After recording, return to: Division of Real Estate City and County of Denver 201 West Colfax Avenue, Dept. 1010

Denver, Colorado 80202

Project Description: 56th Ave Widening Project

Asset Mgmt No.: 22-143

AMENDMENT TO EASEMENT FOR RIGHT-OF-WAY (Pipeline)

THIS AMENDMENT TO EASEMENT FOR RIGHT-OF-WAY ("Amendment"), made as of ______ (the "Effective Date"), between **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City"), and **MAGELLAN PIPELINE COMPANY**, **L.P.**, a Delaware Limited Partnership, whose address is One Williams Center, Attn: Real Estate Services, MD OTC-8, Tulsa, Oklahoma 74172 ("Grantee" and referred to herein, together with the City, as the "Parties" or each individually as a "Party").

RECITALS

- A. By that certain Easement for Right-of-Way (Pipeline), dated March 18, 2004 (NO. DACA45-2-04-6015) (the "2004 Easement"), the United States Department of the Army ("Army") granted and conveyed to Kaneb Pipe Line Operating Partnership, L.P. ("Kaneb") an easement over certain property owned by the Army as described in the 2004 Easement (the "Kaneb Easement Area").
- B. By that certain Easement for Right-of-Way (Pipeline), dated May 24, 1966 (NO. DA-25-066-ENG-14461) (the "1966 Easement"), the Army granted and conveyed to Wyco Pipe Line Company ("Wyco") an easement over certain property owned by the Army as described in the 1966 Easement (the "Wyco Easement Area"). As used herein, the term "Easement Agreements" shall mean and refer collectively to the 2004 Easement and the 1966 Easement. As used herein, the term "Easement Area" shall mean and refer collectively to the Kaneb Easement Area and the Wyco Easement Area.

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- C. The City is the successor in interest to the Army with regard to fee title ownership of the Easement Area and under the terms and conditions set forth in Easement Agreements.
- D. Grantee is the successor in interest to Kaneb with respect to its interest in, to, and under the 2004 Easement. Grantee is the successor in interest to Wyco with respect to its interest in, to, and under the 1966 Easement
- E. In connection with a roadway project being completed by the City, and pursuant to the terms of the Easement Agreements, Grantee has agreed to relocate certain facilities within a portion of the Easement Area and the City and Grantee now wish to modify the legal description of the Easement Area to reflect the new alignment.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby acknowledged and confirmed by the Parties, and for other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the City and Grantee do hereby promise and agree as follows:

- 1. <u>Relinquished Easement Area</u>. The City and Grantee agree that the portion of the Easement Area described and depicted on <u>Exhibits A-1 and A-2</u> attached hereto (the "Relinquished Area") is hereby released, terminated, relinquished, and vacated as of the Effective Date.
- 2. New Easement Area. The City hereby grants and conveys to Grantee an easement for right-of-way for the purpose of carrying fuel over, across, in, and upon the area described and depicted on Exhibit B attached hereto (the "New Easement Area") for the installation, construction, operation, maintenance, and repair of a six-inch pipeline on and subject to the same terms and conditions set forth in the Easement Agreement as of the Effective Date.
- 3. <u>Temporary Access License</u>. At the time that Grantee is in the process of relocating its oil pipeline facilities from the Relinquished Area, the City hereby grants to Grantee a temporary access license (the "Temporary License") to utilize the Relinquished Area for construction related activities on the following terms and conditions:
 - a. <u>Completion of Construction Activities.</u> After completion of Grantee's construction activities, Grantee shall leave the Relinquished Area in substantially the same

condition it was in prior to such activities, with any facilities to remain that are abandoned in place or that are not part of the relocation, and it shall in particular 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. Notwithstanding the foregoing, any pipes abandoned by Grantee on or within the Relinquished Area shall be filled with concrete and stabilized in a manner consistent with applicable codes and standards and otherwise reasonably acceptable by the City's Executive Director of the Department of Transportation of Infrastructure.

