

# PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

STATE OF COLORADO

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COUNTY OF WELD

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This Pipeline Right-of-Way and Easement Agreement (hereinafter called “Agreement”) is made as of January 18, 2022 (the “Effective date”) between **City of Evans** whose address is 1100 37<sup>th</sup> Street, Evans, Colorado 80620 (referred to as “Grantor”), and **S. Platte, LLC**, whose address is 1800 Glenarm Place, Ste. 500, Denver, Colorado 80202 (referred to as “Grantee”).

1) THAT for and in consideration of the sum of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor, grants to Grantee, and its successors and assigns, an non-exclusive right of way and easement (the “Easement”) of **twenty (20)** feet in width, along the route depicted on Exhibit A attached hereto and incorporated herein for all purposes, to lay, construct, maintain, inspect, right of ingress and egress to operate, take measurement readings, alter, repair, remove, change the size of and capacity of one pipeline, and replace one pipeline and any underground fittings, fixtures, and structures on the one pipeline including but not limited to underground valves, fittings, meter stations, head gates, corrosion control devices, vaults, enclosures, identification signs, checks, wires, cables, structures, weir plate and measurement devices, and/or other related equipment, as may be necessary for the transportation of untreated raw freshwater over the Easement located in a portion of the following described lands:

Township 5 North, Range 65 West, 6th P.M.

Section 30: SESW

Weld County Assessor’s parcel numbers: 96130406005

Weld County, Colorado.

2) This Agreement shall remain in force for so long as Grantee utilizes the Easement for the purposes stated above. Grantee shall have all rights and benefits necessary or convenient for the full enjoyment and use of the rights granted, including the right of ingress and egress over and across the Easement and to and from the Easement along the route depicted on Exhibit “A”.

3) During construction, Grantee will bury the pipeline to a minimum depth of at least thirty-six (36) inches measured from the top of the pipeline to the normal surface of the ground. Grantee shall be allowed to install pipeline markers, test leads, corrosion control devices, and such other above ground installations as required by applicable federal, state or governmental regulations. All pipeline markers and test leads that need to be installed shall be located at fence lines, adjacent to roadways, section lines, or property lines wherever possible. Grantee agrees to consult with Grantor with respect to the location of any required above ground appurtenances. It is agreed that Grantor has the right to approve the pipeline marker locations, to the extent that the markers are placed in locations that meet the pipeline safety industry standards or applicable pipeline safety codes.

4) Grantee agrees that in addition to the consideration paid to Grantor hereunder, Grantee agrees to repair or replace any of Grantor's fences to Grantor's reasonable specifications that are damaged or removed during any construction conducted pursuant to this Agreement. Any damaged or removed fence shall be rebuilt to the same or as near the original condition as existed prior to construction hereunder and shall meet Grantor's reasonable specifications. In addition to the foregoing, Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee's activities and operations on the Easement, including reclamation of the Easement to the condition that immediately existed prior to Grantee's entry onto the Easement, except for any damage to structures or improvements placed in the Easement contrary to the terms contained herein. Grantor shall provide Grantee with written notice of any damage and Grantee shall have thirty (30) days after receipt of said written notice within which to remedy such damage. Grantor shall have the right to use and enjoy the Easement, subject to the rights herein granted.

5) Grantee shall level and restore any lands affected by Grantee's operations that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction to the condition that existed at the time immediately prior to the placement of Grantee's pipeline, to the extent reasonably practicable. Grantee further agrees that, if at any time, the pipelines settle or cause any settling in the area of the pipeline, it will make all necessary repairs at Grantee's sole cost and expense and pay damages to crops within a reasonable period of time.

6) Grantee shall have the right, from time to time, without obligation for further payment to Grantor, to cut or clear trees, brush, and other obstructions on said Easement that might interfere with the operation or maintenance of Grantee's pipeline and appurtenances thereon. Grantee's right to clear the Easement does not include growing crops except in the case of an emergency. In the event Grantee must clear Grantor's crops due to an emergency, Grantee shall reimburse Grantor for all crops lost or damaged. Grantee agrees to perform such clearing activities on said Easement in a manner so as to minimize the impact to the ground surface, using generally accepted methods and equipment. Grantor and Grantor's heirs, successors and assigns agree not to build any structure on the Easement or materially interfere with Grantee's use of the Easement for its intended purpose on or after the date of this grant. Notwithstanding the foregoing, Grantor shall have the right to cross the Easement with roadways and other utilities provided that such crossing is made at an angle of not less than 60 degrees and not more than 90 degrees. Grantor shall also have the right to install and maintain easements that are both adjacent to, and/or within, the Easement for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however: i) any new underground facilities that travel along the Easement shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline except in the event that law or regulation requires greater separation; and iii) any overhead power lines installed by Grantor shall be at least twenty (20) feet above the ground. Grantor agrees that it will notify each utility company that, except in case of emergency, Grantee must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of their easement areas.

7) Grantee, its successors and assigns, by acceptance of these rights of way and easements, hereby agrees to conduct its operations on the Easement in accordance with all applicable rules and regulations of authorities having jurisdiction, including rules and regulations pertaining to the environment.

8) Grantee agrees to indemnify Grantor against all damages, expenses, costs, and charges, including those related to compliance with rules and regulations pertaining to the environment, and to save and hold Grantor

harmless from any claims by third parties for damages to the extent they are attributable to and directly arise from Grantee, its employees, agents or contractors' use of Grantor's property pursuant to the rights of way and easements granted herein.

