






Board Summary Report

Date: March 25, 2019

To: Arapahoe County Board of County Commissioners

Through: Bryan Weimer, Director
Public Works and Development 

Through: Karl Packer, Interim Division Manager 
Public Works and Development Transportation Division

From: Jon Williams, Engineer III
Transportation Division 

Re: C15-022, C15-023, C15-024 Quincy Avenue / Gun Club Road Intersection Project. Approval and acceptance of Quitclaim Deed with Public Service Company of Colorado.

Purpose and Recommendation:

The purpose of this report is to request a resolution accepting the conveyance of a Quitclaim Deed for Right of Way dedication and recordation as Right of Way. Staff has reviewed the Quitclaim Deed, and has determined that it meets the County's requirements. Staff recommends the attached agreement be accepted by the Board.

Background:

This donation of Right of Way through Quitclaim Deed will allow legal access and ownership of property for construction of the Quincy Avenue / Gun Club Road Intersection Project along property fronting the Public Service Company transmission lines on Gun Club Road. The intended construction project will entail additional lanes for a Partial Continuous Flow Intersection. The Project includes a partnership between Arapahoe County, the City of Aurora, and Federal funds. Due to the Federal funds included for the project, the parcel acquisition process required the County follow the Federal Uniform Act for Right of Way Acquisition. Although Public Service Company was eligible for payment of the Right of Way parcels, the property owner has elected to waive the right to fair compensation and agreed to donate the property for the benefit of the project.

As part of the due diligence completed prior to acceptance of the parcel, testing for potential soil contamination including Polychlorinated Biphenyls (PCB's). Sampling was performed in three locations and included 4 samples across the site. No contamination was identified on the property (see attached results).

Links to Align Arapahoe

To enhance the quality of life for citizens of Arapahoe County to address their basic needs by improving mobility and capacity on Quincy Avenue and Gun Club Road as well as improving safety by providing added capacity and turn movements to the intersection.

Alternatives

There are two (2) alternatives for the Board to consider, Staff recommends Alternative A:

- A. Accept the Quitclaim Deed from Public Service Company of Colorado. This alternate would allow for construction of the Quincy Avenue/ Gun Club Road Intersection Project.
- B. Take no action on the Quitclaim Deed. This alternative would prohibit construction of the Quincy Avenue/ Gun Club Road Intersection Project from occurring.

Fiscal Impact

The fiscal impact of this donation of property includes a total cost of \$993.00 for title insurance that is necessary as part of the donation by Public Service Company of Colorado. The cost of the Title Insurance will be split among 2 entities; Arapahoe County and City of Aurora.

The breakdown is as follows:

Arapahoe County (50%)	424515022-56915	\$ 496.50 ROW
City of Aurora (50%)	424515024-54896	\$ <u>496.50 Third party expenditure</u>
Total		\$ 993.00

Wbs 15022.1.3.2	ROW Acquisition	\$993.00
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NOTE: THE CHECK NEEDS TO BE DELIVERED TO JON WILLIAMS IN PUBLIC WORKS and NOT issued directly to the payee to allow closing of the donation process. The Check needs to be made out EXACTLY as follows:

H.C. Peck and Assoc. as Escrow Agent for Public Service Company of Colorado

H.C Peck's address is:
 4001 Fox St.
 Denver, CO 80216
 Phone: 303-623-6112

Concurrence

The Agreement for the Quitclaim Deed was reviewed by the County Attorney's Office.

Reviewed By:

<u>Jon Williams,</u>	Staff Member
<u>Karl Packer,</u>	Interim Division Manager
<u>Bryan Weimer,</u>	Department Director or Elected Official
<u>Bob Hill,</u>	County Attorney

Actions Requested:

It is recommended that the following actions occur:

1. Authorization for the County Commissioners to accept the Quitclaim Deed for Right of Way purposes from Public Service Company of Colorado.
2. Authorization for the County Clerk and Recorder to record the Quitclaim Deed as right of way upon execution.
3. Authorization to approve expenditure of funds for said acquisitions to H.C. Peck and Assoc. as Escrow Agent for Public Service Company of Colorado.
4. Authorization to issue payment warrant in the amount of \$993.00, as referenced above.

Attachments:

Resolution #
Soil Sampling
Quitclaim Deed from Public Service Company of Colorado
Title Insurance Invoice by HC Peck

Email

Rhonda Robinson, Budget Analyst
Bryan Weimer, Director, Public Works
Karl Packer, Interim Transportation Division Manager,
Keith Ashby, Purchasing Department
Leanna Quint, Finance Department
Loren Kohler, Finance Department
Dennis Eden, City of Aurora
Tom Magenis, CDOT Region 1 South
Steve Wirth, HC Peck
Karen Delamore, Xcel Energy

Hard Copy

File C15-022
C15-023

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve and authorize the Chair of the Board of County Commissioners to accept the Quitclaim Deed for Right of Way purposes by and between Public Service Company of Colorado, regarding agreement for donation of property necessary for the completion of the Quincy Avenue / Gun Club Road Intersection Project. To authorize expenditure of funds as necessary for title commitments, and to authorize the Clerk and Recorder to record the deed upon formal signature as necessary.

