

PIPELINE RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF Twenty-One Thousand, Six Hundred Seventy-Five and 30/100 **DOLLARS** (\$21,675.30) 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 Water Enterprise
100 Wilcox Street
Castle Rock, Colorado 80104

hereinafter referred to as “Grantor” (whether one or more) does hereby grant, sell, convey, and warrant to Cureton Front Range, LLC, a Delaware Limited Liability Company, whose address is 1550 Larimer Street, Suite 266, Denver, Colorado 80202, its successors and assigns, hereinafter referred to as “Grantee”, the right, privilege and non-exclusive easement of Forty (40) feet in width for a temporary construction easement for initial construction for this pipeline only, including an additional temporary work space of Three-Thousand One hundred and Eighteen (3,118) square feet as shown in Exhibit A, and a permanent non-exclusive Ten (10) 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, including above ground appurtenances in an area limited to Four Hundred (400) square feet as shown in Exhibit A, 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, 6th P.M.
Section 25: Being part of the SE/4
Weld County, Colorado

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 shall design and construct pipeline in conformance with 49 CFR 192 and ASME B31.8 and follow all safety requirements contained therein.

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 reseeded activates, 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 and in accordance with all industry standards. Grantee 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. If the property is leased, Grantee will settle actual damages with the tenant.

In the event the pipelines and above ground appurtenances ("Pipeline Infrastructure") 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 Cureton discontinue the use of its entire pipeline within or a portion of the Easement Property granted for (12) consecutive months, Cureton agrees to take all actions necessary to render the Pipeline Infrastructure 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. Cureton further agrees to hold Grantor harmless and indemnify Grantor from any environmental risks associated with abandonment of the Pipeline Infrastructure, now or in the future. Upon completion of the pipeline abandonment in place, Cureton 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 further agrees that, if at any time, the Pipeline Infrastructure settles or causes any settling in the area of the Pipeline Infrastructure, it will make all necessary repairs at Grantee's sole cost and expense and pay damages to crops within a reasonable period of time.

Grantee shall have the sole obligation to maintain the Pipeline Infrastructure 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 Infrastructure. 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 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 activates 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. Grantee shall provide Grantor with all applicable certificates of insurance upon execution of this Agreement.

The grant is made in consideration that Grantee, its successors and assigns, shall hold Grantor, its successors and assigns, harmless from damages or liability of any character which may arise out of the exercise of the rights herein granted.

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.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, as long as said easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2021.
Signed, sealed, and delivered in the presence of:

TOWN OF CASTLE ROCK,
acting by and through the **TOWN OF CASTLE ROCK WATER ENTERPRISE**

Jason Gray, as Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____ in the year 2021, before me, the undersigned notary public, personally appeared **Jason Gray, Mayor of the Town of Castle Rock**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal. The foregoing instrument was acknowledged before me this _____ day of _____, 2021.

