

AMENDMENT TO EASEMENT FOR RIGHT OF WAY
(Pipeline)

This Amendment to Easement for Right of Way (Pipeline), hereinafter referred to as the "Amendment", made this _____ day of _____, 2010 between the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city ("City"), and ROCKY MOUNTAIN PIPELINE SYSTEM, LLC, a Delaware limited liability company ("Grantee" or "RMPS").

RECITALS

WHEREAS, the United States Department of the Army ("Army") granted Wyco Pipeline Company ("Wyco") an Easement for Right of Way (Pipeline) on the former Rocky Mountain Arsenal property dated May 24, 1966 (No. DA-25-066-ENG-14461) (hereinafter "Easement" a copy of which is attached hereto as Exhibit "D"); and

WHEREAS, the City currently owns a portion of the Property over which the Easement was granted, and the Army assigned its rights, as grantor of the Easement, to the City pursuant to a Partial Assignment of Easements dated December 17, 2007, and recorded on December 26, 2007, under Reception No. 2007195495 of the records of the Clerk and Recorder, City and County of Denver, Colorado ("Partial Assignment"); and

WHEREAS, RMPS is the successor of Wyco, as grantee of the Easement; and

WHEREAS, RMPS currently operates an oil pipeline within the Easement area; and

WHEREAS, a portion of RMPS's oil pipeline is not currently located within the Easement area; and

WHEREAS, the City has requested that RMPS relocate a portion of the pipeline in the Easement area to accommodate new roadway improvements; and

WHEREAS, the City and RMPS desire to amend the legal description for the Easement to provide for the new alignment of the pipeline and to correct the legal description to encompass the existing pipeline.

WITNESSETH:

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of a Portion of Easement Area. The City and Grantee agree that a portion of the Easement area is hereby terminated, relinquished and vacated as described and depicted in Exhibit A attached hereto ("Vacated Easement Area").

10-900

2. New Easement Area. The City hereby grants an easement to Grantee for the use of the area described and depicted on Exhibit B attached hereto ("New Easement Area") upon the same terms and conditions as set forth in the Easement

3. Temporary Construction Easement. At any time that Grantee is in the process of constructing, installing, maintaining or repairing its oil pipeline facilities located within the Easement area, Grantee may also utilize the additional area described and depicted on Exhibit C attached hereto as a temporary construction easement ("TCE Area") for construction related activities upon the following terms and conditions:

a. Notice. Prior to commencing any construction activities in the TCE Area, Grantee shall give the Manager of Public Works of the City, or his designee, a minimum of thirty (30) days advance notice of Grantee's intention to occupy the TCE Area, except in the case of an emergency repair;

b. No Permanent Installation. Grantee shall not place or leave anything of a permanent nature in the TCE Area;

c. Completion of Construction Activities. After completion of Grantee's construction activities, Grantee shall leave the TCE Area in substantially the same condition it was in prior to such activities, and it shall particularly be aware of the slope in such area which is required to maintain the integrity of 56th Avenue and the native grasses to be planted; and

d. Termination of TCE Area. In the event the City conveys the TCE Area to any other party, all rights of Grantee conveyed hereunder to the TCE Area shall terminate at the time of such closing between the City and the other party and such rights shall be relinquished by Grantee. The termination and relinquishment of the TCE Area shall only affect such area and shall not affect Grantee's rights with respect to other portions of the Easement area.

4. Relocation of Pipeline. Grantee's relocation of the pipeline shall be governed as follows:

a. Abandon in Place. Grantee shall have the right, but not the obligation, to abandon in place those portions of the existing pipeline shown on Exhibit B attached hereto and incorporated herein. Such abandonment shall be done in accordance with plans approved by the City and in accordance with all applicable laws. If the existing pipeline is not abandoned in place it shall be removed in accordance with the terms hereof. Grantee shall continue to own the abandoned existing pipeline and shall be responsible for all future abandonment, removal and other future costs associated with the existing pipeline.

b. Removal. Grantee shall remove those portions of the existing pipeline located within Exhibit A. Such removal shall be done in accordance with plans submitted to the City and in accordance with all applicable laws.

c. Relocated Pipeline. Grantee shall install the relocated pipeline within the area of Exhibit B or the existing Easement area. Such relocation shall be done in accordance with plans submitted to the City and in accordance with all applicable laws.