The vote was:

Commissioner Baker ____; Commissioner Sharpe ____; Commissioner Holen ____; Commissioner Jackson ____; Commissioner Conti ____.

The Chair declared the motion carried and so ordered.

After recording, return to:
Public Service Company of Colorado
Siting and Land Rights
1800 Larimer Street, Suite 400
Denver CO 80202
Attn: Karen J. Delamore

QUITCLAIM DEED

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, whose street address is 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (“Grantor”), for good and valuable consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of such consideration is acknowledged, hereby sells and quitclaims to the County of Arapahoe County, State of Colorado (“Grantee”), whose legal address is Arapahoe County, Board of County Commissioners, 5334 S Prince Street, Littleton CO 80120, the real property in the Arapahoe County, State of Colorado, described as follows:

SEE EXHIBIT A, Legal Descriptions for Two Parcels and Exhibit A-1 Depiction of Legal Descriptions which are attached hereto and incorporated herein by this reference (the property)

Together with all its appurtenances, but excepting and reserving unto PSCo, the rights, interests and easements in the Property described in Exhibit B, attached hereto and incorporated herein by this reference, and adherence to Exhibit C, High Voltage Transmission Line Clearance Requirements, attached hereto and incorporated herein by this reference.

The Property is sold by Grantor and acquired by Grantee “As-Is, Where-Is, With All Faults” with no right of set-off or reduction in the purchase price and without representation or warranty, express or implied, either oral or written, made by Grantor or any agent or representative of Grantor with respect to the physical or structural condition of the Property, or with respect to the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body. Grantee acknowledges and agrees Grantor has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenantability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Grantor hereby expressly disclaims. Grantee is relying entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property. To the extent permitted by law, Grantee expressly assumes all environmental and other liabilities with respect to the Property and releases Grantor from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (“RCRA”), the Federal Water Pollution Control Act, the Safe

EXHIBIT "A"

PROJECT CODE: 20944
PROJECT NUMBER: AQC C100-037
PARCEL NUMBER: RW-1
DATE: MARCH 30, 2018

DESCRIPTION

A tract or parcel of land No. RW-1 of the Department of Transportation, State of Colorado, Project Code: 20944, Project Number AQC C100-037, containing 79,627 sq. ft. (1.828 acres) of land, more or less, lying in the Northwest Quarter of Section 7, Township 5 South, Range 65 West of the Sixth Principal Meridian, in Arapahoe County, Colorado, said tract or parcel of land being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Gun Club Road whence the West Quarter Corner of said Section 7 bears South 06°20'52" West, a distance of 362.44 feet;

1. Thence along said easterly right-of-way line North 00°00'42" East, a distance of 1852.30 feet;
2. Thence departing said easterly right-of-way line South 10°24'26" East, a distance of 376.02 feet;
3. Thence South 00°00'42" West, a distance of 139.32 feet;
4. Thence South 68°41'17" East, a distance of 45.39 feet;
5. Thence South 02°07'57" East, a distance of 240.26 feet;
6. Thence South 68°20'08" West, a distance of 60.11 feet;
7. Thence South 04°21'43" West, a distance of 82.04 feet;
8. Thence South 19°21'34" West, a distance of 33.80 feet;
9. Thence South 00°00'42" West, a distance of 271.04 feet;
10. Thence North 89°59'18" West, a distance of 35.00 feet;
11. Thence South 00°00'42" West, a distance of 679.58 feet;
12. Thence South 89°42'01" West, a distance of 11.00 feet to the **POINT OF BEGINNING**.

The above described tract or parcel of land contains 79,627 sq. ft. (1.828 acres), more or less.

For the purpose of right-of-way, benefitting Arapahoe County.

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of N59°08'07"E Colorado Coordinate System Central Zone NAD 83(2011) from NGS point Crain, a Douglas County GIS disk set in a concrete post to NGS point Hutchinson, a USGS disk set in a concrete post. The survey data was obtained from a global positioning system (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN).

County of Arapahoe
State of Colorado

EXHIBIT "A"

PROJECT CODE: 20944
PROJECT NUMBER: AQC C100-037
PARCEL NUMBER: RW-1A
DATE: MARCH 30, 2018

DESCRIPTION

A tract or parcel of land No. RW-1A of the Department of Transportation, State of Colorado, Project Code: 20944, Project Number AQC C100-037 containing 17,670 sq. ft. (0.406 acres) of land, more or less, lying in the Northwest Quarter of Section 7, Township 5 South, Range 65 West of the Sixth Principal Meridian, in Arapahoe County, Colorado, said tract or parcel of land being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Gun Club Road whence the Northwest Corner of said Section 7 bears North 16°20'04" West, a distance of 142.13 feet;

- 1) Thence along said easterly right-of-way line North 00°00'42" East, a distance of 96.36 feet to the southerly right-of-way line of Quincy Avenue recorded in Book 457 at Page 224 in the records of the Arapahoe County Clerk and Recorder's office;
- 2) Thence along said southerly right-of-way line South 89°57'14" East, a distance of 190.00 feet;
- 3) Thence departing said southerly right-of-way line South 00°00'42" West, a distance of 93.00 feet;
- 4) Thence North 89°52'11" West, a distance of 166.70 feet;
- 5) Thence southwesterly along the arc of a non-tangent curve to the left having a radius of 69.00 feet, a central angle of 19°40'27", an arc distance of 23.69 feet, a chord bearing of South 81°15'21" West and a chord distance of 23.58 feet to the **POINT OF BEGINNING**.

