

**DEVELOPMENT AGREEMENT**  
**Segment 5 - Colorado's Power Pathway**

**THIS DEVELOPMENT AGREEMENT** (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a statutory county and political subdivision of the State of Colorado ("County") and Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy, whose legal address is 1800 Larimer Street, Suite 400, Denver, Colorado 80202, (hereinafter "Company"). Both County and Company are sometimes referenced herein together as "Parties", and individually as "Party".

**RECITALS**

**WHEREAS**, the Company intends to construct, operate and maintain a new transmission line across El Paso County (the "Project"); and

**WHEREAS**, the Project falls within the scope of the County's authority under Guidelines and Regulations for Areas and Activities of State Interest of El Paso County, contained in Appendix B of the El Paso County Land Development Code ("1041 Regulations"). The Project specifically falls within the scope of and must obtain a 1041 Permit under Chapter 5, Site Selection and Construction of Major Facilities of a Public Utility, of the 1041 Regulations ("1041 Permit"); and

**WHEREAS**, the Company has applied for a 1041 Permit for the Project that includes equipment and heavy vehicle use of certain County Roads identified on Exhibit A, and as defined below, and Appurtenances by the Company's agents, employees, affiliates, contractors, subcontractors, workforce and related service companies; and

**WHEREAS**, Company's use of such County Roads pursuant to the 1041 Permit may create impacts to such County Roads, which require mitigation and repair; and

**WHEREAS**, the purpose of this Agreement is to provide for the identification of such County Roads the Company is authorized to use; the terms and conditions under which the Company is authorized to use such County Roads; and the required mitigation or repair of any impacts to such County Roads caused by the Company's use thereof;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above shall be incorporated by reference into this Agreement as if fully stated herein.
2. **General Project Description.** The Company proposes to construct and operate Colorado's Power Pathway ("Pathway") in eastern Colorado. Pathway is a \$1.7 billion investment proposed by Xcel Energy to improve the state's electric grid and enable future renewable energy development around the state. Pathway will ensure safe, reliable, and economical electric service to the public, boost the regional economy, and create jobs during its construction. Specific to the Project, which are the portions of Pathway located in the County, the Company will construct approximately 45 miles of 345-kilovolt, double-circuit transmission line along the proposed route identified in Exhibit A, attached hereto and incorporated herein by reference.

**3. Scope of the Agreement.**

- A. The Company intends to use approximately 121.5 miles of County Roads as haul routes for the Project, which are identified on Exhibit A as either a General Construction Haul Route – Paved, or a General Construction Haul Route – Gravel, and which are further defined in Section 4, below and generally referred to throughout as “General Construction Haul Routes”. The Company intends to use some General Construction Haul Routes to transport material and equipment which may require a County Haul Permit for overweight loads, which subset of General Construction Haul Routes is further defined in Section 4, below and generally referred to throughout as “Overweight Construction Haul Routes”.
- B. This Agreement defines the terms and conditions under which (a) the Company will be permitted to use the County Roads as General Construction Haul Routes and Overweight Construction Haul Routes for purposes of construction of the Project; (b) the Company will mitigate and repair impacts to the County Roads caused by the Company’s use thereof; and (c) the Company will pay for the cost of repairing any unrepaired damage related to or arising from the use of the County Roads by the Company and any of its contractors or subcontractors (“Contractors”) for the Project.
- C. The Company also intends to use portions of U.S. Highway 24 and CO Highway 94 located in the County (“State Highways”) as Heavy Material Delivery Routes, which are identified as such on Exhibit A and are further defined in Section 4. The use, maintenance, and repair of the State Highways as Heavy Material Delivery Routes is not subject to this Agreement, except as provided for below:
  - 1. All State Highway laws and codes apply to Company’s use of State Highways for construction of the Project.
  - 2. All necessary State oversize/overweight permitting for the Company’s use of State Highways must be obtained by the Company or its Contractors.
  - 3. The County and Company shall confirm that any existing access from State Highways to County Roads is open and sufficient to meet the needs of Company and its Contractors, including, without limitation the requirements for turning movements.
  - 4. Any existing access from State Highways to County Roads or new access points not on existing County Roads which require modification to meet the needs of Company and its Contractors will require State Highway Access Permitting.