- b. <u>Term and Revocation of Temporary License</u>. The Temporary License shall commence as of the Effective Date and, unless sooner revoked hereunder, expire on December 31, 2024.
- 4. Relocation of Pipeline. All work undertaken by Grantee with regard to the use, construction, repair, and relocation of its facilities on, upon or within the Easement Area, the Relinquished Area, or the New Easement Area shall be done in accordance with plans approved by the Executive Director (or his designee) and in accordance with all applicable laws, codes, rules, regulations, and permits. 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. Any removal of pipelines or other facilities shall be done in accordance with plans submitted to the City and in accordance with all applicable laws, codes, rules, regulations, and permits. 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, codes, rules, regulations, and permits.

5. Miscellaneous.

- a. <u>Binding.</u> This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties, until executed by both Parties (the "Effective Date").
- b. <u>Authority to Execute.</u> Grantee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Grantee.
- c. <u>No Discrimination in Employment.</u> 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.

b. <u>Notices.</u> 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: One Williams Center,

Attn: Real Estate Services

MD OTC-8

Tulsa, Oklahoma 74172

- e. <u>Colorado Law</u>. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with laws of the State of Colorado.
- f. <u>Appropriation by City Council</u>. All obligations of the City with respect to the payment of money 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. <u>Examination of Records.</u> 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.

6. <u>Status of Easement</u>. The Parties acknowledge and agree that, except as specifically amended by this Amendment, all other terms and conditions of the Easement Agreements shall remain unchanged, and further that the provisions of the Easement Agreements, as modified herein, are hereby ratified and shall remain in full force and effect. All terms, provisions, and conditions set forth in the Easement Agreements shall be applicable to the New Easement Area.

IN WITNESS WHEREOF, City and Grantee have executed this Amendment as of the date first set forth above.

CITY AND COUNTY OF DENVER:

SEE ATTACHED SIGNATURE PAGE

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:			

FINAN-202263825-01

MAGELLAN PIPELINE COMPANY, L.P.

Contract Control Number:

Contractor Name:

Contract Control Number: Contractor Name:

FINAN-202263825-01

MAGELLAN PIPELINE COMPANY, L.P.

By: SEE VENDOR SIGNATURE ATTACHED

Name	:
	(please print)
Title:	
	(please print)
ATTF	EST: [if required]
By:	
Бу	
Name	:
	(please print)
Title:	
	(please print)

GRANTEE:

Magellan Pipeline Company, L.P., a Delaware limited partnership, By Magellan Pipeline GP, LLC, its general partner By: By:
STATE OF OKLAHOMA)) SS COUNTY OF TULSA)
Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this
Witness my hand and official seal.
My commission expires:
CRAIG KEIRSEY SEAL Notary Public State of Oklahoma Commission #13008095 Exp: 09/03/25

EXHIBIT A-1

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

LAND DESCRIPTION

A PORTION OF THAT RIGHT-OF-WAY (PIPELINE) DESCRIBED IN OUTGRANT NO. DA-25-066-ENG-14461, FROM THE DEPARTMENT OF THE ARMY, WITNESSED MAY 24, 1966, LOCATED IN THE SOUTH HALF OF SECTION 7 AND THE SOUTH HALF OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LYING FIFTEEN FEET (15') ON BOTH SIDES OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-1/2-INCH ALUMINUM CAP MARKED PLS 24305, 2003, FOUND FOR THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, N 89°34'07" E A DISTANCE OF 2131.15 FEET TO THE POINT OF BEGINNING:

THENCE N 34°10'05" W A DISTANCE OF 63.86 FEET;

THENCE S 89°27'55" W A DISTANCE OF 3801.30 FEET;

THENCE S 89°15'46" W A DISTANCE OF 3439.20 FEET;

THENCE N 89°18'14" W A DISTANCE OF 1750.80 FEET;

THENCE S 89°05'46" W A DISTANCE OF 692.04 FEET; TO THE POINT OF TERMINUS WHENCE A 1-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7, BEARS S 67°00'04" W A DISTANCE OF 252.60 FEET;

THE CENTERLINE OF SAID EASEMENT BEING 9,747.20 FEET OR 590.74 RODS IN LENGTH;

CONTAINING AN AREA OF 6.510 ARES, MORE OR LESS.

THE SIDE LINES BEING EXTENDED OR FORESHORTENED TO FORM A CONTINUOUS BOUNDARY WITHOUT INTRODUCTION OF ADDITIONAL COURSES AND TO MAINTAIN A PERPENDICULAR WIDTH OF 30.00 FEET.

