

Licensee: Boulder County  
Investigation #: 20113.167  
Line No. 9067  
Plat No. 2005  
12/05

File With Document #: 114379  
Agent: Manassee  
Engineer: Braasch  
Section 27 Twp 1N Rge 70W  
County Boulder

## LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this 20th day of SEP 2013 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "Licensor," and the County of Boulder, a body corporate and politic, hereinafter called "Licensee."

### RECITALS

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

B. Licensee desires to construct a parking lot with lighting, landscaping, and water quality pond ("licensed facility") in, under, or along portions of the Premises as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor's permission therefore.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, with respect to such interest as Licensor may have in the Premises, the authorization to construct, operate, maintain, repair, inspect, remove, and replace the licensed facility in, on, under, or along the Premises, subject to the following:

(1) Licensor is the owner of a limited interest in the Premises. Licensee shall bear the sole obligation of obtaining from the fee title owner of the Premises or others owning proprietary interest in the Premises, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Premises. Licensee agrees that any authorization granted herein is subject to Licensee obtaining such additional authorization.

(2) Licensor intends to use the Premises for the construction, operation, maintenance, repair, replacement, and relocation of its utility facilities, and the rights herein granted to Licensee for the use of the Premises are subject to the rights of Licensor to use the Premises for such purposes, which rights Licensor hereby expressly reserves.

(3) Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) for location of any underground utilities, at least two working days prior to the commencement of construction on the Premises. Further, if Licensor has constructed electric transmission facilities on the Premises, Licensee shall contact Licensor's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Premises. At the discretion of Licensor's Electric Transmission Lines department, construction activities on the Premises shall be performed only when Licensor's representative is present. The instructions of such representative relating to the protection of Licensor's facilities will be followed by Licensee, and will be considered conditions of this authorization.

(4) Licensee shall not do or permit to be done any blasting above, underneath, or near facilities on the Premises without first having received prior written permission from Licensor. Any blasting shall be done

in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

(5) Any damage to the Premises, or to Licensor's facilities located on the Premises, as a result of the construction, operation, maintenance, repair, inspection, removal, replacement, or relocation of the licensed facility shall be paid for or repaired at the expense of Licensee.

(6) Licensee agrees and understands that if Licensor has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor 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 Premises, pursuant to the provisions of this license, of the existence and nature of such natural gas facilities and the danger and risk involved.

(7) Licensee agrees and understands that the natural gas facilities of Licensor, if located on the Premises, may be subject to cathodic protection by rectifier and related anode beds, and that Licensor shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of Licensor's cathodic protection system.

(8) Licensee agrees and understands that if Licensor has constructed electric transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such electric facilities and the potential danger and risk involved.

(9) (a) (i) As used in this license, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

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

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

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

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

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Premises 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; or

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

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

(10) A copy of this license shall be on the Premises and available during construction of the licensed facility.

(11) This license is not transferable or assignable without the express written permission of Licensors.

(12) Upon abandonment of the use of the Premises by Licensee or removal of the licensed facilities, this license shall terminate.

(13) This license shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

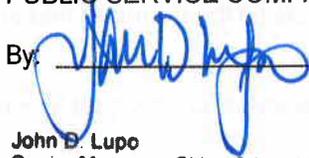
(14) This license may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(15) Additional Provisions:

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

PUBLIC SERVICE COMPANY OF COLORADO

By: \_\_\_\_\_



John D. Lupo  
Senior Manager, Siting & Land Rights  
Xcel Energy Services, Inc.  
as Authorized Agent for Public Service Company of Colorado

Agreed to and accepted by Licensee this 16<sup>th</sup> day of September 2013.