5. Miscellaneous.

a. Binding. This Agreement is expressly subject to, and shall not be or become effective or binding on the City, until approved by the Denver City Council and is fully executed by all the signatories of the City and County of Denver.

b. Authority to Execute. Grantee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Grantee.

c. No Discrimination in Employment. If applicable, in connection with the performance of work under this Agreement, Grantee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

c. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, or via nationally recognized overnight courier, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

Manager of Public Works
201 W. Colfax Avenue, Dept. 608
Denver, Colorado 80202

If to Grantee:

Rocky Mountain Pipeline System, LLC
333 Clay Street, Suite 1600
Houston, Texas, 77002
Attn: Land Department

With copy to: Rocky Mountain Pipeline System, LLC
333 Clay Street, Suite 1600
Houston, Texas, 77002
Attn: Lawrence J. Dreyfuss, Vice President
And General Counsel

e. Colorado Law. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with laws of the State of Colorado.

f. Appropriation by City Council. All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

g. Examination of Records. Grantee agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until three (3) years after the final work under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Grantee, including transactions reasonably related to this Agreement.

5. Easement. Any and all provisions of the Easement not expressly amended or superseded herein shall remain in full force and effect. Such provisions shall also be applicable to the New Easement Area and the TCE Area.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Easement for Right of Way to be executed as of the day first written above.

“CITY”

ATTEST:

CITY AND COUNTY OF DENVER, a Colorado municipal corporation

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, *Ex-Officio Clerk* of the
City and County of Denver

MAYOR

RECOMMENDED AND APPROVED:

Keely B. ...
Manager of Public Works

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE,
City Attorney for City and County of Denver

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. XC07010

By: _____
Auditor

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by John W. Hickenlooper, Mayor of the City and County of Denver.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBITS

Exhibit A – Vacated Easement Area

Exhibit B – New Easement Area

Exhibit C – Temporary Construction Easement

Exhibit D – Existing Easement for Right of Way (Pipeline)

SE 1/4 SECTION 10 AND SW 1/4 SECTION 11,
 TOWNSHIP 3 SOUTH, RANGE 67 WEST 6th P.M.
 ----CITY AND COUNTY OF DENVER ----

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER AND ADAMS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN AS BEARING S89°29'43"W BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 10, BEING A FOUND 3 1/4" ALUMINUM CAP 0.6' BELOW ASPHALT SURFACE IN RANGE BOX, STAMPED "ZBS INC. PLS 11434, 1991" AND THE SOUTH QUARTER CORNER OF SAID SECTION 10, BEING A FOUND 2 1/2" ALUMINUM CAP, ILLEGIBLE 3.3' BELOW GRAVEL SURFACE IN RANGE BOX.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE N51°42'38"E A DISTANCE OF 114.12 FEET TO THE SOUTHERLY LINE OF A 30.00 FOOT WIDE PIPELINE EASEMENT DESCRIBED IN THE DEPARTMENT OF THE ARMY EASEMENT FOR RIGHT-OF-WAY DOCUMENT NO. DA-25-066-ENG-14461, RECORDED MAY 24, 1966 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY LINE OF A 30.00 FOOT WIDE PIPELINE EASEMENT THE FOLLOWING TWO (2) COURSES:

1. S84°32'55"W A DISTANCE OF 501.01 FEET;
2. THENCE S89°42'55"W A DISTANCE OF 323.20 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE ALONG THE FOLLOWING FIVE (5) COURSES:

1. N44°55'06"E A DISTANCE OF 21.36 FEET;
2. THENCE N89°16'17"E A DISTANCE OF 124.99 FEET;
3. THENCE N87°45'57"E A DISTANCE OF 236.10 FEET;
4. THENCE N86°05'24"E A DISTANCE OF 65.18 FEET;
5. THENCE N77°07'38"E A DISTANCE OF 98.17 FEET TO THE NORTHERLY LINE OF SAID 30.00 FOOT WIDE PIPELINE EASEMENT;

THENCE N84°33'24"E ALONG SAID NORTHERLY LINE A DISTANCE OF 98.25 FEET;

THENCE DEPARTING SAID NORTHERLY LINE ALONG THE FOLLOWING THREE (3) COURSES:

1. N88°51'48"E A DISTANCE OF 12.85 FEET;
2. THENCE S82°23'08"E A DISTANCE OF 99.63 FEET;
3. THENCE N89°32'57"E A DISTANCE OF 75.81 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 15,501 SQUARE FEET (0.356 ACRES) MORE OR LESS.

KENNETH G. BOULLETTE, P.L.S. 24673
 DATE: APRIL 21, 2010
 JOB NO. 0301525302
 FOR AND ON BEHALF OF MERRICK & COMPANY

REVISION DESCRIPTION		CITY AND COUNTY OF DENVER	
MERRICK PROJECT NO.	0301525302		
DRAWN	KGO	VACATED EASEMENT AREA	
		SCALE: N/A	SHEET 1 OF 1

2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741

I:\SURVCY\0301525302-56TH-HAVANA\C3D\DWG
 Amendment to pipeline easement.dwg/VP-VACATION CSMT