EXCLUDING ANY PORTION FALLING OUTSIDE THAT 100' WIDE STRIP OF LAND DESCRIBED IN RECEPTION NUMBER 2004217225 OF THE CITY AND COUNTY OF DENVER RECORDS.



(CONTINUED ON NEXT PAGE)



CITY AND COUNTY OF DENVER

56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M.
 Project No:
 0210622.00

 Drawn by:
 MJE

 Approved:
 AGW

 Date:
 05/20/22

 Revised:
 06/09/22

EXHIBIT A-1

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

LAND DESCRIPTION

(CONTINUED FROM PREVIOUS PAGE)

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 IS ASSUMED TO BEAR N 89°34'14 E, A DISTANCE OF 2655.70 FEET, BEING MONUMENTED AT THE SOUTH QUARTER CORNER BY A 2-1/2 INCH ALUMINUM CAP MARKED PLS 24305, 2003, AND AT THE SOUTHWEST CORNER BY A 3 INCH ALUMINUM CAP MARKED D.W.D. LS 14883, 1982.

SURVEYOR'S STATEMENT

I, ALAN WARNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, STATE THAT THIS PROPERTY DESCRIPTION AND ACCOMPANYING GRAPHIC DEPICTION WAS PREPARED UNDER MY DIRECT SUPERVISION; IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF; IS IN ACCORDANCE WITH LOCAL STANDARDS OF CARE AND PRACTICE AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED.

ALAN WARNER, PLS 28668 FOR AND ON BEHALF OF FARNSWORTH GROUP, INC. (720) 383-8987

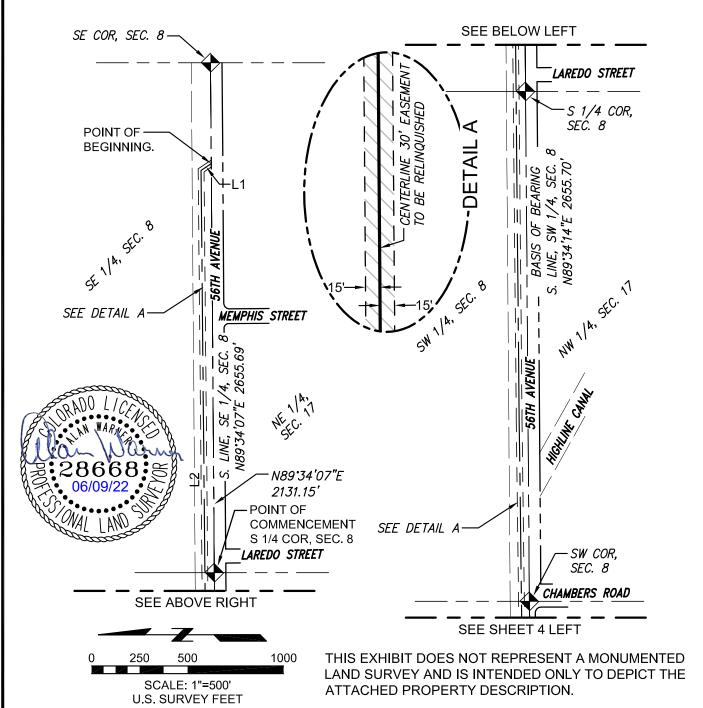


5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, COLORADO 80111 (303) 692-8838 / info@f-w.com CITY AND COUNTY OF DENVER

56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M. Project No: 0210622.00
Drawn by: MJE
Approved: AGW
Date: 05/20/22
Revised: 06/09/22

EXHIBIT A-1

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.