Boulder County  
NAME OF LICENSEE

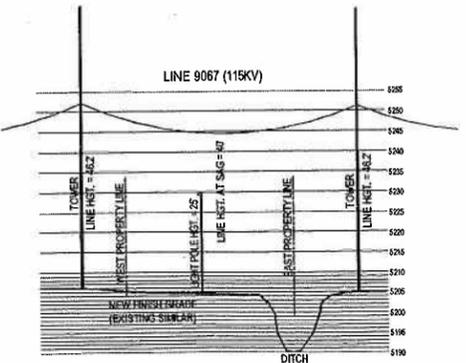
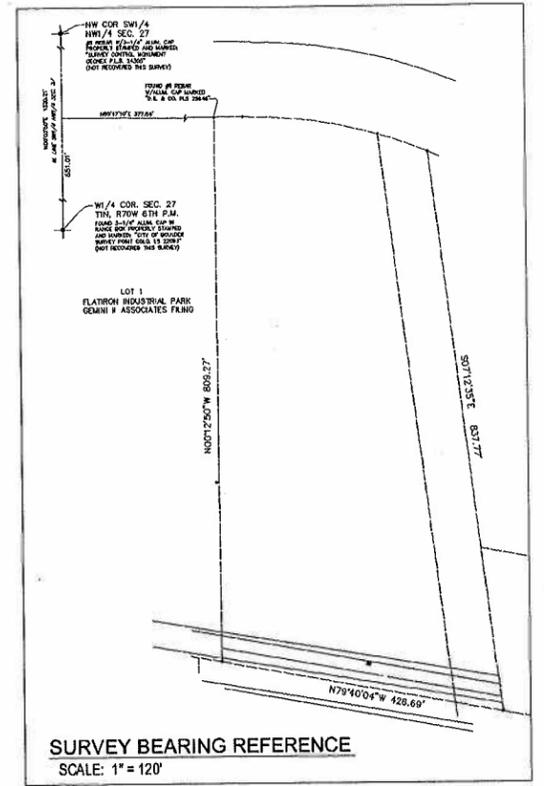
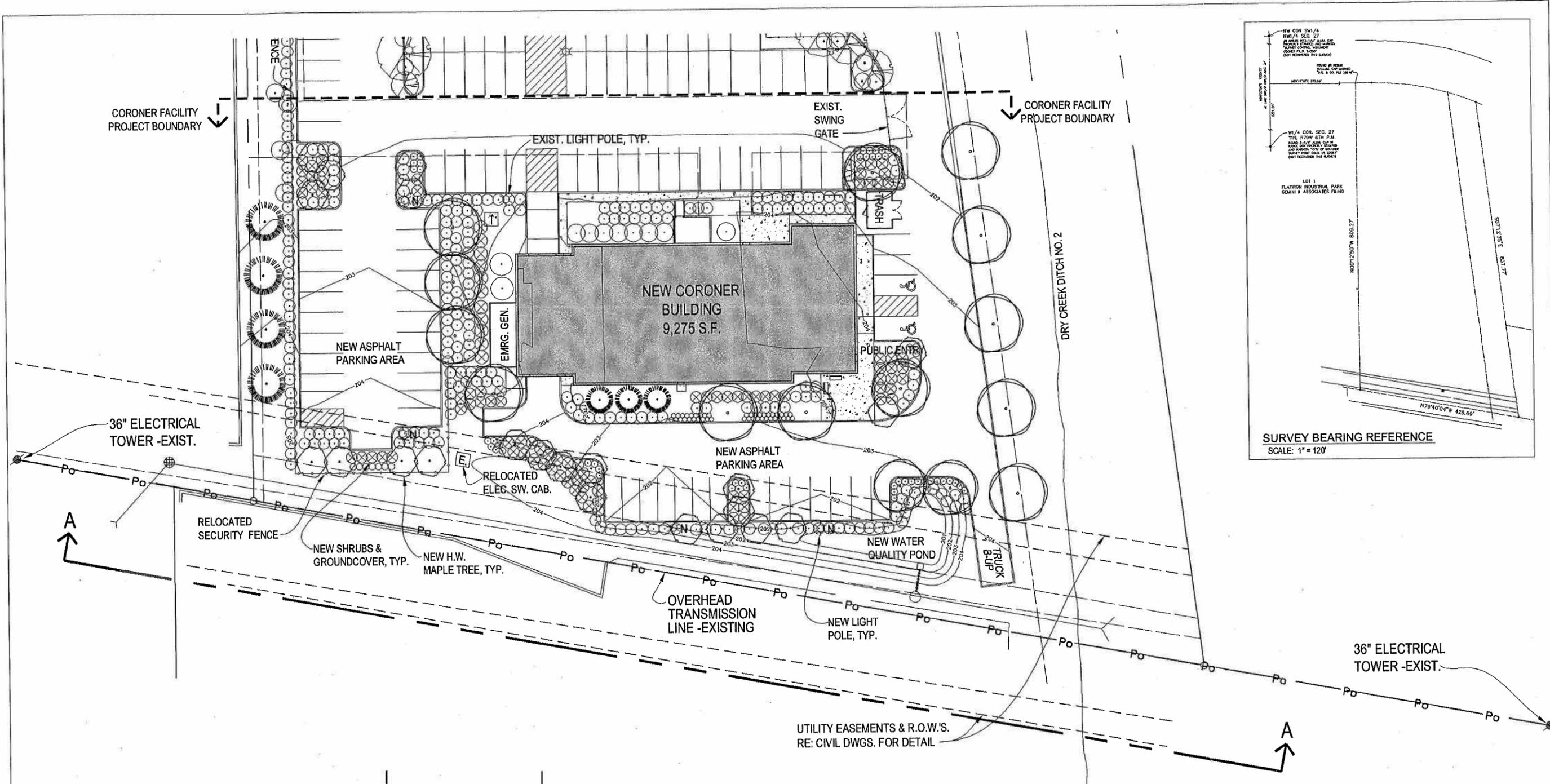
Brian Tewey, Project Architect  
NAME AND TITLE OF SIGNEE (Type or Print)

Brian Tewey  
SIGNATURE

P.O. Box 471  
Street Address

Boulder, CO 80306  
City, State Zip

303 - 441 - 3957  
Area Code and Telephone Number



**TRANSMISSION LINE PROFILE A-A**  
SCALE: 1" = 20' VERTICAL, 1" = 200' HORIZ.

**CORONER SITE PLAN W/ ELEC. TRANSMISSION LINE EASEMENT**  
SCALE: 1" = 20'

**EXHIBIT A**

DRAWN BY: _____ CHECKED BY: _____	Boulder County Administrative Services Building Services Division - Architects 2020 13th Street Boulder, Colorado 80302 Tel: 303-441-3357 Fax: 303-441-4718	REVISION _____ DATE _____ Xcel Easement Plan 9/8/2013	<b>BOULDER COUNTY CORONER FACILITY</b> 5600 Flatiron Parkway Boulder, Colorado 80301
	Applicant Information Boulder County Administrative Services Building Services Division - Architects P.O. Box 471 Boulder, Colorado 80306 Application Type: TEC DOC (ADMIN.) REVIEW Case No.: _____	Project No.: _____ SITE PLAN W/ ELECTRIC TRANSMISSION LINE EASEMENT	<b>A1</b>