

RIGHT-OF-WAY GRANT OF EASEMENT

THIS RIGHT-OF-WAY GRANT OF EASEMENT ("Grant) is made this ____ day of _____, 2014, from the **CITY OF COMMERCE CITY, COLORADO** whose address is 7887 E. 60th Avenue, Commerce City, Colorado 80022 ("Grantor," whether one or more), to **KERR-MCGEE GATHERING LLC**, a Colorado limited liability company, whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto "KMGG", its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, relocate and release, at KMGG's election, one or more pipelines, and equipment, and all appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, and any other substances, any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in the City of Commerce City, State of Colorado, being described as shown on attached Exhibit "A" (the "Right-of-Way Lands").

The width of the Right-of-Way Lands is fifty feet (50') during construction, and subsequent to construction the width of the Right-of-Way Lands is thirty feet (30'). If there is a minor deviation in the Right-of-Way Lands as constructed, in spite of the reasonable best efforts by the parties to avoid a deviation, then Grantor agrees that upon request from KMGG the parties will execute a Notice of Pipeline Location along with an as-built survey plat to amend the description of the Right-of-Way Lands.

From time to time after the initial construction of the pipeline(s), KMGG may require the use of the construction work space depicted on said Exhibit "A" to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipeline(s) together with appurtenances. KMGG may use the fifty (50) foot construction work space from time to time in connection with the rights granted hereby, provided it gives Grantor reasonable notice of such use and provided further that it restores the same as provided below when not in use.

Grantor represents and warrants to KMGG that Grantor is the sole owner in fee simple of the Right-of-Way Lands subject to the burden of the Right-of-Way and that Grantor has full right, power and authority to enter into this Grant.

Any pipelines and/or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 36 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence was in prior to its removal or severance by KMGG.

Within a reasonable period of time after completion of construction, KMGG shall level and restore any lands affected by KMGG's operations that have excessive settling and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s).

Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG.

KMGG shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary or incidental to exercising KMGG's rights hereunder.

KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein. To the extent allowed by Colorado law, Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or damages resulting from Grantor's

activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Right-of-Way Lands, subject to the rights herein granted.

It is agreed that Grantor will pay for the removal, relocation, and placement of that portion of the existing gas pipeline in 96th Avenue described on attached Exhibit "B". KMGG agrees to cooperate in the removal, relocation and placement of that portion of the existing pipeline in the easement described on attached Exhibit "B" and KMGG will assure the work is properly completed in accordance with the safety requirements and specifications customarily required for the placement of gas pipelines in the industry. Approval of this Right-of-Way Grant of Easement and removal, relocation and replacement of the portion of the existing gas pipeline shall constitute a release and termination of that portion of the easement described on attached Exhibit "B".

The parties acknowledge that in the future Grantor intends to widen 96th avenue and pave over the area hereby granted as Right-of-Way Lands as shown on attached Exhibit "A". In that event, it is agreed that upon request of Grantor the location of the pipeline and any other equipment of KMGG placed in the Right-of-Way Lands shall be moved to a location in close proximity to the Right-of-Way Lands described on attached Exhibit "A", the new location and placement of which shall be negotiated in good faith by the parties and mutually agreed upon. The cost of such relocation and placement shall be the sole responsibility of Grantor. In conjunction with such relocation and placement, an as-built survey shall be obtained and a Notice of Pipeline Location shall be executed by the parties and recorded in the records of Adams County, Colorado.

No term or condition of this Grant shall be construed as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of KMGG.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of KMGG.

KMGG shall record an original of this Right-of-Way Grant or a Memorandum of Right-of-Way Grant in the records of the County in which the Right-of-Way Lands are located. By recording this Right-of-Way Grant or a Memorandum of Right-of-Way Grant, KMGG shall be deemed to have accepted all of the terms and conditions hereof.

This Grant may be executed in counterparts, each of which shall be considered an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor has executed and delivered this Right-of-Way Grant as of the date first above written.

GRANTOR:

CITY OF COMMERCE CITY, COLORADO

BY: _____
SEAN FORD, MAYOR

ATTEST:

LAURA J. BAUER, CITY CLERK

APPROVED AS TO FORM:

ROBERT R. GEHLER, CITY ATTORNEY

STATE OF COLORADO)
)
COUNTY OF ADAMS) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by Sean Ford as Mayor and Laura J. Bauer as City Clerk of the City of Commerce City, Colorado.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public: _____

KMGG:

KERR-MCGEE GATHERING LLC

BY: _____
Signature

Printed name and title

STATE OF COLORADO)
)
COUNTY OF ADAMS) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____ as _____ of Kerr-McGee Gathering
LLC.

Witness my hand and official Seal.

My Commission Expires: _____