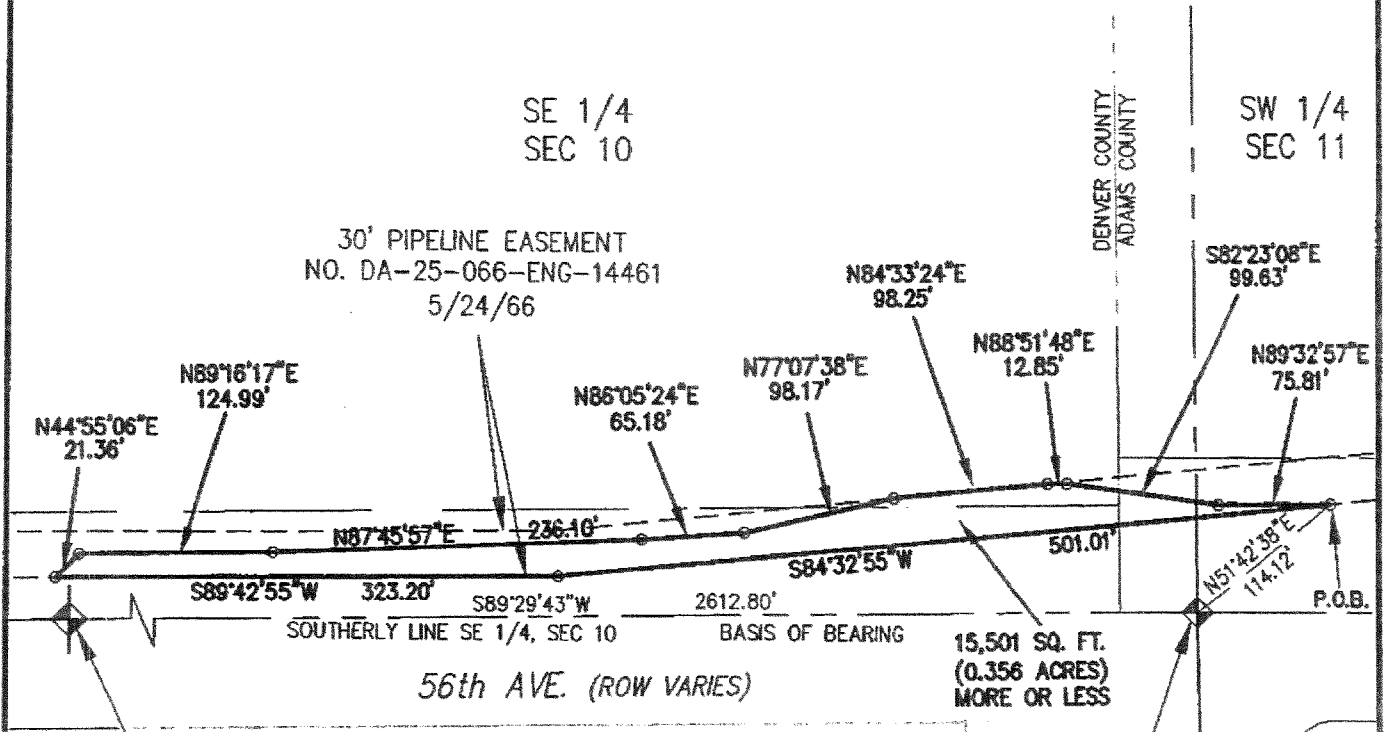
SE 1/4 SECTION 10 AND SW 1/4 SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 67 WEST 6th P.M.
-----CITY AND COUNTY OF DENVER -----

SE 1/4
SEC 10

DENVER COUNTY
ADAMS COUNTY

SW 1/4
SEC 11

30' PIPELINE EASEMENT
NO. DA-25-066-ENG-14461
5/24/66



S 1/4 COR SEC 10
T3S. R67W, 6th P.M.
FND: 2 1/2" ALUM. CAP, ILLEGIBLE
3.3' BELOW GRAVEL SURFACE
IN RANGE BOX,

POINT OF COMMENCEMENT
SE COR SEC 10
T3S. R67W, 6th P.M.
FND: 3 1/4" ALUM. CAP
0.6' BELOW ASPHALT SURFACE
IN RANGE BOX,
STAMPED "ZBS INC.
PLS 11434, 1991"

HAVANA ST.
(210' ROW)

○ INDICATES CHANGE OF COURSE ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.



1 inch = 120 ft.