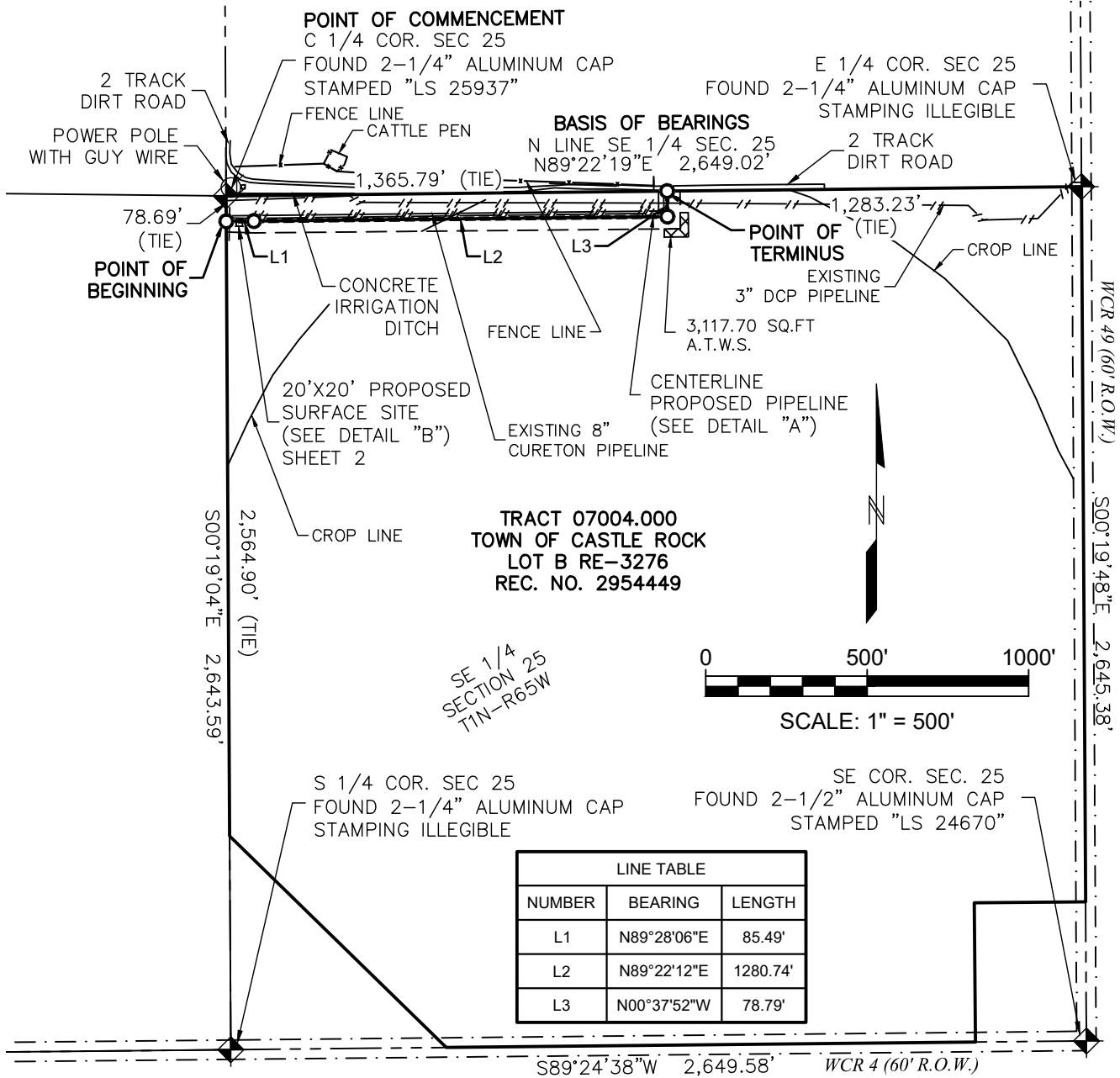
My commission expires: _____

(seal)

Notary Public

EXHIBIT A

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 65 WEST OF
THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY
STATE OF COLORADO



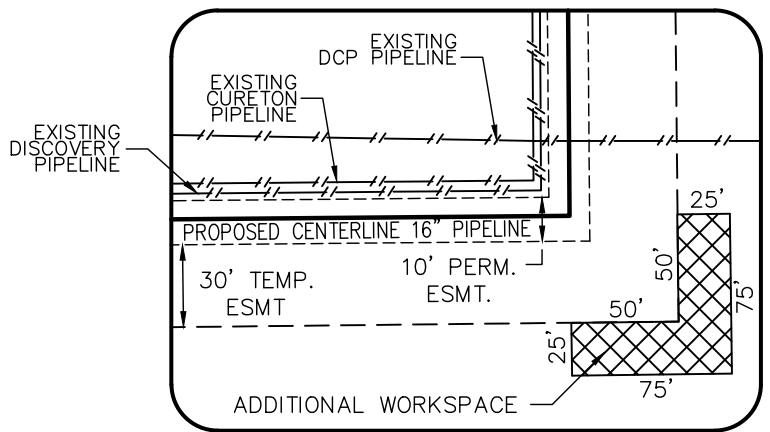
SURVEYOR'S STATEMENT:

I, KATHY M. SVECHOVSKY, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION DURING THE MONTH OF JANUARY 2021, AND THAT THE PROPOSED PIPELINE LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I ALSO STATE THAT THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDINGS, OR OTHER FUTURE IMPROVEMENTS.