9) The Grantor represents and warrants to Grantee that Grantor has full right, power and authority to enter into this Agreement.

10) Grantee has the right to assign this Agreement, but the Grantee must receive the Grantor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. In the event Grantee should assign this Agreement to any other party, all terms of this Agreement shall be binding and applicable to assigned parties.

11) This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes. Signature pages and acknowledgments from each counterpart may be combined into one original document for recording purposes.

12) Grantor acknowledges that this Agreement contains all of the agreements between Grantor and Grantee and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

13) This Agreement cannot be modified, except by an instrument in writing signed by Grantor and the authorized representative of Grantee.

14) Grantee shall record an original of this Pipeline Right-of-Way and Easement Agreement in the records of the County in which the Easement is located.

This Agreement is signed by Grantor and Grantee as of the date of the acknowledgments below, but is effective for all purposes as of the Effective Date stated above.

*[Signature(s) and Acknowledgment(s) on following page(s)]*

**GRANTOR: City of Evans**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, its \_\_\_\_\_ for the City of Evans.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires on: \_\_\_\_\_

**Exhibit "A"**

(to Pipeline Right-of-Way and Easement Agreement dated January 18, 2022)

**Depiction of the Easement**

**(Official survey to be inserted before signing and recording)**

**Exhibit "A"**

**PROPERTY DESCRIPTION**

A strip of land for easement purposes, being Twenty (20) feet in width, lying Ten (10) feet on each side of the following described centerline, being a portion of that parcel of land described as Lot 1, Block 3 of First Replat Evans Industrial Park, recorded August 7, 1992 at Reception No. 2299410 of the Records of Weld County, situate in the Southeast (SE1/4) of Section Thirty (30), Township Five North (T.5N.), Range Sixty-five (R.65W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Evans, County of Weld, State of Colorado, being more particularly described as follows:

**COMMENCING** at the South Quarter corner of said Section 30 as monumented by a 2.5" aluminum pipe with a 3.25" aluminum cap L.S. 22098 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 30 as monumented on the North end by a #6 rebar with a 3.25" aluminum cap L.S. 22098 as bearing North 00°51'45" West being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2679.86 feet with all other bearings contained herein being relative thereto;

The lineal dimensions as contained herein are based upon the U.S. Survey Foot.

THENCE North 36°34'18" East a distance of 426.65 feet to a point on the Westerly line of said Lot 1 and to the **POINT OF BEGINNING**;

THENCE South 76°13'55" East a distance of 138.21 feet to a point on the Southerly line of said Lot 1 and to the **POINT OF TERMINUS** from which the Center Quarter corner of said Section 30 bears North 10°15'22" West a distance of 2408.27 feet;

It is the intent of this description that the sidelines of said strip be prolonged or shortened to terminate at the Westerly line of said Lot 1 on the West end and at the Southerly line of said Lot 1 on the East end.

Said strip of land contains 2,765 sq. ft. or 0.06 acres more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

**SURVEYORS CERTIFICATE**

I, Brian S. Rottinghaus, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



\_\_\_\_\_  
Brian S. Rottinghaus – on behalf of Lat40°, Inc.  
Colorado Licensed Professional  
Land Surveyor #38571

**Lat40°, Inc.**  
**Professional Land Surveyors**  
6250 W. 10<sup>th</sup> Street, Unit 2  
Greeley, CO 80634  
(970) 515-5294



# EXHIBIT B

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

SECTION: 30  
TOWNSHIP: 5N  
RANGE: 65W

CENTER QUARTER CORNER  
S.30, T.5N., R.65W.  
FOUND #6 REBAR WITH  
3.25" ALUM. CAP LS 22098

PARCEL NO: 096130406005

OWNER: EVANS CITY OF  
LOT 1, BLOCK 3  
FIRST REPLAT EVANS INDUSTRIAL PARK  
REC. NO. 2299410

FOUND #4 REBAR WITH  
REMNANTS OF YELLOW  
PLASTIC CAP LS ILLEGIBLE

POINT OF BEGINNING

20' PROPOSED EASEMENT  
2,765 SQ. FT. / 0.06 ACRES

S 76°13'55" E 138.21'

POINT OF TERMINUS

INDUSTRIAL PARKWAY

80' RIGHT-OF-WAY

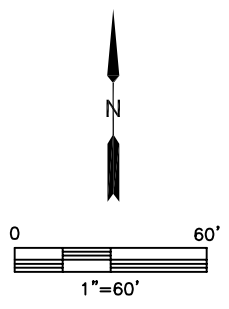
QUITCLAIM DEED  
REC. NO. 2707503

CALCULATED POSITION  
SOUTH QUARTER CORNER  
S.30, T.5N., R.65W.  
PER FIRST REPLAT EVANS  
INDUSTRIAL PARK

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	783.06'	871.69'	51°28'14"	N 34°44'56" E	757.00'

N 23°58'29" W  
(SURVEY TIE)

POINT OF COMMENCEMENT  
SOUTH QUARTER CORNER  
S.30, T.5N., R.65W.  
FOUND 2.5" ALUM. PIPE WITH  
3.25" ALUM. CAP LS 22098



NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.