REVISION DESCRIPTION	
MERRICK PROJECT NO.	03016232
DRAWN	KGO
2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-731-0741	

CITY AND COUNTY OF DENVER

VACATED EASEMENT AREA

DATE: APRIL 21, 2010

SCALE: 1"=120'

SHEET 1 OF 1

L:\SURVEY\0301525302-56TH-HAVANA\C30\DWG
Amendment to pipeline easement.dwg/VP-VACATED ESMT

Exhibit "A"

VACATED EASEMENT.txt

Parcel name: VACATED EASEMENT

North: 1716817.7898	East : 3179008.3402
Line Course: S 84-32-55 W Length: 501.01	
North: 1716770.1933	East : 3178509.5962
Line Course: S 89-42-55 W Length: 323.20	
North: 1716768.5872	East : 3178186.4002
Line Course: N 44-55-06 E Length: 21.36	
North: 1716783.7125	East : 3178201.4825
Line Course: N 89-16-17 E Length: 124.99	
North: 1716785.3019	East : 3178326.4623
Line Course: N 87-45-57 E Length: 236.10	
North: 1716794.5060	East : 3178562.3829
Line Course: N 86-05-24 E Length: 65.18	
North: 1716798.9506	East : 3178627.4112
Line Course: N 77-07-38 E Length: 98.17	
North: 1716820.8216	East : 3178723.1139
Line Course: N 84-33-24 E Length: 98.25	
North: 1716830.1417	East : 3178820.9208
Line Course: N 88-51-48 E Length: 12.85	
North: 1716830.3966	East : 3178833.7683
Line Course: S 82-23-08 E Length: 99.63	
North: 1716817.1950	East : 3178932.5198
Line Course: N 89-32-57 E Length: 75.81	
North: 1716817.7915	East : 3179008.3274

Perimeter: 1656.56 Area: 15,501 sq.ft. 0.356 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0129 Course: N 82-38-17 W
Error North: 0.00165 East : -0.01280
Precision 1: 128,414.73

Exhibit "A"

SE 1/4 SECTION 10 AND SW 1/4 SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 67 WEST 6th P.M.

PROPERTY DESCRIPTION

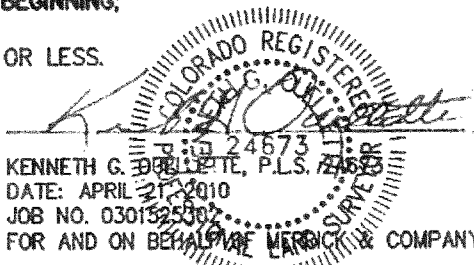
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER AND ADAMS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10;
THENCE N51°42'38"E A DISTANCE OF 114.12 FEET TO THE SOUTHERLY LINE OF A 30.00 FOOT WIDE PIPELINE EASEMENT DESCRIBED IN THE DEPARTMENT OF THE ARMY EASEMENT FOR RIGHT-OF-WAY DOCUMENT NO. DA-25-066-ENG-14461, RECORDED MAY 24, 1966 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