**4. Definitions.**

- A. “Appurtenance” means and includes the following when within a public right-of-way: a ditch, culvert, or any type of wall, fence, guardrail, pavement marking, traffic control device, illumination device, mailbox or barrier adjacent to or in, along or on a County Road; or any construction, obstruction, erection or any situation, arrangement or disposition of any earth work, rock, tree or other material or thing adjacent to or in, along or on a County Road that is not on the traveled portion of the road.

- B. "County Roads" means a public roadway under the direction, control and management of the County, to be used by the Company for equipment and heavy vehicle access to and from the Project, including:
1. A developed road on which improvements such as grading or surfacing have been made for the purpose of public travel and access, including any Appurtenances, a bridge forming part of a public road and any structure incidental to a public road; and/or
  2. An undeveloped road or right of way under the County's jurisdiction.
- C. "General Construction Haul Route" means a County Road used by the Company or its Contractors to transport materials, equipment and/or labor from laydown yards located on private property to the Project.
- D. "Heavy Material Delivery Routes" means State-owned and/or maintained highways used by the Company or its Contractors to transport materials and/or equipment to laydown yards located on private property, for which an overweight permit may be required by the Colorado Department of Transportation.
- E. "Overweight Construction Haul Route" means a County Road that is a General Construction Haul Route and that requires a County Haul Permit.
- F. "Preliminary Acceptance" means the County's conditional acceptance and approval of the Company's repair and restoration of General Construction Haul Routes following completion of the Project, after which time the Company will provide a two (2) year warranty period for any such repair and restoration previously performed by the Company for Road Damage identified by the County or Company that was a direct result of the Project or the Company's use of the General Construction Haul Routes.
- G. "Road Damage" shall include, by way of example but not limitation, damage caused by the Company to a County Road used as a General Construction Haul Route such as the following:
1. Potholes or wheel-depressed areas after the roads have been maintained or graded.
  2. Damage to shoulders due to heavy vehicles running off the edge of the road.
  3. Damage to ditches due to heavy vehicles squeezing the ditches closed by running on the shoulders of the road.
  4. Damage to culverts crushed by heavy hauling activities or being "plugged" by sediment from closed ditches.
  5. Damage to road surface causing the re-cycling of the surface for the purpose of proper roadway drainage.
  6. Damage to the existing base by heavy traffic.

5. **Identification of General Construction Haul Routes.**

- A. The Parties agree that construction of the Project may impact the County Roads based on the number of anticipated trips per day and the weight of the vehicles making such trips. Company has identified multiple General Construction Haul Routes to and from the Project site that are subject to this Agreement. The General Construction Haul Routes and Heavy Material Delivery Haul Routes are depicted in Exhibit A, attached hereto, and described below:
1. General Construction Haul Routes occur along and adjacent to the Project alignment in El Paso County. These routes include many smaller roads including Ramah Road, Harrisville Road, Corona Road, Holtwood Road, Big Springs Road, Judge Orr Road, Rush Road, Shear Road, and Whittemore Road. These routes will be used to haul materials and equipment and for personnel traffic to individual work sites.
  2. Heavy Material Delivery Haul Routes in El Paso County are identified along I-25, US 24, and CO 94. These routes will be used to transport bulk equipment and materials to laydown yards.
- B. Load-posted bridges with the following required load ratings according to the 2022 CDOT Off-System Bridges inspection data along the County Roads include:
1. EPC 1240-03.55 Commerce Rd Bridge, 0.5 mi NW of Blasingame Rd – Large Timber Bridge – 8T/14T/14T and 9T for all SHVs
  2. EPC 0565-08.55 Blasingame Rd Bridge, 0.2 mi W of Commerce Rd – Timber Bridge – 21T/33T/34T and for SHVs – 21T (4 axles) and 23T (5+ axles) – This bridge is along a potential detour route for the Commerce Rd Bridge
  3. EPC 0929-09.52 Oil Well Rd, South of Alta Vista – Timber Bridge – 13T/20T/20T

All required County Haul Permits for Overweight Construction Haul Routes must be obtained before use of such Overweight Construction Haul Routes for materials requiring a County Haul Permit.

