

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **DCP WATTENBERG PIPELINE, LLC**, a Delaware limited liability company authorized to do business in Colorado (“**Licensee**”).

WITNESSETH

WHEREAS, the parties entered into a written agreement dated September 25, 2020, Jaggaer No. 202054868-00 (the “**Existing Agreement**”), under which the Licensee at Denver International Airport (“**DEN**”); and

WHEREAS, the parties desire to amend the Existing Agreement to add additional property to the Existing Agreement as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The property depicted on the **Exhibit A-1** attached to this Amendment is hereby added to the Exhibit A and the definition of “License Property” in the Existing Agreement, and is incorporated into the Existing Agreement by this reference.
2. Paragraph 2.A of the Existing Agreement, entitled “Fee for License Property,” is amended and restated to read as follows:
 - A. **Fee for License Property.** As a fee for the use of the License Property, Licensee shall pay, in advance and without offset, deduction, or abatement, the amount of Ten Thousand One Hundred Fifty-Seven Dollars and No Cents (\$10,157.00) for the property depicted in the original Exhibit A, and the amount of Ten Thousand One Hundred Fifty-Five Thousand Dollars and No Cents (\$10,155.00) for the property depicted in the Exhibit A-1 attached to the First Amendment to this Agreement. The full fee shall be due and payable to DEN no later than 30 days after the execution of the First Amendment. Licensee understands and agrees that no prorated adjustment of the fee paid will be made even if this License is terminated before its stated Term.
3. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein, and are hereby ratified and reaffirmed. All provisions of the Existing Agreement shall apply to the property depicted in Exhibit A-1 as if that property had been included in the original License Agreement.
4. This First Amendment shall not be or become effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver and a fully executed Agreement has been delivered to Consultant.

[END OF AMENDMENT; SIGNATURE PAGES AND EXHIBIT FOLLOW]

Contract Control Number: PLANE-202056779-01 / 202054868-01
Contractor Name: DCP Wattenberg Pipeline, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

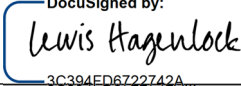
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202056779-01 / 202054868-01
DCP Wattenberg Pipeline, LLC

By:  _____
3C394ED6722742A...

Name: Lewis Hagenlock
(please print)

Title: A-I-F
(please print)