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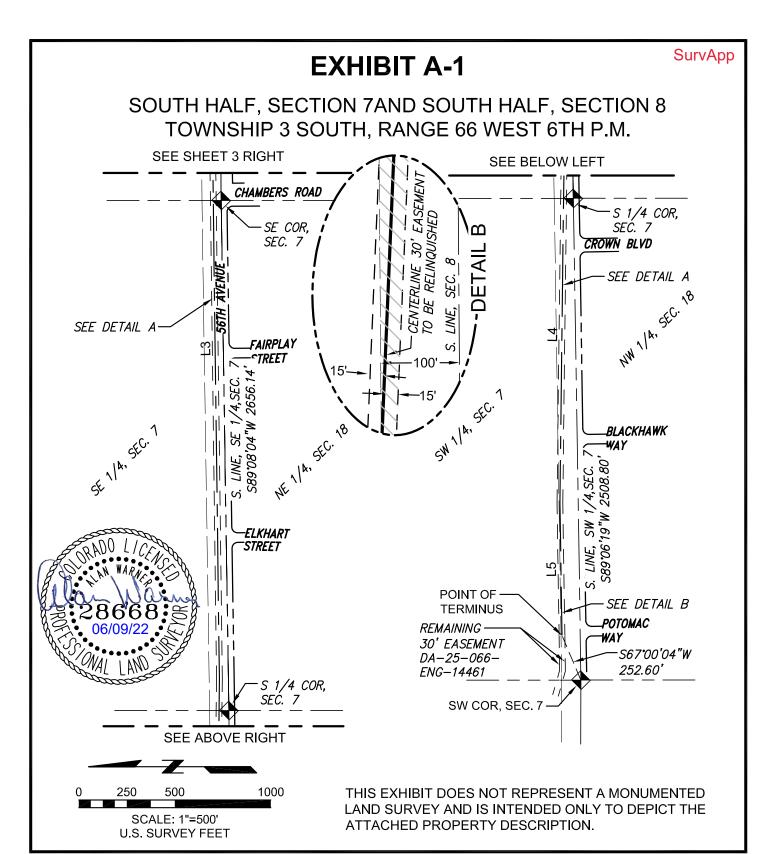
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CITY AND COUNTY OF DENVER

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 06/09/22

EXHIBIT A-1

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

CENTERLINE				
SEGMENT	BEARING	LENGTH		
L1	N34°10'05"W	63.86'		
L2	S89°27'55"W	3801.30'		
L3	S89°15'46"W	3439.20'		
L4	N89°18'14"W	1750.80'		
L5	S89°05'46"W	692.04'		





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CITY AND COUNTY OF DENVER

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 Project No:
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 Approved:
 AGW

 Date:
 05/20/22

 Revised:
 06/09/22

EXHIBIT A-2

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

CENTERLINE			
SEGMENT	BEARING	LENGTH	
L1	N44° 26' 47"W	111.14'	
L2	S89° 34' 13"W	2423.92'	
L3	S89° 34' 24"W	2656.08'	
L4	S89° 08' 15"W	2656.34'	
L5	S89° 06' 19"W	2274.25'	





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56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M. Project No: 0210622.00
Drawn by: MJE
Approved: AGW
Date: 05/20/22
Revised: 06/09/22

EXHIBIT A-2

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

LAND DESCRIPTION

THAT PORTION OF THAT THIRTY FOOT (30') WIDE PIPELINE EASEMENT DESCRIBED IN OUTGRANT NO. DACA45-2-04-6015 FROM THE SECRETARY OF THE ARMY, WITNESSED MARCH 18, 2004; LOCATED IN THE SOUTH HALF OF SECTION 7 AND THE SOUTH HALF OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LYING FIFTEEN FEET (15') ON BOTH SIDES OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-1/2-INCH ALUMINUM CAP MARKED PLS 24305, 2003, FOUND FOR THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE N 88°52'52" E A DISTANCE OF 2500.59 FEET TO A POINT BEING 30.00 FEET NORTH BY PERPENDICULAR MEASUREMENT FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 44°26'47" W A DISTANCE OF 111.14 FEET;

THENCE S 89°34'13" W A DISTANCE OF 2423.92 FEET;

THENCE S 89°34'24" W A DISTANCE OF 2656.08 FEET;

THENCE S 89°08'15" W A DISTANCE OF 2656.34 FEET;

THENCE S 89°06'19" W A DISTANCE OF 2274.25 FEET; TO THE POINT OF TERMINUS WHENCE A 1-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7, BEARS S 63°52'32" W A DISTANCE OF 258.71 FEET;

THE CENTERLINE OF SAID EASEMENT BEING 10,121.73 FEET OR 613.44 RODS IN LENGTH;

CONTAINING AN AREA OF 1.183 ARES, MORE OR LESS.

THE SIDE LINES BEING EXTENDED OR FORESHORTENED TO FORM A CONTINUOUS BOUNDARY WITHOUT INTRODUCTION OF ADDITIONAL COURSES AND TO MAINTAIN A PERPENDICULAR WIDTH OF 30.00 FEET.