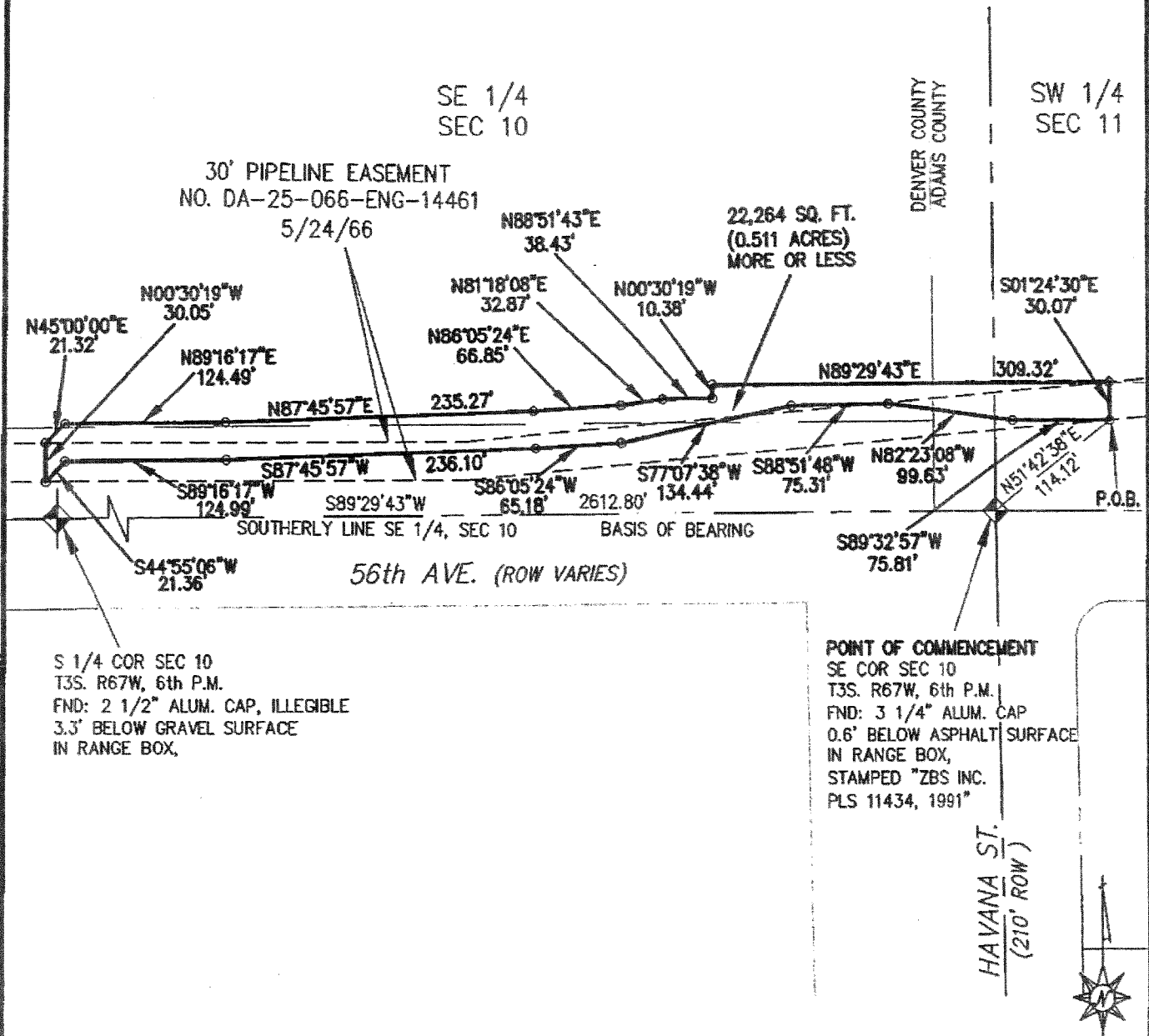
THENCE S89°32'57"W A DISTANCE OF 75.81 FEET;
THENCE N82°23'08"W A DISTANCE OF 99.63 FEET;
THENCE S88°51'48"W A DISTANCE OF 75.31 FEET;
THENCE S77°07'38"W A DISTANCE OF 134.44 FEET;
THENCE S86°05'24"W A DISTANCE OF 65.18 FEET;
THENCE S87°45'57"W A DISTANCE OF 236.10 FEET;
THENCE S89°16'17"W A DISTANCE OF 124.99 FEET;
THENCE S44°55'06"W A DISTANCE OF 21.36 FEET TO SAID SOUTHERLY LINE OF A 30.00 FOOT WIDE PIPELINE EASEMENT;
THENCE N00°30'19"W A DISTANCE OF 30.05 FEET TO THE NORTHERLY LINE OF SAID 30.00 FOOT WIDE PIPELINE EASEMENT;
THENCE N45°00'00"E A DISTANCE OF 21.32 FEET;
THENCE N89°16'17"E A DISTANCE OF 124.49 FEET;
THENCE N87°45'57"E A DISTANCE OF 235.27 FEET;
THENCE N86°05'24"E A DISTANCE OF 66.85 FEET;
THENCE N81°18'08"E A DISTANCE OF 32.87 FEET;
THENCE N88°51'43"E A DISTANCE OF 38.43 FEET;
THENCE N00°30'19"W A DISTANCE OF 10.38 FEET;
THENCE N89°29'43"E A DISTANCE OF 309.32 FEET TO SAID NORTHERLY LINE A 30.00 FOOT WIDE PIPELINE EASEMENT;
THENCE S01°24'30"E A DISTANCE OF 30.07 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 22,264 SQUARE FEET (0.511 ACRES) MORE OR LESS.

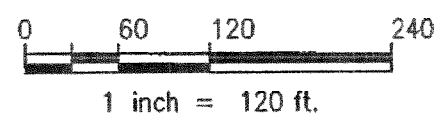

KENNETH G. DELLEPETE, P.L.S. 24873
DATE: APRIL 21, 2010
JOB NO. 0301525302
FOR AND ON BEHALF OF MERRICK & COMPANY

REVISION DESCRIPTION		CITY AND COUNTY OF DENVER	
MERRICK PROJECT NO.	0301525302		
DRAWN	KOO	NEW EASEMENT AREA	
 2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741			
		SCALE: N/A	

SE 1/4 SECTION 10 AND SW 1/4 SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 67 WEST 6th P.M.



○ INDICATES CHANGE OF COURSE ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.



