

**ADMINISTRATION MEMORANDUM**  
**NURA 13-18**

**DATE:** December 11, 2013

**TO:** Northglenn Urban Renewal Authority Commissioners

**THROUGH:** Debbie Tuttle, NURA Exec. Director

**SUBJECT:** Xcel Energy Temporary Easement Agreement – 11295 Washington Property

---

**Project Overview:** Xcel Energy has requested for a temporary access easement (**Exhibit A**) for the NURA property at 11295 Washington Street which is adjacent to their substation.

Xcel will be adding a third bank to its existing substation to improve and upgrade the reliability service for the area. They will be transporting materials into the substation area and is requesting a temporary easement access through the NURA property from Grant and the back portion of the Malley Heights Shopping Center. By accessing from this rear of the property it will eliminate having to interfere with traffic on Washington Street.

As stated in the Temporary Access Easement Agreement (**Exhibit A**) they will ensure that the property will be restored and if any damages are made that they will be responsible for repairs.

**Budget Implications:** If the board approves this Agreement, Xcel Energy will provide to NURA \$1,500 for three months for compensation for this access to the property.

**Staff Recommendation:** Staff recommends approval of Res. N13-55 to provide a temporary easement to Xcel.

**STAFF REFERENCE:** If you have any comments or questions, please contact Debbie Tuttle at [dtuttle@northglenn.org](mailto:dtuttle@northglenn.org)

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

N/13-55  
Series of 2013

**A RESOLUTION APPROVING A TEMPORARY ACCESS AGREEMENT BETWEEN THE NORTHGLENN URBAN RENEWAL AUTHORITY AND XCEL ENERGY**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1: The Temporary Access Easement Agreement between Northglenn Urban Renewal Authority and Xcel Energy attached hereto as **Exhibit A** is hereby approved, and the Chair is authorized to execute the same on behalf of the Authority.

DATED this 11<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Rosie Garner  
Chair

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Debbie Tuttle  
Executive Director

\_\_\_\_\_  
Jeff Parker  
Board Attorney



## TRANSMITTAL

<b>Submitted From:</b>	LaChelle Harris-Coffey, Senior Siting and Land Rights Agent	<b>Date:</b> December 5, 2013 HAND DELIVERY
<b>Submitted To:</b>	Northglenn Urban Renewal Authority Attn: Debbie Tuttle, Executive Director 11701 Community Center Drive Northglenn, Colorado 80233	
<b>Type of Contract/Document:</b>	Temporary Access Easement Agreement	<b>Location</b> Adjacent to 11227 N. Washington Street Northglenn, Colorado

<b>Legal Entities:</b> (Legal names of parties on contract)	<b>Xcel Energy Entity(ies)</b>	<b>Counter Party</b>
	Public Service Company of Colorado 1800 Larimer Street, Suite 400 Denver, Colorado 80202	Northglenn Urban Renewal Authority 11701 Community Center Drive Northglenn, Colorado 80233

Return to:  
Public Service Company of Colorado  
1800 Larimer Street, Suite 400  
Denver, Colorado 80202  
Attn: LaChelle Harris-Coffey

DIVISION Siting and Land Rights  
LOCATION 1800 Larimer Street

ROW AGENT Harris-Coffey  
DESCRIPTION AUTHOR  
Senior Siting & Land Rights Agent  
AUTHOR ADDRESS  
1800 Larimer Street, Suite 400  
Denver, Colorado 80202

DOC. NO.  
PLAT/GRID NO.  
WO/JO/CREG NO.

PSCo Doc No.

## TEMPORARY ACCESS EASEMENT AGREEMENT

The undersigned "**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, whose address is 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "**Grantee**"), its successors and assigns, a temporary access easement for ingress and egress on, over, and across the following described premises located in Section 3, Township 2S , Range 68W of the 6 Principal Meridian in the City of Northglenn, County of Adams, State of Colorado (the "**Premises**"), to-wit:

See Attached **Exhibit**, attached hereto and incorporated by this reference

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to have reasonable ingress and egress for personnel, equipment and vehicles to and from property owned by the Grantee located at 11227 N. Washington Street, which is adjacent to the Premises.