NOTES:

- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE LW SURVEY CO. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE. THE EXACT LOCATION OF THE CENTERLINE OF THE EASEMENT HERETOFORE CONVEYED SHALL BE ADJUSTED TO MATCH THE AS-CONSTRUCTED LOCATION.
- THE BEARINGS SHOWN HEREON WERE ESTABLISHED BY COLORADO STATE PLANE NORTH, NAD 83 WITH A VERTICAL DATUM OF NAVD 88. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET. TO OBTAIN GROUND DISTANCES MULTIPLY VALUES GIVEN HEREON BY 1.00027772.
- THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

*Preliminary
For Review Only*



- THE TOTAL LENGTH OF THE PROPOSED CENTERLINE SHOWN HEREON IS 1,445.02 FEET (87.58 RODS).
- THE TOTAL AREA OF THE 10' PERMANENT EASEMENT SHOWN HEREON IS 14,450.66 SQUARE FEET (0.33 ACRES).
- THE TOTAL AREA OF THE 30' TEMPORARY WORKSPACE SHOWN HEREON IS 48,175.10 SQUARE FEET (1.11 ACRES).
- THIS SYMBOL DOES NOT REPRESENT A MONUMENTED LINE. THIS SYMBOL ONLY DEPICTS A CHANGE IN DIRECTION SEE ATTACHED DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

TRACT 07004.000
TOWN OF CASTLE ROCK

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH,
RANGE 65 WEST, 6TH P.M., WELD COUNTY, COLORADO

SCALE: 1"=500'	DRAWN BY: MRP 03/04/2021	REV: 1 03/23/2021 RWC
 LW Survey Co. 12345 W. Alameda Pkwy, Suite 205 Lakewood, CO 80228	CURETON MIDSTREAM WELD COUNTY, COLORADO	SHEET 1 OF 2

EXHIBIT A

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 65 WEST OF
THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY
STATE OF COLORADO

PIPELINE DESCRIPTION

A PIPELINE LOCATED IN LOT B, RECORDED EXEMPTION NO. 3276, RECORDED AT RECEPTION NO. 2954449 IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A 10 FOOT WIDE PERMANENT EASEMENT, BEING 5 FEET WIDE ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 AS MONUMENTED BY A FOUND 2-1/4" ALUMINUM CAP, STAMPED "LS 25937", WHENCE THE EAST QUARTER CORNER OF SAID SECTION 25, AS MONUMENTED BY A FOUND 2-1/4" ALUMINUM CAP, STAMPING ILLEGIBLE, BEARS N 89°22'19" E, A DISTANCE OF 2,649.02 FEET, BEING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG THE WEST LINES OF SAID LOT B, RECORDED EXEMPTION NO. 3276 AND SAID SOUTHEAST QUARTER OF SECTION 25, S 00°19'04" E, A DISTANCE OF 78.69 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINES, N 89°28'06" E, A DISTANCE OF 85.49 FEET;

THENCE N 89°22'12" E, A DISTANCE OF 1,280.74 FEET;

THENCE N 00°37'52" W, A DISTANCE OF 78.79 FEET TO THE NORTH LINES OF SAID LOT B, RECORDED EXEMPTION NO. 3276 AND SOUTHEAST QUARTER OF SECTION 25 AND THE **POINT OF TERMINUS**, WHENCE SAID EAST QUARTER CORNER OF SECTION 25 BEARS N 89°22'19" E, A DISTANCE OF 1,283.23 FEET;

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT SAID WEST AND NORTH LINES OF LOT B, RECORDED EXEMPTION NO. 3276 AND SAID SOUTHEAST QUARTER OF SECTION 25.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1,445.02 FEET (87.58 RODS), WITH A PERMANENT EASEMENT CONTAINING AN AREA OF 14,450.66 SQUARE FEET OR 0.33 ACRES. AREA DOES NOT INCLUDE THAT PORTION OF THE EASEMENT LYING WITHIN EXISTING ROADWAY RIGHT OF WAY, IF NOTED HEREON.