REVISION DESCRIPTION		CITY AND COUNTY OF DENVER	
MERRICK PROJECT NO.	03016232		
DRAWN	KGO	NEW EASEMENT AREA	
		2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0743	SCALE: 1"=120'

E:\SURVEY\0301525302-56TH-HAVANA\C3...WG
Amendment to pipeline easement.dwg/VP-N'W ESMT

Exhibit "B"

NEW EASEMENT.txt

Parcel name: NEW EASEMENT

North: 1716817.7898	East : 3179008.3402
Line Course: S 89-32-57 W	Length: 75.81
North: 1716817.1933	East : 3178932.5326
Line Course: N 82-23-08 W	Length: 99.63
North: 1716830.3949	East : 3178833.7811
Line Course: S 88-51-48 W	Length: 75.31
North: 1716828.9010	East : 3178758.4859
Line Course: S 77-07-38 W	Length: 134.44
North: 1716798.9495	East : 3178627.4248
Line Course: S 86-05-24 W	Length: 65.18
North: 1716794.5049	East : 3178562.3965
Line Course: S 87-45-57 W	Length: 236.10
North: 1716785.3009	East : 3178326.4760
Line Course: S 89-16-17 W	Length: 124.99
North: 1716783.7115	East : 3178201.4961
Line Course: S 44-55-06 W	Length: 21.36
North: 1716768.5861	East : 3178186.4138
Line Course: N 00-30-19 W	Length: 30.05
North: 1716798.6350	East : 3178186.1488
Line Course: N 45-00-00 E	Length: 21.32
North: 1716813.7105	East : 3178201.2243
Line Course: N 89-16-17 E	Length: 124.49
North: 1716815.2935	East : 3178325.7043
Line Course: N 87-45-57 E	Length: 235.27
North: 1716824.4652	East : 3178560.7954
Line Course: N 86-05-24 E	Length: 66.85
North: 1716829.0237	East : 3178627.4898
Line Course: N 81-18-08 E	Length: 32.87
North: 1716833.9944	East : 3178659.9818
Line Course: N 88-51-43 E	Length: 38.43
North: 1716834.7577	East : 3178698.4042
Line Course: N 00-30-19 W	Length: 10.38
North: 1716845.1373	East : 3178698.3127
Line Course: N 89-29-43 E	Length: 309.32
North: 1716847.8620	East : 3179007.6207
Line Course: S 01-24-30 E	Length: 30.07
North: 1716817.8011	East : 3179008.3597

Perimeter: 1731.88 Area: 22,264 sq.ft. 0.511 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0225 Course: N 59-56-12 E

Error North: 0.01129 East : 0.01950

Precision 1: 76,972.00

Exhibit "B"

SE 1/4 SECTION 10, TOWNSHIP 3 SOUTH, RANGE 67 WEST, 6th P.M.

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, BEING MONUMENTED WITH A 3 1/4" ALUMINUM CAP IN A RANGE BOX 0.6 FEET BELOW THE ASPHALT SURFACE STAMPED "ZBS INC., PLS 11434, 1991" WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED WITH AN ILLEGIBLE 2 1/2" ALUMINUM CAP IN A RANGE BOX 3.3' BELOW THE GRAVEL SURFACE, BEARS S89°29'43"W, A DISTANCE OF 2612.80 FEET;

THENCE N27°05'54"W A DISTANCE OF 111.84 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HAVANA STREET, AS DESCRIBED IN ADAMS COUNTY ROAD PETITION NUMBER 507 HAVING A DATE OF FEBRUARY 6, 1907, AND BEING THE **POINT OF BEGINNING**;

THENCE S89°29'43"W ALONG A LINE BEING 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 10 A DISTANCE OF 169.61 FEET;

THENCE S00°30'19"E A DISTANCE OF 10.38 FEET;

THENCE S88°51'43"W A DISTANCE OF 331.16 FEET TO THE EASTERLY LINE OF A PARTIAL ASSIGNMENT OF EASEMENTS RECORDED AT RECEPTION NUMBER 2007195495, IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER;

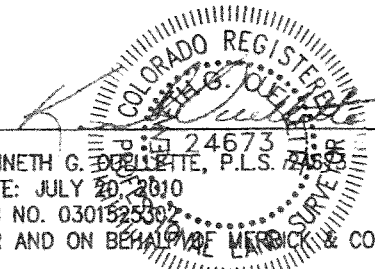
THENCE N01°00'08"W ALONG SAID EASTERLY LINE A DISTANCE OF 14.03 FEET TO THE NORTHEASTERLY CORNER OF SAID PARTIAL ASSIGNMENT OF EASEMENTS;

THENCE CONTINUING N01°00'08"W ALONG THE EASTERLY LINE OF A 100.00 FOOT RAILROAD EASEMENT RECORDED IN BOOK 1561 AT PAGE 134 ON NOVEMBER 25, 1969 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, A DISTANCE OF 10.97 FEET;

THENCE N88°51'43"E A DISTANCE OF 500.99 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF HAVANA STREET.

THENCE S00°32'30"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HAVANA STREET, A DISTANCE OF 16.50 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.251 ACRES (10,921 SQ. FT.), MORE OR LESS.