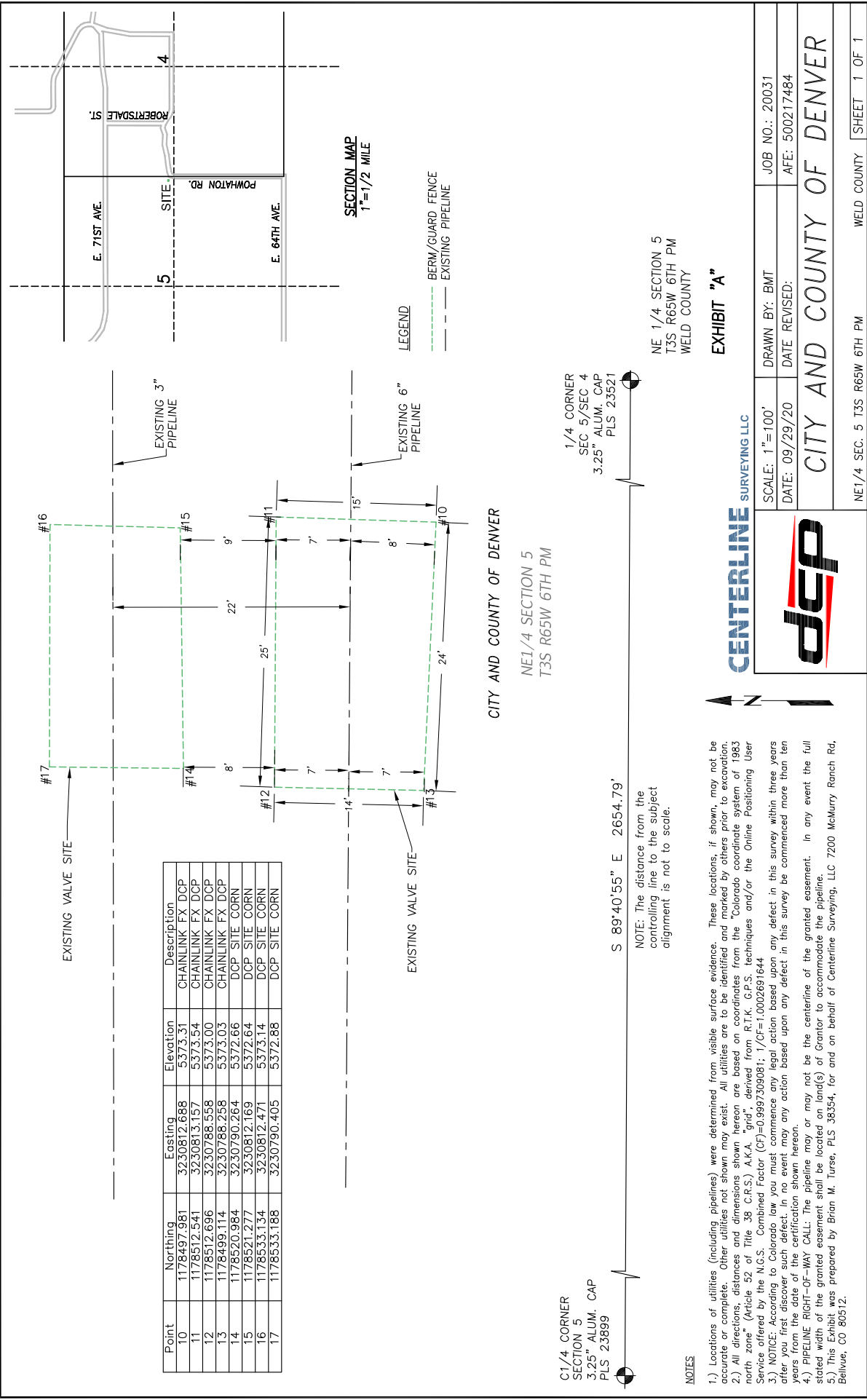
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1



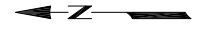
C1/4 CORNER
SECTION 5
3.25" ALUM. CAP
PLS 23899

S 89°40'55" E 2654.79'

NOTE: The distance from the controlling line to the subject alignment is not to scale.

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.
- All directions, distances and dimensions shown herein are based on coordinates from the "Colorado coordinate system of 1983 north zone" (Article 50 of Title 38 C.R.S.). A.K.A. "grid", derived from RTK C.P.S. techniques and/or the Online Positioning User Service offered by the N.G.S. Combined Factor (CF)=0.9997309081; 1/CF=1.0002691644
- 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 said defect, in no event may any action based upon any defect in this survey be commenced more than ten years after the date of completion of this survey.
- PIPELINE RIGHT-OF-WAY CALL: The pipeline may or may not be the centerline of the granted easement. In any event the full stated width of the granted easement shall be located on land(s) of Grantor to accommodate the pipeline.
- This Exhibit was prepared by Brian M. Turse, PLS 36354, for and on behalf of Centerline Surveying, LLC 7200 McMurry Ranch Rd, Bellevue, CO 80512.



CENTERLINE SURVEYING LLC

SCALE: 1"=100'
DATE: 09/29/20
DRAWN BY: BMT
DATE REVISED:

JOB NO.: 20031
AFE: 500217484

CITY AND COUNTY OF DENVER

NE1/4 SEC. 5 T3S R65W 6TH PM WELD COUNTY SHEET 1 OF 1

NE 1/4 SECTION 5
T3S R65W 6TH PM
WELD COUNTY

EXHIBIT "A"

SECTION MAP
1"=1/2 MILE

LEGEND

- BERM/GUARD FENCE
- EXISTING PIPELINE

CITY AND COUNTY OF DENVER
NE1/4 SECTION 5
T3S R65W 6TH PM

1/4 CORNER
SEC 5/SEC 4
3.25" ALUM. CAP
PLS 23521