

PIPELINE RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF Nineteen Thousand, Nine Hundred Fifty **DOLLARS** (\$19,950) for the pipeline to be constructed under the terms hereof, to be paid upon execution of this Pipeline Right-of-Way Grant.

I/WE,

Town of Castle Rock, a Colorado municipal corporation, acting by and through the
Town of Castle Rock WaterEnterprise
100 Wilcox Street
Castle Rock, Colorado 80104

hereinafter referred to as “Grantor” (whether one or more) does hereby grant, sell, convey, and warrant to DCP Operating Company, LP, 3026 4th Avenue, Greeley, Colorado 80631, its successors and assigns, hereinafter referred to as “Grantee”, the right, privilege and non-exclusive easement, Fifty (50) feet in width for a temporary easement for initial construction for this line only and a permanent non-exclusive easement of Twenty (20) feet in width, for the purpose of one (1) single pipeline and from time to time, operating, inspecting, maintaining, protecting, repairing, replacing, and removing a single pipeline or other appurtenances, for the transportation of oil, gas, petroleum products, water, and any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route through the following described land located in **WELD** County, State of **COLORADO**, to wit:

Township 1 North, Range 65 West of the 6th P.M.

Section 25: SE1/4 being described as Lot A and Lot B of Recorded Exempt RE-3276

Said temporary construction easement and permanent non-exclusive pipeline easement being more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Property”).

Together with the right of ingress and egress to and from said pipeline, on, over, and across said land and adjacent land of Grantor.

It is agreed that the pipeline to be laid under this grant shall be constructed a minimum depth of forty-eight (48) inches below the surface of the ground to permit normal cultivation at the time of construction, and Grantor shall have the right to fully use and enjoy the above described premises subject to the rights herein granted. The final location of the pipeline shall be clearly marked utilizing carsonite posts at the entrance and exit of the Town’s property and every 500 lineal feet along the pipeline route.

Grantee agrees to reclaim those lands disturbed during construction as nearly as practicable to its original condition and reseed the same as soon as possible. Upon completion of the pipeline installation and reseedling activities, said temporary construction easement shall terminate.

In the event Grantor, as part of its development of its facilities located on Grantor’s property, determines that it is necessary to relocate the pipeline in order to accommodate municipal water facilities. Grantor shall provide Grantee with an alternative easement location reasonably acceptable to Grantee on Grantor’s property and Grantee shall relocate its line, at its sole expense.

Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted permanent right-of-way, and Grantor agrees not to build, construct or create any buildings, structures or engineering works on the herein granted right-of-way that will interfere with the normal operation and maintenance of said line.

Except in the event of an emergency, Grantee shall provide Grantor with 48-hours notice prior to entering onto Grantor’s property to access the Easement Property. In addition, Grantee shall maintain access to Grantor’s property at all times during construction, reconstruction and maintenance of the pipeline.

Grantee shall operate and maintain the pipeline in compliance with all federal, state and local regulations. Grantor shall properly remediate any hazardous material or other environmental contaminants introduced into the ground as a result of operation or the pipeline. In the event of a pipeline failure, any clean up and/or mitigation shall be performed in compliance with all applicable federal, state and local laws and regulations, at no cost to Grantor.

Grantee agrees to pay to the owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. The initial consideration paid by Grantee to Grantor includes any and all damages that may be sustained by original construction of the pipeline within the easement area, including without limitation, cutting trees and damages to surface, fences or any other property owned by Grantor. If the property is leased, Grantee will settle actual damages with the tenant.

In the event the pipelines herein provided for shall be abandoned or inactive for one (1) calendar year, this easement shall become null and void; provided that the abandonment for non-use is not the direct result of war, Acts of God, rules or regulations promulgated by any government body, federal or state having jurisdiction thereof. Should DCP discontinue the use of its entire pipeline within or a portion of the Easement Property granted for twelve (12) consecutive months, DCP agrees to take all actions necessary to render the pipeline environmentally safe and fit for abandonment in place. All such cleanup and mitigation shall be performed in compliance with all applicable federal, state and local laws and regulations. DCP further agrees to hold Grantor harmless and indemnify Grantor from any environmental risks associated with abandonment of the pipeline, now or in the future. Upon completion of the pipeline abandonment in place, DCP will execute and deliver to Grantor in a timely manner a Release of Right of Way Grant for the portion of the Right of Way lands so abandoned.

Grantee shall have the sole obligation to maintain the pipeline and shall otherwise assume and be solely responsible for any and all liabilities and obligations associated with the ownership, operation, maintenance and repair of the pipeline. Grantee shall indemnify Grantor from any and all liability, costs, expense, or attorney's fees incurred as a result of Grantee's exercise of rights under the this agreement. Grantee shall obtain and keep in full force and effect commercial general liability insurance applicable to all claims for personal injury and/or property damage occurring from the use and occupancy of the Easement Property by Grantee, its employees, contractors and agents, covering actions and activities authorized under this agreement in an amount not less than \$1,000,000 per occurrence. In addition, such insurance shall name Grantor as an additional insured.

The terms, conditions, and provisions of the contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2017
Signed, sealed, and delivered in the presence of:

By: _____

Print:

Title: _____

STATE OF _____)
)
COUNTY OF _____)

SS. _____

known to me to be the same person(s) who executed the within and foregoing instrument, and acknowledged to me ___ executed the same as ___ free and voluntary act and deed for the purposes and consideration therein expressed.