 KENNETH G. DUBLETTE, P.L.S. #24673

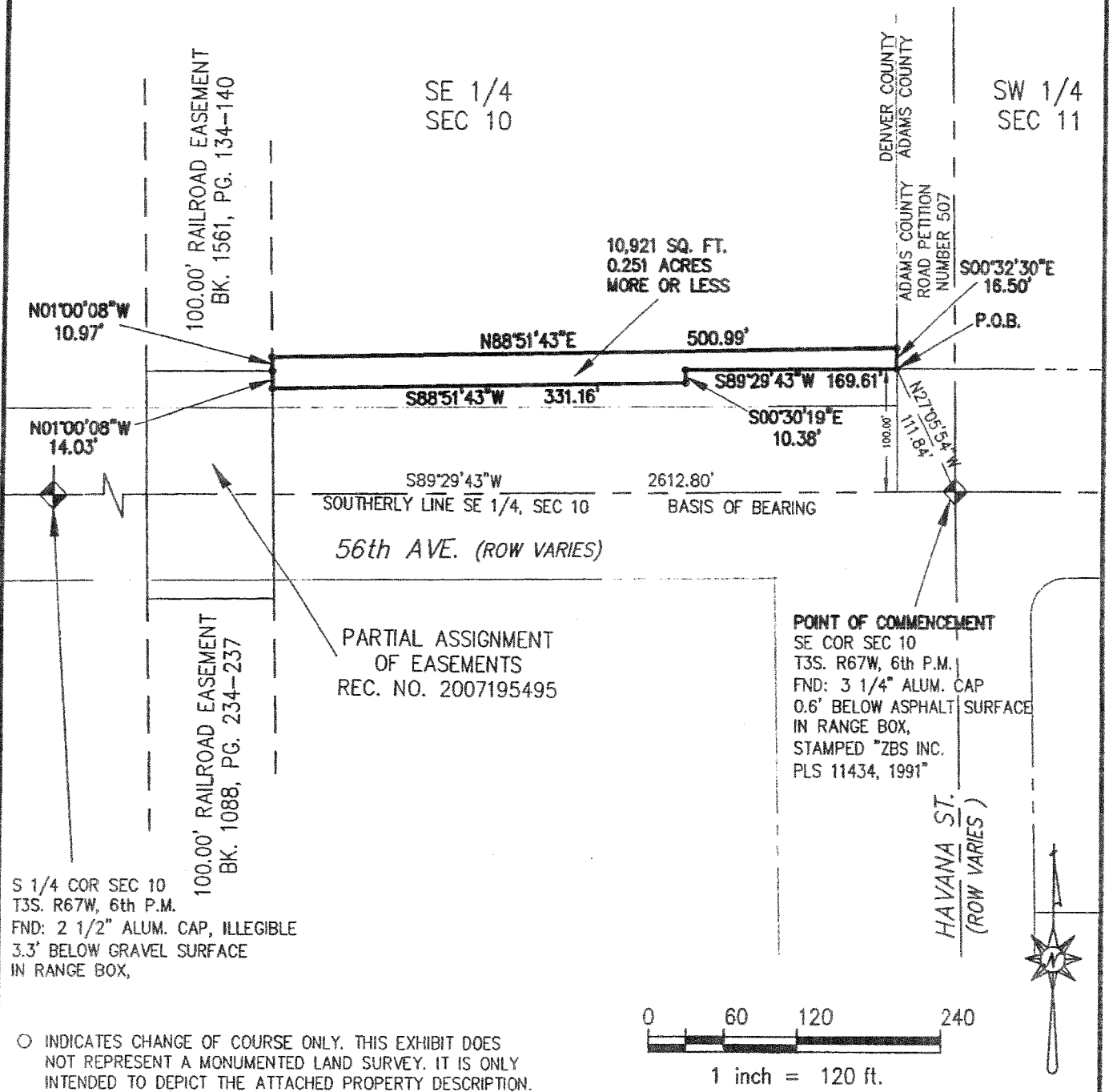
 DATE: JULY 20, 2010

 JOB NO. 0301525302

 FOR AND ON BEHALF OF MERRICK & COMPANY

REVISION DESCRIPTION		CITY AND COUNTY OF DENVER	
MERRICK PROJECT NO.	0301525302	TEMPORARY CONSTRUCTION EASEMENT	
DRAWN	KGO	DATE: JULY 20, 2010	SHEET 1 OF 1
 MERRICK & COMPANY		SCALE: N/A	
2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741			

SE 1/4 SECTION 10, TOWNSHIP 3 SOUTH, RANGE 67 WEST, 6th P.M.