Grantor agrees not to perform any act which will impair the structural integrity of the Premises, or interfere with, or endanger Grantee's access and the rights granted Grantee herein. 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 Premises. No improvement or objects shall be erected, placed, or permitted to remain on, under, or over Premises by Grantor, which will or may interfere with Grantee's access on, over or across the Premises or interfere with the exercise of any of the rights herein granted. No failure by the Grantee to remove or otherwise object to such Improvements shall be deemed to constitute consent on the part of the Grantee to such Improvements or interference with the rights granted herein. 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.

Non-use or a limited use of the Premises shall not prevent the Grantee from thereafter making use of the Premises to the full extent herein authorized.

The Grantee shall exercise the rights herein granted to it with due care, and all damage to the Premises occurring hereunder resulting from the Grantee's shall be paid for or repaired at the expense of the Grantee. The Grantee shall not be considered or deemed to be in default or breach for failure to perform or observe any of its obligations under this Easement unless and until Grantor gives written notice of such failure to the Grantee, and such failure is not cured within ten (10) business days, or such additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, has passed without the failure being cured but in no event shall the time period for curing such failure exceed thirty (30) business days. The notice shall state in reasonable detail the nature and extent of the failure and identify the Easement provision(s) containing the obligation(s). Upon termination of the Temporary Access Easement, Grantee shall restore the Premises to substantially the condition the Premises was in prior to entry by Grantee.

Grantor warrants and represents that Grantor is the owner of the Premises and has the right to sell, transfer, convey and grant the easement and rights contained herein. This grant is binding on Grantor and is not conditioned upon obtaining any consent from any third parties, including mortgagees, if any.

As compensation for the rights granted herein, Grantee shall pay to Grantor \$500 every thirty (30) days, the initial amount to be paid upon execution of this Temporary Access Easement Agreement, and each additional payment to be made every thirty (30) days thereafter. This Temporary Access Easement Agreement shall terminate ninety (90) days after the date it is last executed by a party.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

All notices, demands, requests and other communications required or permitted under this Easement will be in writing and will be deemed delivered when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

if to Grantee:

Public Service Company of Colorado  
John Lupo, Senior Manager, Siting and Land Rights  
1800 Larimer Street, Suite 400  
Denver, Colorado 80202

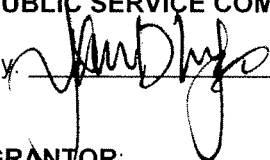
if to Grantor:

Northglenn Urban Renewal Authority  
11701 Community Center Drive  
Northglenn, Colorado 80233

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

Signed and delivered this 5<sup>th</sup> day of Dec 20 13

**GRANTEE:  
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

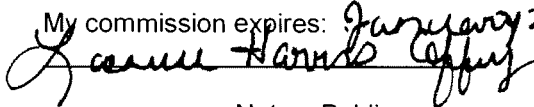
**GRANTOR:  
NORTHGLENN URBAN RENEWAL AUTHORITY**

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

STATE OF COLORADO )  
CITY OF \_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Dec 20 13  
By: John D. Lupo

Witness my hand and official seal.

My commission expires: January 24, 2017  
  
Notary Public

STATE OF COLORADO )  
CITY OF \_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