EXCLUDING ANY PORTION FALLING OUTSIDE THAT 100' WIDE STRIP OF LAND DESCRIBED IN RECEPTION NUMBER 2004217225 OF THE CITY AND COUNTY OF DENVER RECORDS



(CONTINUED ON NEXT PAGE)



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CITY AND COUNTY OF DENVER

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EXHIBIT A-2

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

LAND DESCRIPTION

(CONTINUED FROM PREVIOUS PAGE)

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 IS ASSUMED TO BEAR N 89°34'14 E, A DISTANCE OF 2655.70 FEET, BEING MONUMENTED AT THE SOUTH QUARTER CORNER BY A 2-1/2 INCH ALUMINUM CAP MARKED PLS 24305, 2003, AND AT THE SOUTHWEST CORNER BY A 3 INCH ALUMINUM CAP MARKED D.W.D. LS 14883, 1982.

SURVEYOR'S STATEMENT

I, ALAN WARNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, STATE THAT THIS PROPERTY DESCRIPTION AND ACCOMPANYING GRAPHIC DEPICTION WAS PREPARED UNDER MY DIRECT SUPERVISION; IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF; IS IN ACCORDANCE WITH LOCAL STANDARDS OF CARE AND PRACTICE AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED.

ALAN WARNER, PLS 28668 FOR AND ON BEHALF OF FARNSWORTH GROUP, INC. (720) 383-8987



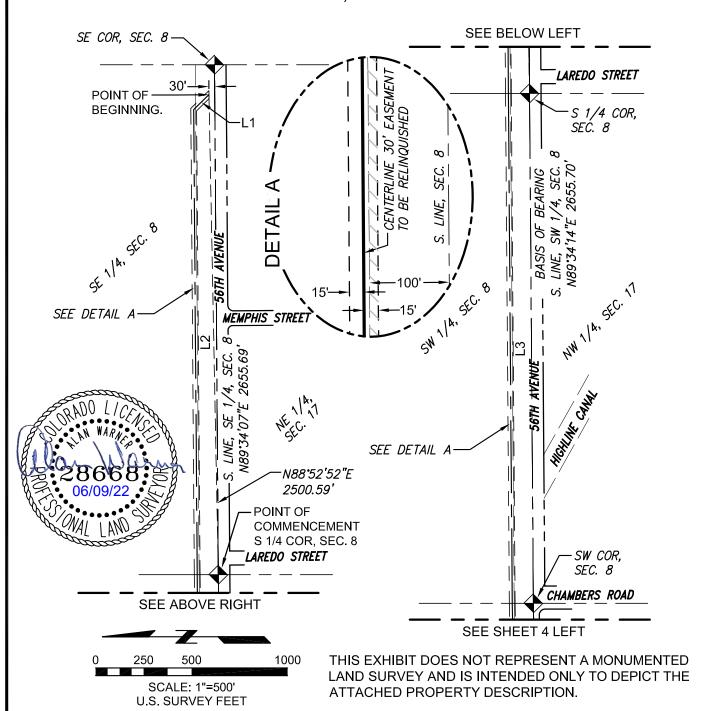
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CITY AND COUNTY OF DENVER

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EXHIBIT A-2

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.





5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, COLORADO 80111 (303) 692-8838 / info@f-w.com CITY AND COUNTY OF DENVER

56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M.
 Project No:
 0210622.00

 Drawn by:
 MJE

 Approved:
 AGW

 Date:
 05/20/22

 Revised:
 06/09/22

SurvApp **EXHIBIT A-2** SOUTH HALF, SECTION 7AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M. SEE SHEET 3 RIGHT SEE BELOW LEFT CHAMBERS ROAD S 1/4 COR, SEĆ. 7 SE COR, SEC. 7 1 CROWN BLVD $|\omega|$ nm 1 la, sec. 18 SEE DETAIL A FAIRPLAY SEE DETAIL A -100 [2] SENIA SEC. BLACKHAWK -ELKHART STREET POINT OF **TERMINUS** POTOMAC REMAINING . WAY 30' EASEMENT S63'52'32"W DACA45-2-258.71" 04-6015 S 1/4 COR, SEĆ. 7 SW COR, SEC. 7 SEE ABOVE RIGHT