My commission expires: _____

Notary Public

EXHIBIT "A"
TOWN OF CASTLE ROCK WATER ENTERPRISE

**PERMANENT NON-EXCLUSIVE PIPELINE EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT**

A 20 foot wide permanent non-exclusive pipeline easement and a 50 foot wide temporary construction easement in LOT A and in LOT B according to the plat of RECORDED EXEMPTION NO. 1473-25-4-RE-3276 recorded May 28, 2002 at Reception No. 2954449 of the Weld County records, located in the southeast one-quarter (SE1/4) of Section 25, Township 1 North, Range 65 West of the Sixth Principal Meridian, County of Weld, and State of Colorado. The permanent non-exclusive pipeline easement shall lie 10.00 feet on each side of, when measured perpendicular to, the following described centerline. The temporary construction easement shall lie 10.00 feet southerly of and 40.00 feet northerly of, when measured perpendicular to, the following described centerline:

BEGINNING at a point on the west line of said LOT A from which the south one-quarter corner of said Section 25, a 2-1/2 inch aluminum cap PLS illegible, bears S 00°19'07" E a distance of 54.10 feet;

Thence N 86°58'33" E a distance of 25.36 feet;

Thence N 89°24'42" E a distance of 229.51 feet;

Thence N 72°17'58" E a distance of 47.26 feet;

Thence S 67°05'56" E a distance of 49.54 feet;

Thence N 89°30'03" E a distance of 942.85 feet;

Thence S 00°29'57" E a distance of 35.16 feet to the POINT OF TERMINUS from which the southeast corner of said Section 25, a 2-1/2 inch aluminum cap stamped PLS 24670, bears N 89°56'29" E a distance of 1361.94 feet.

The sidelines of said easements shall be extended or shortened as necessary to begin on the west line of said LOT A.

The permanent non-exclusive easement contains an area of 0.611 acres more or less.

BASIS OF BEARINGS: A line monumented by a 2-1/2 inch aluminum cap PLS illegible at the south one-quarter corner of Section 25 T1N R65W 6th PM and a 2-1/2 inch aluminum cap stamped PLS 24670 at the southeast corner of said Section 25, bears N 89°24'33" E a distance of 2650.38 feet, with all bearings contained herein relative thereto.



C1/4 CORNER
SECTION 25
2" ALUM. CAP
PLS 25937

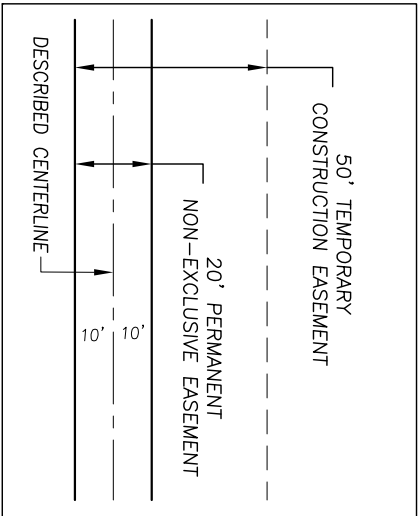
N 00°19'07" W 2644.35'

TOWN OF CASTLE ROCK
WATER ENTERPRISE
LOT A RE-3276

LOT B RE-430

SE1/4 SECTION 25
T1N R65W 6TH PM
TOWN OF CASTLE ROCK WATER ENTERPRISE
LOT B RE-3276

LINE TABLE
L1=N 86°58'33" E 25.36'
L2=N 89°24'42" E 229.51'
L3=N 72°17'58" E 47.26'
L4=S 67°05'56" E 49.54'
L5=N 89°30'03" E 942.85'
L6=S 00°29'57" E 35.16'



DESCRIBED CENTERLINE

50' TEMPORARY
CONSTRUCTION EASEMENT

20' PERMANENT
NON-EXCLUSIVE
PIPELINE EASEMENT

N 89°24'33" E 2650.38'
(BASIS OF BEARINGS)

P.O.T.

60' ROAD R.O.W.

25/30
36/31
2.5" ALUM. CAP
PLS 24670
(SURVEY TIE TO P.O.T.
S 89°56'29" W 1361.94')

1/4 CORNER
SEC 25/SEC 36
2.5" ALUM. CAP
PLS ILLEGIBLE
(SURVEY TIE TO P.O.B.
N 00°19'07" W 54.10')

P.O.B.

L1 L2 L3 L4

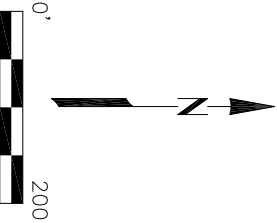
L5

L6

WCR 4

NOTES

- Locations of utilities (including pipelines) were determined from visible surface evidence. These locations, if shown, may not be accurate or complete. Other utilities not shown may exist. All utilities are to be identified and marked by others prior to excavation.
- NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- This Exhibit was prepared by Paul A Valdez, PLS 37068, for and on behalf of Centerline Surveying, LLC 7200 McMurtry Ranch Rd, Belvue, CO 80512.



CENTERLINE
SURVEYING LLC

SE1/4 SECTION 25
T1N R65W 6TH PM
WELD COUNTY



SCALE: 1"=200'	DRAWN BY: PAV	JOB NO.: 17024
DATE: 04/07/17	DATE REVISED: 04/27/17	A/E: 500216087



TOWN OF CASTLE ROCK WATER ENTERPRISE

KERR MCGEE OIL & GAS ONSHORE LP, ACCO TERRA STATE
NW1/4 SEC. 36 T1N R65W 6TH PM WELD COUNTY