The above described tract or parcel of land contains 17,670 sq. ft. (0.406 acres), more or less.

For the purpose of right-of-way, benefitting Arapahoe County.

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of N59°08'07"E Colorado Coordinate System Central Zone NAD 83(2011) from NGS point Crain, a Douglas County GIS disk set in a concrete post to NGS point Hutchinson, a USGS disk set in a concrete post. The survey data was obtained from a global positioning system (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN).

County of Arapahoe
State of Colorado

Exhibit A-1 Quitclaim Deed






bing

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QUINCY AVE & S. GUN CLUB RD

Project Code: 20944
Project Number: AQC C100-037

Legend

-  PSCo Agreements
- Proposed Parcels**
-  RW-1 (1.828 Acres)
-  RW-1A (0.406 Acres)

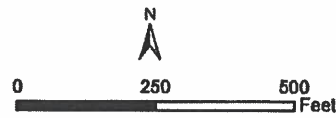


EXHIBIT B To Deed

Reserving unto Grantor PUBLIC SERVICE COMPANY OF COLORADO ("PSCo") the following right, interests and easements:

A perpetual non-exclusive easement for the transmission and distribution of electricity, for the transmission and distribution of natural gas and communication signals, and the installation and maintenance of utility facilities, both overhead and underground, including poles, pipes and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities") on, over, under, and across the Property, as defined in the Special Warranty Deed to which this exhibit is attached (the "Easement Area").

Together with the right and authority in PSCo, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to (1) enter at all times upon said Property to survey, mark and sign the Property or the Facilities, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain the Facilities; (2) have full right and authority to cut, remove, trim, or otherwise control (including without limitation by applying herbicides in accordance with applicable laws, rules and regulations), all trees, brush, and other growth which might interfere with or endanger the Facilities; (3) permit the joint use by others of rights of way and conduit for similar purposes and for such other uses as may be required by law; and (4) have reasonable access to, and ingress and egress for personnel, equipment and vehicles over and across said Property in connection with PSCo's exercise of its rights associated with the Easement Area; provided that such access rights do not unreasonably interfere with the Grantee's facilities or use of the Property.

No buildings, structures, signs, wells or other objects may be erected, placed, or permitted to remain on, under, or over the Property by Grantee, including trees, shrubs and fences, that will or may be an unreasonable interference with the exercise of any of the rights herein granted. Grantee shall not place, nor permit to be placed, any trees, shrubs or other vegetation on, under or over the Property that will or may be an unreasonable interference with the exercise of any of the rights herein granted. However, any existing trees, shrubs or other vegetation shall be controlled by PSCo in accordance with clause (2) of the paragraph immediately preceding this one. Grantee, for itself and its successors and assigns, agrees it will not perform any act on or adjacent to the Easement Area that may unreasonably interfere with or endanger the Facilities and further agrees that its use of the Easement Area shall be consistent with the rights and privileges reserved in PSCo. Non-use or a limited use of this easement shall not prevent PSCo from thereafter making use of this easement to the full extent herein authorized. It is understood and agreed that if Grantee requests the relocation of the Property or any of the Facilities, such relocation shall be at the expense of Grantee.

PSCo also reserves all right, title and interest to the Facilities and any fixtures, equipment, or other property used or useful in connection with the Facilities, which may now or hereafter be located on the Property. The provisions of the foregoing reservations, interests, right and easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, person representatives, successors and assigns of PSCo and Grantee, and shall be a burden and binging on and run with the Property.

EXHIBIT C

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 31 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**

SOIL SAMPLE LOG

SOIL SAMPLE LOG
E QUINCY AVE. AND S GUN CLUB ROAD
December 17, 2018

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	PRESENCE OF PCBS
1A	SE of Intersection of E Quincy Ave. and S, Gun Club Road	Soil Aliquot from zero to two feet in depth	ND
2A	South of the creek almost directly east and across S. Gun Club Road from the building (City of Aurora, Colorado Gun Club Road Pumping Station)	Soil Aliquot from zero to two feet in depth	ND
2B	South of the creek almost directly east and across S. Gun Club Road from the building (City of Aurora, Colorado Gun Club Road Pumping Station)	Soil Aliquot from two to four feet in depth	ND
3A	North of the Electrical Sub Station on the east side of S. Gun Club Road	Soil Aliquot from zero to two feet in depth	ND

ND – Non Detect