○ INDICATES CHANGE OF COURSE ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

REVISION DESCRIPTION	
MERRICK PROJECT NO.	0301525302
DRAWN	KGO
2450 S. Peoria St., Aurora, Co. 80014 e: 303-751-0741	

CITY AND COUNTY OF DENVER	
TEMPORARY CONSTRUCTION EASEMENT	
DATE: JULY 20, 2010	
SCALE: 1"=120'	SHEET 1 OF 1

I:\SURVEY\0301525302-56TH-HAVANA\C3D\DWG Amendment to pipeline easement.dwg/VP-TCE

Exhibit "C"

TEMPORARY CONST ESMT.txt

Parcel name: TCE

North: 1716846.6252	East : 3178867.8964
Line Course: S 89-29-43 W Length: 169.61	North: 1716845.1311 East : 3178698.2930
Line Course: S 00-30-19 E Length: 10.38	North: 1716834.7515 East : 3178698.3845
Line Course: S 88-51-43 W Length: 331.16	North: 1716828.1742 East : 3178367.2899
Line Course: N 01-00-08 W Length: 14.03	North: 1716842.2021 East : 3178367.0444
Line Course: N 01-00-08 W Length: 10.97	North: 1716853.1704 East : 3178366.8526
Line Course: N 88-51-43 E Length: 500.99	North: 1716863.1208 East : 3178867.7437
Line Course: S 00-32-30 E Length: 16.50	North: 1716846.6215 East : 3178867.8997

Perimeter: 1053.64 Area: 10,921 sq.ft. 0.251 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0050 Course: S 42-01-23 E
Error North: -0.00369 East : 0.00332
Precision 1: 210,728.00

Exhibit "C"

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, ~~or for abandonment~~ for a period of two consecutive years, or for abandonment;

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.


13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

That prior to the execution of this easement Condition No. 11 was altered.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 24th
day of May 1966.


DALE KENT
Chief, Real Estate Division
U. S. Army Engineer District, Omaha

LEGAL DESCRIPTION OF A 30 FOOT WIDE EASEMENT FOR WYCO PIPE LINE COMPANY'S PROPOSED 6" REFINED OIL PRODUCTS PIPELINE ACROSS THE ROCKY MOUNTAIN ARSENAL LOCATED IN SECTIONS 9, 10, 11, AND 12, TOWNSHIP 3 SOUTH, RANGE 67 WEST, AND SECTIONS 7 AND 8 OF TOWNSHIP 3 SOUTH, RANGE 66 WEST, ALL OF THE 6TH P.M. IN ADAMS COUNTY COLORADO.

A 30 foot wide easement being 31,606.3 feet in length and 15 feet on either side of the following described survey line when said survey line is parallel to the fence property line and said easement also being 27 1/2 feet to the North and 2 1/2 feet to the South of the following described survey line when said survey line is parallel to the Colorado Public Service Company transmission towers.

PARALLEL TO FENCE LINE (Easement 15 feet on either side of Survey Line)

Beginning at a point on the west property line of said Arsenal whence the Southwest corner of Section 9, Township 3 South, Range 67 West, 6th P.M. bears South a distance of 40.0 feet;

Thence N 89°57' E, 26.3 feet; thence N 82°39' E, 141.9 feet; thence N 89°46' E, 5791.5 feet; Thence N 48°06' E, 533.4 feet; thence N 47°14' E, 162.9 feet; thence N 69°30' E, 193.0 feet; Thence N 88°56' E, 195.0 feet; thence S 71°54' E, 199.0 feet; thence S 52°29' E, 200.0 feet; Thence S 34°35' E, 100.0 feet; thence S 30°01' E, 198.2 feet; thence S 67°30' E, 276.4 feet; Thence N 89°55' E, 2525.4 feet; thence N 84°45' E, 574.1 feet to a point whence the Southeast corner of Section 10, Township 3 South, Range 67 West, 6th P.M. lies 92.2 feet South and 161.6 feet West.

PARALLEL TO COLORADO PUBLIC SERVICE COMPANY TOWERS (Easement 27 1/2 feet North and 2 1/2 feet South of Survey line)

Thence S 89°35' E, 10,425.9 feet to a point whence the Southeast corner of Section 12, Township 3 South, Range 67 West, 6th P.M. bears S 12°59' E a distance of 158.5 feet;

PARALLEL TO FENCE LINE (Easement 15 feet on either side of survey line)

Thence S 73°26' E, 132.6 feet; N 89°41' E, 876.1 feet; thence S 88°43' E, 1750.8 feet; Thence N 89°51' E, 3439.2 feet; to a point whence the Southeast corner of Section 7, Township 3 South, Range 66 West, 6th P.M. lies 46.2 feet South and 950.1 feet West; Thence S 89°37' E, 3801.3 feet; thence S 33°15' E, 63.3 feet to a point on the South property line of said Arsenal whence the Southeast corner of Section 8, Township 3 South, Range 66 W, 6th P.M. bears East a distance of 520.0 feet.

DAR:ss

April 19, 1966

EXHIBIT *D* ATTACHED TO AND MADE

AS PART OF

Grant W&S No Long 24461