250

500

SCALE: 1"=500'

U.S. SURVEY FEET

1000

5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, COLORADO 80111 (303) 692-8838 / info@f-w.com CITY AND COUNTY OF DENVER

ATTACHED PROPERTY DESCRIPTION.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS INTENDED ONLY TO DEPICT THE

56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M. Project No: 0210622.00
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EXHIBIT A-2

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

CENTERLINE			
SEGMENT	BEARING	LENGTH	
L1	N44° 26' 47"W	111.14'	
L2	S89° 34' 13"W	2423.92'	
L3	S89° 34' 24"W	2656.08'	
L4	S89° 08' 15"W	2656.34'	
L5	S89° 06' 19"W	2274.25'	





5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, COLORADO 80111 (303) 692-8838 / info@f-w.com CITY AND COUNTY OF DENVER

56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M. Project No: 0210622.00
Drawn by: MJE
Approved: AGW
Date: 05/20/22
Revised: 06/09/22

EXHIBIT B

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

LAND DESCRIPTION

A THIRTY FOOT (30') WIDE PIPELINE EASEMENT LOCATED IN THE SOUTH HALF OF SECTION 7 AND THE SOUTH HALF OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LYING FIFTEEN FEET (15') ON BOTH SIDES OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-1/2-INCH ALUMINUM CAP MARKED PLS 24305, 2003, FOUND FOR THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, N 89°34'07" E A DISTANCE OF 2128.39 FEET TO THE POINT OF BEGINNING;

THENCE N 32°55'10" W A DISTANCE OF 100.77 FEET TO A POINT BEING 85.00 FEET NORTH BY PERPENDICULAR MEASUREMENT FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE PARALLEL WITH AND 85.00 FEET NORTH BY PERPENDICULAR MEASUREMENT FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, S 89°34'07" W A DISTANCE OF 2074.56 FEET;

THENCE PARALLEL WITH AND 85.00 FEET NORTH BY PERPENDICULAR MEASUREMENT FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, S 89°34'14" W A DISTANCE OF 2655.73 FEET;

THENCE PARALLEL WITH AND 85.00 FEET NORTH BY PERPENDICULAR MEASUREMENT FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, S 89°08'04" W A DISTANCE OF 2656.49 FEET;

THENCE PARALLEL WITH AND 85.00 FEET NORTH BY PERPENDICULAR MEASUREMENT FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, S 89°06'19" W A DISTANCE OF 2274.78 FEET TO THE POINT OF TERMINUS WHENCE A 1-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7 BEARS S 69°08'40" W A DISTANCE OF 248.99 FEET;

THE CENTERLINE OF SAID EASEMENT BEING 9,762.33 FEET OR 591.66 RODS IN LENGTH;

CONTAINING AN AREA OF 6.723 ARES, MORE OR LESS.





(303) 692-8838 / info@f-w.com

CITY AND COUNTY OF DENVER NEW EASEMENT AREA

56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M.

EXHIBIT B

SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.

LAND DESCRIPTION

(CONTINUED FROM PREVIOUS PAGE)

THE SIDE LINES BEING EXTENDED OR FORESHORTENED TO MEET THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, TO FORM A CONTINUOUS BOUNDARY WITHOUT INTRODUCTION OF ADDITIONAL COURSES, AND TO MAINTAIN A PERPENDICULAR WIDTH OF 30.00 FEET.

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 IS ASSUMED TO BEAR N 89°34'14 E, A DISTANCE OF 2655.70 FEET, BEING MONUMENTED AT THE SOUTH QUARTER CORNER BY A 2-1/2 INCH ALUMINUM CAP MARKED PLS 24305, 2003, AND AT THE SOUTHWEST CORNER BY A 3 INCH ALUMINUM CAP MARKED D.W.D. LS 14883, 1982.

SURVEYOR'S STATEMENT

I, ALAN WARNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, STATE THAT THIS PROPERTY DESCRIPTION AND ACCOMPANYING GRAPHIC DEPICTION WAS PREPARED UNDER MY DIRECT SUPERVISION; IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF; IS IN ACCORDANCE WITH LOCAL STANDARDS OF CARE AND PRACTICE AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED.