## **6. Identification of Impacts to County Roads.**

- A. Prior to construction commencing, Company shall prepare or cause to be prepared a pre-construction baseline inventory (“Baseline Inventory”) documenting the pre-construction condition for each General Construction Haul Route prior to commencing construction of the Project, one year after commencement of construction, and after Preliminary Acceptance of restoration of the County Roads. Each Baseline Inventory shall be shared with the County within three (3) business days of completion.
- B. The initial Baseline Inventory shall include at minimum video and photographs documenting the condition of the County Roads and a pavement condition index for all paved County Roads.
- C. Once construction commences and until Preliminary Acceptance of repair and restoration of the County Roads, Company shall also make visual observations of the General Construction Haul Routes every two weeks and of the Overweight Construction Haul Routes following transportation of material requiring a County Haul Permit, and shall complete a Road Report, attached hereto as Exhibit E, documenting such observations, comparing them to prior

observations and the most recent Baseline Inventory, and identifying any new damage to the County Roads and Appurtenances. The Road Report shall include an assessment of current dust control on gravel roads per applicable County dust control requirements. Company shall share each such Road Report with the County within two (2) business days of completion.

- D. County staff may also conduct periodic inspections of the General Construction Haul Routes at their discretion and shall complete a Road Report if any damage to the County Roads or Appurtenances allegedly caused by the Project is observed. Such Road Reports shall be shared with the Company within two (2) business days of completion.

**7. Mitigation, Maintenance, and Repair of Impacts to the General Construction Haul Routes.**

- A. During Construction of the Project. Should any Road Report or Baseline Inventory completed by any Party identify new Road Damage or a requirement for further dust control along a General Construction Haul Route, the Company and the County shall use best efforts to meet within three (3) business days to determine whether such damage was caused wholly or partially by Company's activities related to the Project and, if so, whether the damage shall be repaired by Company or the County. If the damage is to be repaired by the Company, the Company must obtain all appropriate permits, including but not limited to a County Work-in-the-Right-of-Way permit, prior to conducting such work. If the damage is to be repaired by the County, the funds necessary to reimburse the County for the cost of such repairs may be withdrawn from the County Road Funds (defined below) provided by Company, as applicable.

- B. Final Restoration of the General Construction Haul Routes.

1. The County and Company agree that in addition to the Company's ongoing mitigation and repair of impacts to the General Construction Haul Routes during the course of construction of the Project, the use of the General Construction Haul Routes by the Company for construction of the Project will require final repair of such impacts for restoration of the General Construction Haul Routes to a condition substantially similar to the condition of such General Construction Haul Routes prior to the Company's use thereof.
2. To secure funds for the costs of such final restoration of the General Construction Haul Routes as provided herein, the Company agrees to furnish to the County a surety bond in an amount equal to one hundred fifteen percent (115%) of the Company's estimated costs to repair and complete final restoration of the General Construction Haul Routes damaged by the Company's use of the same during construction of the Project (the "Estimated Costs," and the security for the Estimated Costs, the "County Road Funds").
3. The purpose of the Estimated Costs is solely to determine the amount of security for the Company's mitigation and repair obligations under this Agreement. No representations are made as to the accuracy of these estimates, and Company agrees to pay all costs of repair and final restoration for which it is legally obligated pursuant to this Agreement regardless of the adequacy of the County Road Funds.
4. If Road Damage to a County Road caused by the Company's use of such County Road as a General Construction Haul Route is identified and repaired by the County while this Agreement remains in effect, the County may withdraw from the County Road Funds the

amount necessary to reimburse itself for the cost of such repairs to the extent caused by the Company's use of such County Road as a General Construction Haul Route. If no County Road Funds are available due to previous reimbursements, the Company shall reimburse the County for such Road Damage repairs conducted by the County, as provided for herein, within thirty (30) days of receiving an invoice for such repairs.