SURFACE SITE DESCRIPTION

AN EASEMENT LOCATED IN LOT B, RECORDED EXEMPTION NO. 3276, RECORDED AT RECEPTION NO. 2954449 IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 AS MONUMENTED BY A FOUND 2-1/4" ALUMINUM CAP, STAMPED "LS 25937", WHENCE THE EAST QUARTER CORNER OF SAID SECTION 25, AS MONUMENTED BY A FOUND 2-1/4" ALUMINUM CAP, STAMPING ILLEGIBLE, BEARS N 89°22'19" E, A DISTANCE OF 2,649.02 FEET, BEING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE S 22°27'40" E, A DISTANCE OF 79.54 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED 10 FOOT WIDE PROPOSED PIPELINE EASEMENT AND THE **POINT OF BEGINNING**;

THENCE N 89°22'09" E, ALONG SAID NORTH LINE OF PROPOSED PIPELINE EASEMENT, A DISTANCE OF 20.00 FEET;

THENCE S 00°37'51" E, A DISTANCE OF 20.00 FEET;

THENCE S 89°22'09" W, A DISTANCE OF 20.00 FEET;

THENCE N 00°37'51" W, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED SURFACE SITE EASEMENT IS 400.00 SQUARE FEET (0.01 ACRES).



KATHY M. SVECHOVSKY, PLS 38728
FOR AND ON BEHALF OF LW SURVEY CO.
PROJECT : 53545

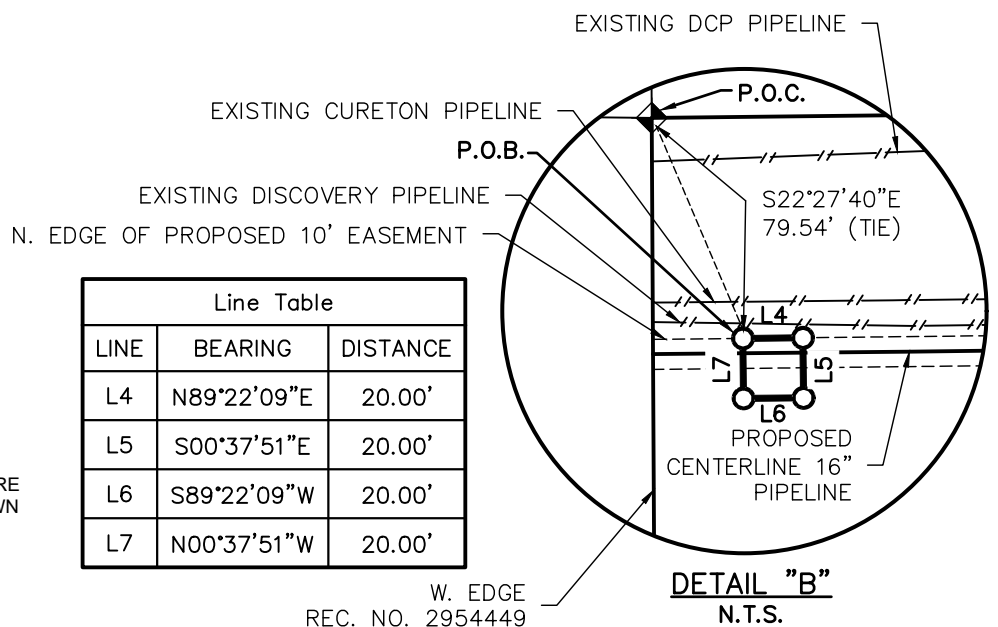
NOTES:

1. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE LW SURVEY CO. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE. THE EXACT LOCATION OF THE CENTERLINE OF THE EASEMENT HERETOFORE CONVEYED SHALL BE ADJUSTED TO MATCH THE AS-CONSTRUCTED LOCATION.

3. THE BEARINGS SHOWN HEREON WERE ESTABLISHED BY COLORADO STATE PLANE NORTH, NAD 83 WITH A VERTICAL DATUM OF NAVD 88. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND ARE IN U.S. SURVEY FEET. TO OBTAIN GROUND DISTANCES MULTIPLY VALUES GIVEN HEREON BY 1.00027772.

4. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.



Line Table		
LINE	BEARING	DISTANCE
L4	N89°22'09"E	20.00'
L5	S00°37'51"E	20.00'
L6	S89°22'09"W	20.00'
L7	N00°37'51"W	20.00'

SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.

TRACT 07004.000 TOWN OF CASTLE ROCK

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH,
RANGE 65 WEST, 6TH P.M., WELD COUNTY, COLORADO

SCALE: N.T.S.

DRAWN BY: MRP 03/04/2021

REV: 1 03/23/2021 RWC



LW Survey Co.
12345 W. Alameda Pkwy, Suite 205
Lakewood, CO 80228

CURETON MIDSTREAM
WELD COUNTY, COLORADO

SHEET
2 OF 2