ALAN WARNER, PLS 28668 FOR AND ON BEHALF OF FARNSWORTH GROUP, INC. (720) 383-8987

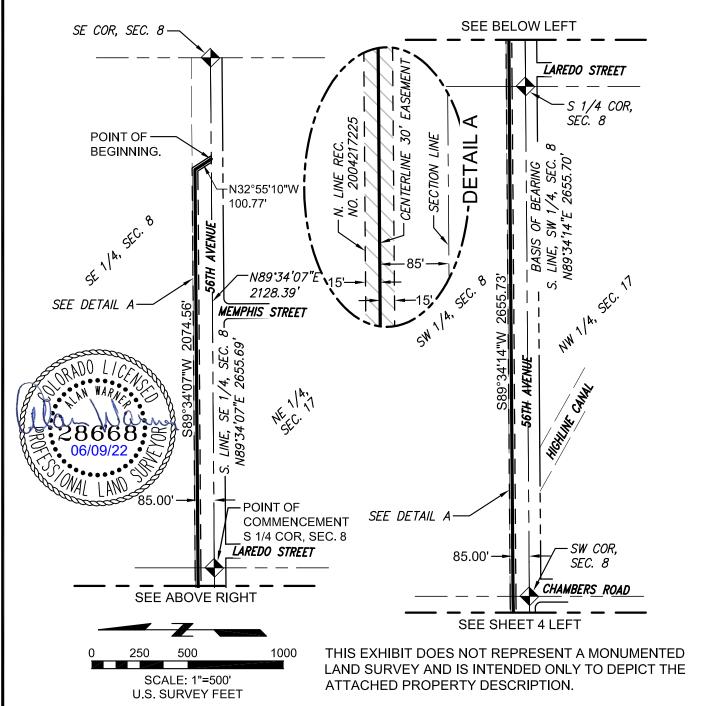


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56TH AVENUE S 1/2, SEC 7 & S 1/2, SEC. 8 T. 3 S., R. 66 W., 6TH P.M. Project No: 0210622.00
Drawn by: MJE
Approved: AGW
Date: 04/29/22
Revised: 06/09/22

EXHIBIT B

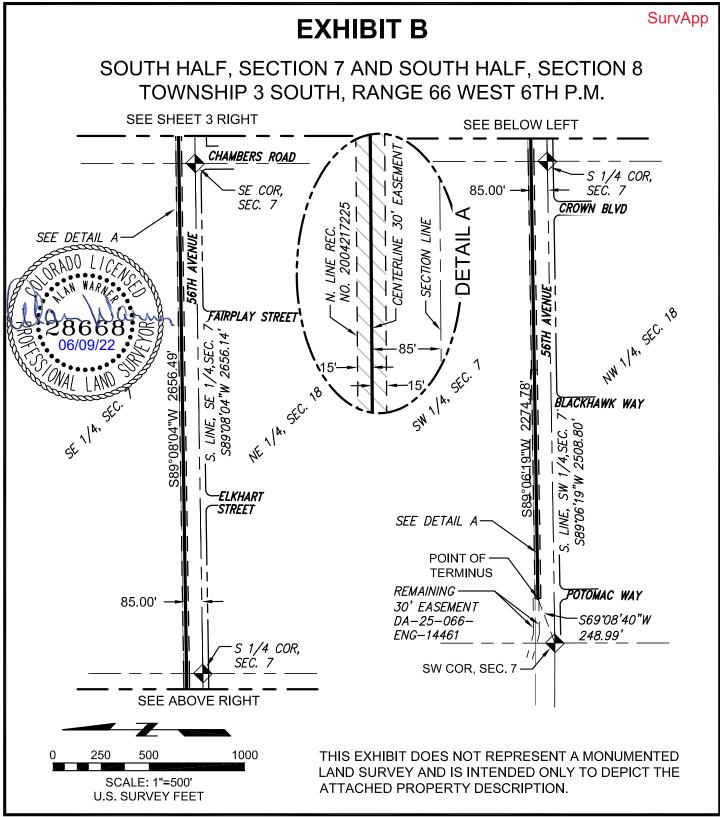
SOUTH HALF, SECTION 7 AND SOUTH HALF, SECTION 8 TOWNSHIP 3 SOUTH, RANGE 66 WEST 6TH P.M.





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