5. If Company repairs Road Damage to a General Construction Haul Route, and the County-required scope of such work exceeds that necessary to repair road damage wholly caused by Company's Project activities, the County shall authorize payment to the Company the excess costs of such additional work within thirty (30) days of receiving an invoice and supporting documentation for such repairs from the Company.
6. Upon Preliminary Acceptance of repair and restoration of the General Construction Haul Routes, the County Road Funds shall be reduced to the amount of fifteen percent (15%) of the total actual cost of final repair and restoration of the General Construction Haul Routes. The reduced County Road Funds shall be held by the County until expiration of the two (2) year warranty period.
7. If no final repair or restoration is required at the time of the post-construction inspection, the County Road Funds shall be released by the County in their entirety.

C. Time Limit for Restoration of General Construction Haul Routes. The Company shall complete all final repair and restoration of Road Damage to General Construction Haul Routes within six (6) months of the completion of the Project.

8. **Emergencies.** The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to General Construction Haul Routes that the County deems necessary for public safety. All costs incurred by the County for emergency maintenance or repairs caused by Company's use of the County Roads shall be the responsibility of the Company. Payments for such costs shall be due within thirty (30) days from invoice by the County.
9. **Compliance with Applicable Laws.** Company must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all applicable approvals, permits, and licenses during its use of the General Construction Haul Routes for the Project. The Company may not utilize the General Construction Haul Routes as provided for in this Agreement until such time as the Company's 1041 permit application is approved by the County.
10. **Indemnification.** The Company and its successors and assigns shall indemnify and hold harmless the County and their respective elected officials and employees, agents, and contractors from and against any and all losses, injuries, damages, claims, demands, suits, liabilities, causes of action, settlements, costs, or expenses that are caused by or result from the acts and omissions of Company or its employees, officers, or agents arising from the use of the County Roads for the installation and construction of the Project. Nothing in this paragraph shall be interpreted to limit or waive any of the immunities, rights, limitations of liability and defenses afforded the County under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.
11. **Assignment.** No Party may assign its rights and obligations under this Agreement without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.

12. **Nuisance Conditions.** The Company shall prevent the creation of any nuisances by way of its maintenance or restoration of the County Roads under this Agreement. If the County determines that a nuisance exists, it shall notify the Company in writing that such nuisance exists. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the County, the County may, upon thirty (30) days' written notice to the Company within which it may cure the condition, draw upon the County Road Funds to pay the cost of abating the nuisance. The decision to draw on the County Road Funds shall be within the sole discretion of the County.
13. **Waivers.**
  - A. Failure by either party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
  - B. By entering into this Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.
14. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the County and the Company and their respective successors and permitted assigns. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law or equity.
15. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.
16. **Venue and Jurisdiction.** This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue of any suit or cause of action under this Agreement shall lie exclusively in El Paso County, Colorado.
17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties as to the Company's use of the County Roads and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Nothing set forth herein shall relieve the Company of its obligation to comply with any conditions set forth in its 1041 Permit.
18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall be attached to a single instrument.
19. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
20. **Recording.** This Agreement shall be recorded in the public records of the El Paso County Clerk and Recorder.

21. **Notices.** All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

El Paso County:           Planning and Community Development  
  DSD-POD@elpasoco.com  
  719-520-6300

Company:                   Jennifer Chester  
  Xcel Energy  
  Senior Manager, Siting and Land Rights  
  1800 Larimer Street, Suite 400  
  Denver, CO 80202  
  Email: jennifer.l.chester@xcelenergy.com

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

\_\_\_\_\_  
Steve Schleiker  
County Clerk & Recorder

By: \_\_\_\_\_  
Carrie Geitner, Chair

Approved as to form:

\_\_\_\_\_  
County Attorney's Office

**PUBLIC SERVICE COMPANY OF  
COLORADO, A COLORADO  
CORPORATION**

By: \_\_\_\_\_  
Name: Jennifer L. Chester  
Title: Sr. Mgr., Siting + Land Rights

