



Arapahoe County

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Board Summary Report

File #: 25-634

Agenda Date: 11/18/2025

Agenda #: 8.a.

To: Board of County Commissioners

Through: Ron Carl, County Attorney, County Attorney's Office

Prepared By:
Matt Hader, Senior Assistant County Attorney, County Attorney's Office

Presenter: Molly Orkild-Larson, Senior Planner, Public Works & Development

Subject:
DA24-003 Front Range Energy Storage Vested Rights Agreement (Development Agreement)

Purpose and Request:

The Board of County Commissioners is being asked by Front Range Energy Storage (FRES) to enter into a vested rights agreement, or Development Agreement, pursuant to C.R.S. §24-68-103 and Arapahoe County Land Development Code (LDC) Section 5-7.2, granting FRES a 7-year period vesting period for the previously approved Use by Special Review (UASI23-001) for the completion of the Battery Energy Storage System on the property generally located in the area southwest of E. Quincey Ave. and S. Harvest Road. FRES is also seeking vesting for the same period of time in the additional terms and conditions set forth in the Development Agreement.

Alignment with Strategic Plan: Sustainable Growth and Infrastructure - Support environmentally responsible development and energy efficiency in county operations.

Background and Discussion: The proposed Development Agreement contains terms which would accomplish two primary goals of the requester, Front Range Energy Storage. First, it provides them with seven (7) years to complete the buildout of their Battery Energy Storage System (BESS). Second, it "locks in" that part of the Arapahoe County Land Development Code allowing for qualified amendments to previous approvals to occur administratively. Specifically, LDC § 5-2.3 would remain applicable to the development without regard to subsequent amendments to this section of the LDC during the 7-year period.

Additional terms of the Agreement recognize that the site layout will change over time as the project moves through various stages of approvals as well as adjusts to evolving technology. The parameters necessary to accommodate necessary equipment manufacturers, regulatory requirements, industry standards, and even market conditions may all affect the site design and layout. Part of the site design flexibility granted in the Agreement would allow the ability to (a) modify the height of battery enclosures from 16-feet to up to 24-feet high, and (b) ensure that the on-site lightning rod and tie-in to the adjacent Harvest Mile substation are not unduly encumbered by height restrictions that would undercut the ability to bring the project to fruition. The Agreement contains additional terms addressing the ability to incorporate operations and maintenance facilities into the site design as may be required, as well as other miscellaneous terms and conditions. If approved, the

rights vested in the USR and the Agreement itself will run with the land.

The Land Development Code provides guidance on requests for vested property rights by encouraging consideration of the following:

1. Whether the plan or project is sufficiently well-defined to justify vesting for the period proposed;
2. Whether there are sufficient corresponding benefits to the County and its citizens to justify granting any or all of the vested property rights requested for the development;
3. Whether any forecasts of future off-site land uses, infrastructure, traffic, and drainage conditions are reliable throughout the vesting period, as those studies are required to be updated from time to time;
4. Other factors as outlined in resolutions or policies of the Board; and,
5. Recommendations, if any, of citizens, County staff, and referral agencies.

LDC § 5-7.2.F. These factors are purely for guidance, as the Board of County Commissioners has discretion in whether to apply such factors and how to apply them if deemed appropriate.

The BOCC's action on this item is considered legislative and subject to referendum and judicial review. If approved at the public hearing, the Agreement will be published in a newspaper of general circulation within the County.

Alternatives: (1) **Denial**. The Board of County Commissioners may choose not to enter into this agreement at this time. (2) **Continue Negotiations**. If the Board of County Commissioners believes further negotiations are necessary, staff can be directed to do so on behalf of the BOCC.

Fiscal Impact: None.

Alignment with Strategic Implementation Strategies: N/A

Staff Recommendation: Staff makes no recommendation on this Agreement.

Concurrence: N/A