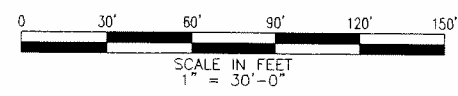
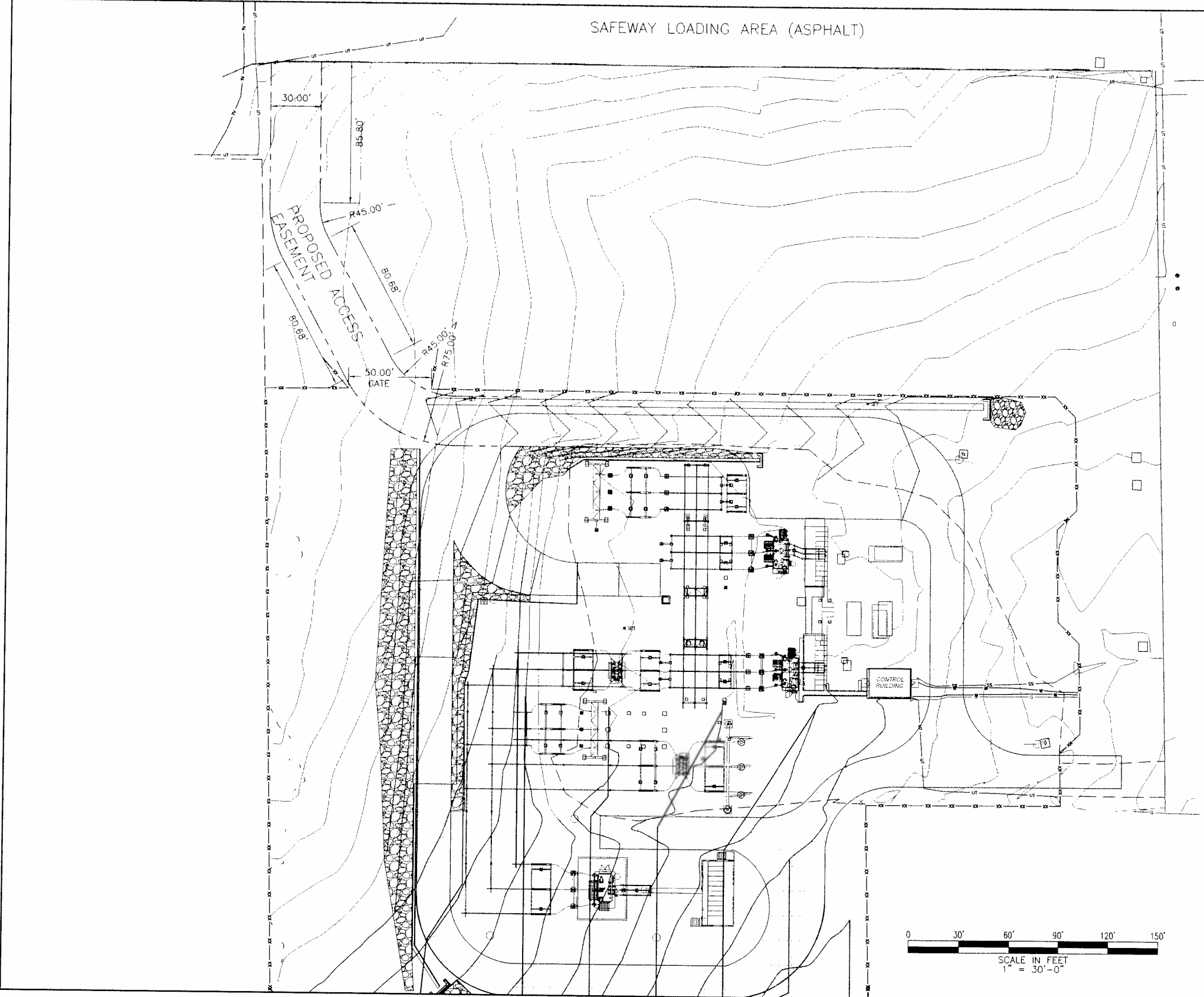
By: \_\_\_\_\_.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

Thu, Nov 14 2013 11:51am - LV/M99



2013-11-14 11:51:58 AM ISSUE FOR REFERENCE		ALL	ALL	ALL	ALL
REV	DATE	REV. NO.	REVISION DESCRIPTION	CHK	APP
DESIGNER APPROVAL:	DATE:	ENGINEER APPROVAL:	DATE:	REVIEWER APPROVAL:	DATE:
LV/M99	2013-11-14	LV/M99	2013-11-14		2013-11-14
PSCo SUBSTATION ENGINEERING & DESIGN					
<b>GLENN SUBSTATION</b> ENTRANCE EASEMENT EXHIBIT					
SIZE	DWG. NO.	REV.			
D	125-2.6	0			
SCALE	AS NOTED	FILE NAME	3125-002.006501.dwg	SHEET NO.	01 OF 01