Road Name	Classification	Width (ft)	Surface
BIG SPRINGS RD	Collector	23	Gravel
BOOK RD	Collector	23	Gravel
DAVENPORT RD	Minor Arterial	24	Paved
OIL WELL RD	Local	24	Gravel
PUNK RD	Collector	24	Gravel
HARRISVILLE RD	Collector	24	Gravel
HOLTVILLE RD	Local	22	Gravel
LUGG OER RD	Minor Arterial	22	Paved
RAMAH HWY	Collector	24	Gravel
RUSH RD	Collector	26	Gravel
SHEAR RD	Collector	26	Gravel
TRUCKTON RD	Collector	23	Gravel
WHITTEMORE RD	Collector	24	Gravel
ALFORD RD	Local	24	Gravel
ALTA VISTA RD	Local	30	Gravel
CHELTON RD	Local	20	Gravel
COLD IRON RD	Local	20	Gravel
COMMERCE RD	Local	22	Gravel
COMMERCIAL ST	Local	Information not available	Gravel
CORONA RD	Minor Arterial	22	Paved
EDSON RD	Local	24	Gravel
GEICK RD	Local	22	Gravel
JOHNSON RD	Collector	22	Gravel
MAIN ST	Local	Information not available	Gravel
RAILROAD AV	Local	Information not available	Gravel
RAMAH RD	Local	26	Gravel
RASHER RD	Local	24	Gravel
SILKA HWY	Collector	24	Gravel
US 24	Freeway	Administered by CDOT	Paved
State Highway 84	Principal Arterial	Administered by CDOT	Paved


Route Name	Classification	Width (ft)	Surface
BIG SPRINGS RD	Collector	23	Gravel
BOOK RD	Collector	23	Gravel
DAVENPORT RD	Minor Arterial	24	Paved
OIL WELL RD	Local	24	Gravel
PURK RD	Collector	24	Gravel
HARRISVILLE RD	Collector	24	Gravel
HOLTVOOD RD	Local	22	Gravel
JUDGE ORR RD	Minor Arterial	22	Paved
RAMAH HWY	Collector	24	Gravel
RUSH RD	Collector	26	Gravel
SHEAR RD	Collector	28	Gravel
TRUCKTON RD	Collector	23	Gravel
WANTTAMORE RD	Collector	24	Gravel
ALFORD RD	Local	24	Gravel
ALTA VISTA RD	Local	30	Gravel
CHELTON RD	Local	20	Gravel
COLD IRON RD	Local	20	Gravel
COMMERCE RD	Local	22	Gravel
COMMERCIAL ST	Local	Information not available	Gravel
COROTIA RD	Minor Arterial	22	Paved
EDSON RD	Local	24	Gravel
GEICK RD	Local	22	Gravel
JOHNSON RD	Collector	22	Gravel
WAIN ST	Local	Information not available	Gravel
RAIL ROAD AV	Local	Information not available	Gravel
RAMAH RD	Local	26	Gravel
RASHER RD	Local	24	Gravel
SILVA HWY	Collector	24	Gravel
25	Freeway	Administered by CDOT	Paved
U S 24	Principal Arterial	Administered by CDOT	Paved
State Highway 84	Principal Arterial	Administered by CDOT	Paved

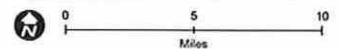
 Proposed Transmission Route  
 Heavy Material Delivery Route - Paved\*  
\*Routes used to transport bulk equipment and materials to laydown yards  
 General Construction Haul Route - Paved\*\*  
 General Construction Haul Route - Gravel\*\*  
\*\*Routes used to deliver materials (e.g., anchor bolts, poles, concrete) to individual work sites  
 Proposed Laydown Yard

(COOT 2021, BTS 2020)

-  U.S. Highway  
 State Highway  
 Local Road

**Boundary**  
(CDOT 2021, DOLA 2021)

-  Municipal Boundary  
 County



**PRELIMINARY, SUBJECT TO CHANGE**  
The information contained herein is believed to be accurate and suitable for limited internal use only. Xcel Energy Service Company of Colorado makes no warranty as to accuracy or suitability of any information contained herein for use by third parties. The accuracy of this map and information depicted should be verified prior to use. Do not hold us in any way responsible for any and all damages, including consequential damages, which may result from the use or reliance on this information.

Revised: 5/13/2024 | NOT FOR CONSTRUCTION

Pub. ZVragsd/CEH1153 (10) CO Pathway Pomeroy/Laya/Worming/El Paso Col/El Paso O; Permit/sg.