchase

Dear Sir/Madam:

As you know from prior communications, Public Service Company of Colorado (“PSCo”) needs to acquire an interest in the property in which you have a record interest. Specifically, PSCo intends to acquire an easement necessary to construct Electric Distribution Lines and related facilities associated with the above described Project (the “Easement Property”). The Easement Property PSCo needs to acquire is more particularly described in the attached legal description and sketch. We contemplate that this new easement would be in a form substantially similar to the easement acquired in 2010 and recorded on April 28, 2010 at reception 3071470.

With this letter, PSCo is offering you \$7350.00 as compensation for the Easement Property. This amount is based upon \$35,000/acre for similarly-acquired County Open Space parcels and reflects the net increase in area beyond the easement acquired in 2010 and recorded on April 28, 2010 at reception 3071470.

Pursuant to C.R.S. § 38-1-121, a copy of which is also enclosed, this letter serves as formal notice of PSCo's intent to acquire the Easement Property and informs you of the statutory and procedural requirements in Colorado concerning appraising the Easement Property. Upon receipt of this Notice, you may employ an appraiser of your choice to appraise the Easement Property. PSCo is required to pay the reasonable cost of your appraisal if it is submitted to PSCo within 90 days of the date of this Notice and if the appraisal is made using sound, fair, and recognized appraisal practices consistent with the law. If more than one person or entity has an interest in the Easement Property, they must all agree on one appraisal to be submitted to PSCo.

The appraisal requirements and process described above do not limit the right of PSCo to institute eminent domain proceedings, nor to obtain immediate possession of the Easement Property as provided for by law.

We hope that condemnation will not be necessary.

If you have any questions or need further information, please contact Robert Lerche at 303-931-0890 or by email at Robert.C.Lerche@xcelenergy.com.

Sincerely,



Bill Schulz
Xcel Energy | You. Us. Together.
Public Service Company of Colorado,
PSCo dba Xcel Energy
Boulder Division | Division Agent
Right of Way & Permits Department
Electric & Gas Distribution, HP Gas
2655 N 63rd St, Boulder, Colorado 80301
C: [720-425-9377](tel:720-425-9377) O: [303-245-2271](tel:303-245-2271)
william.a.schulz@xcelenergy.com
Direct Supervisor: adam.r.pena@xcelenergy.com

Attachments: 1) legal description; 2) sketch; 3) C.R.S. § 38-1-121.

cc: Adam R. Pena, Manager, Siting and Land Rights

Julie Stencel, Asst. General Counsel



**EXHIBIT A – ADLER-FINGRU OPEN SPACE
PARCEL A**

A 25 foot wide strip of land lying in the southeast one-quarter (SE1/4) of Section 9, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, being a portion of that Tract of land described in Reception Number 3167204, Boulder County Records, lying 12.5 feet on each side of the following described line:

Beginning on the northeast line of said Tract, from which the most westerly corner of Outlot A, CENTAUR VILLAGE, Boulder County Records, bears N55°00'00"W, 126.33 feet;

Thence S02°35'24"E, 607.50 feet, along a line that lies 2.5 feet east of and parallel with the west line of that 10 foot wide PSCo Easement as described in Reception Number 3071470, Boulder County Records, to the south line of said Tract, the Point of Terminus.

The sidelines of said 25 foot wide strip are to be lengthened or shortened to terminate on said northeast and south lines.

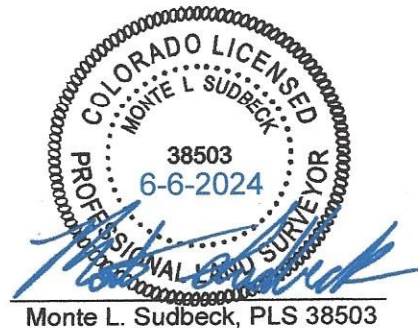
Containing 15,188 square feet, (0.349 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

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

For the purposes of this description, bearings are based on said northeast line, which is assumed to bear N55°00'00"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 South Colorado Boulevard, Suite 6000, Denver, CO 80222, June 6, 2024, under Job No. 178302-87.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - ADLER-FINGRU OPEN SPACE PARCEL A

SHEET 2 OF 2

WLY COR, OUTLOT A

CENTAUR VILLAGE - OUTLOT A

N 55°00'00" W
126.33

N 55°00'00" W (BASIS OF BEARINGS)
NE LINE, REC. NO. 3167204

POINT OF BEGINNING

SE1/4,
SEC. 9,
T1S, R69W

25'

12.5'

ADLER-FINGRU OPEN SPACE (REC. NO. 3167204)

10' PSCO ESMT (REC. NO. 3071470)

S 02°35'24" E
607.50

PARCEL A
15,188 S.F. (0.349 AC) M/L

EMPIRE RD



100

0

100

scale

1"=100'

feet



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FAX: 303-586-5801
www.sehinc.com

Adam Blackmore

From: Durso, Donald <ddurso@bouldercounty.gov>
Sent: Thursday, September 12, 2024 9:20 AM
To: Adam Blackmore
Subject: RE: Adler-Fingru Easement Draft

That is the total based upon the \$35,000 (what the county thinks unirrigated farmland is worth, using comps. So the county would get half and Louisville and Lafayette would get one quarter or \$1,837.50.

Don Durso, Land Officer
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, CO 80503
720-864-6694
ddurso@bouldercounty.gov

Normal Work Schedule:
M: 10 a.m. to 4:30 p.m.
T-TH: 8-4:30
F: OFF



From: Adam Blackmore <ablackmore@louisvilleco.gov>
Sent: Thursday, September 12, 2024 8:43 AM
To: Durso, Donald <ddurso@bouldercounty.gov>
Subject: [EXTERNAL] RE: Adler-Fingru Easement Draft

Good morning Don,

A quick confirmation question. Is the total fee for the easement \$7,350 or is that the portion that will be payable to Louisville? If it is the total, can you let me know the payment to Louisville and Lafayette so I can update our council accordingly. Thanks.

Adam L. Blackmore CPRE | MA | CPO
Director
Parks, Recreation & Open Space
City of Louisville
Office (303) 335-4735/(303) 335-4731
Cell (720) 899-2782
ablackmore@louisvilleco.gov

