LICENSE (Magellan Pipeline – Stapleton 56th/Section 10)

This **LICENSE** ("License") is made and given, as of the date set forth on the City's signature page below ("Effective Date"), by the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the "City") to **MAGELLAN PIPELINE COMPANY**, **L.P.**, a Delaware limited partnership, whose address is One Williams Center, MD OTC-8, Tulsa, OK 74172 ("Licensee").

RECITALS

- A. Licensee is the owner of a refined petroleum products 6-inch pipeline and its appurtenances ("Pipeline") currently located in Stapleton, Section 10, north of 56th Ave. as generally depicted on the Site Map attached hereto as <u>Exhibit A</u> and incorporated herein ("Site Map").
- B. The Pipeline is to be relocated into property owned by the City to be used as public open space, 56th Ave. dedicated right-of-way and property owned by others as depicted on the Site Map.
- C. The general nature and scope of the Pipeline and the manner of its relocation are more particularly described in the plans and specifications referred to on <u>Exhibit B</u> attached hereto and incorporated herein ("Plans").
- D. With regard to the portion of the Pipeline located or to be relocated and installed in 56th Ave., Licensee shall obtain all necessary permits, permissions and approvals required for work and location of the Pipeline in dedicated right-of-way, including but not limited to the requirements under the Rules and Regulation titled "Encroachments in the Public Right of Way" dated December 15, 2014, administered by the City's Department of Public Works ("Tier III Rules").
- E. With regard to the portion of the Pipeline to be relocated and installed beneath portions of City-owned land, including land that will be future public open space, Licensee desires to obtain this License in addition to obtaining all other necessary permits, permissions and approvals required for work within, and operation of the Pipeline, on City-owned land. This License shall cover a 30-foot wide area of City-owned land more particularly described on Exhibit C attached hereto and incorporated herein ("License Area").
- F. The City desires to grant to Licensee this License in accordance with the terms and conditions set forth herein.
- NOW, THEREFORE, for \$41,050.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City:
- 1. **GRANT.** As of the Effective Date, the City hereby grants to Licensee a non-exclusive license to use and occupy the License Area for the following purposes ("Work"):

- A. <u>Initial Installation Rights</u>: for the initial installation of the Pipeline within the License Area in accordance with the Plans, which Plans shall include the abandonment of portions of the existing Pipeline ("Initial Installation"); and
- B. <u>Long Term Rights</u>: for the use, repair, replacement, operation, and maintenance of the Pipeline in the License Area ("Operations"), which long term rights shall continue until revoked or terminated as provided in this License.

Licensee acknowledges and agrees that the exercise of the foregoing rights ("Licensee's Rights") shall be in accordance with, and subject to, the terms and conditions set forth in this License and all other necessary permits, permissions and approvals. Except in the event of an emergency but with notice to the Managers (defined below), the License does not authorize Licensee to enter upon, or make any use of, any City property other than the License Area and dedicated rights-of-way (but only in accordance with City right-of-way procedures and requirements).

- 2. **CITY RETAINED RIGHTS**. The City retains the right to use, occupy, enjoy, grant other interests and in all other ways govern and control the License Area and any adjacent City-owned land and right-of-way so long as such City activity does not impair Licensee's Rights as granted herein. Notwithstanding the foregoing, the City, acting through its Managers of Public Works and Parks and Recreation ("Managers") retains the right, at the Managers' sole discretion and at no cost to the City, to: (a) require the Pipeline to be removed from the License Area, but only in a manner reasonably approved by the Managers, taking into account Licensee's then-current standards and practices with respect to pipeline safety, maintenance, use, and construction; (b) reasonably require the Pipeline to be modified, reconfigured, changed, or relocated within the License Area, but only in a manner reasonably approved by the Managers, taking into account Licensee's then-current standards and practices with respect to pipeline safety, maintenance, use, construction, and similar; (c) control, monitor and establish reasonable procedures applicable to Licensee's use of the License Area; (d) impose and require reasonable additional terms or conditions, including charging to Licensee reasonable costs or expenses incurred by the City, should Licensee fail to comply with this License; and (e) revoke or terminate the License as set forth in this License.
- 3. **COSTS**. Licensee shall be responsible for all costs and expenses associated with the installation, use, maintenance, operation, removal, replacement, modification, reconfiguration, change, or relocation of the Pipeline and the performance of its rights and obligations under this License. The City shall not be responsible for any direct or indirect costs or expenses associated with the Pipeline or this License; however, City shall be responsible for its own internal costs, such as wages and overhead, incurred by City in association with the Pipeline or this License.

4. LICENSE TERMS AND CONDITIONS.

- A. Obtaining Approvals and Compliance with Permits and Laws: Licensee shall provide or obtain and maintain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity, any impacted utilities, and any other entities with rights in the License Area prior to commencing the activities on the License Area. Any required manifest, approval, license or permit shall be issued in Licensee's name. Licensee hereby acknowledges and agrees that it is bound by and shall comply with all applicable Federal and State laws and laws, rules, regulations and policies of the City, and the terms and conditions set forth in all necessary Plans, specifications, permits, permissions and approvals.
- B. <u>No Property Interest</u>: Nothing in this License creates or recognizes a property interest on the part of Licensee in or to the License Area or other City owned land.
- C. Revocation and Termination: The City, acting through its Managers, shall have the right, at the Managers' sole discretion, to revoke or terminate the Licensee's Rights and this License at any time for any reason. The Managers shall give Licensee a Notice of Revocation and Termination ("Notice"). If the reason for the Notice is for a curable violation of this License, upon receipt of such Notice, Licensee shall have 30 days, or such longer time as approved by the Managers, to cure the violation. If the reason for the Notice is not curable, Licensee shall have 180 days, or such longer time as approved by the Managers, to remove the Pipeline and all its appurtenances from the License Area and restore the License Area as required herein.
- D. <u>City Rep</u>: The Managers or their designees ("City Rep") shall be Licensee's contact for coordination of the Work of Licensee under this License and notifications under this License. Licensee shall take all reasonable measures to keep the City Rep informed of the progress of any Work and any emergencies arising under this License, and to comply with the directions and requirements of the City Rep, including any order to suspend work or to cease and desist in any unauthorized activities.

E. Prior to Work:

- (a) Licensee shall submit plans to the City and all other required entities of any proposed Work. The City, including the Departments of Public Works and Parks and Recreation, and any other entities with approval requirements, shall review and approve such plans. The City agrees that it, and that departments under its control, shall not unreasonably withhold or delay any such review and approval.
- (b) Except in the case of an emergency, at least 10 days prior to entering onto the License Area and performing any Work, Licensee shall provide written notice to the City Rep with evidence that all necessary permits,

permissions and approvals have been obtained and the dates for the start and completion of any Work. All Work shall be performed in accordance with all permits, permissions and approvals and to the reasonable satisfaction of the City Rep.

- F. <u>Licensee and its Contractors</u>: All contractors, subcontractors, consultants, suppliers, laborers and agents retained to perform some portion of the Work or to undertake any activities on or about the License Area shall be regarded as being the "Licensee" under this License, shall be subject to the terms and conditions of this License, and except in the case of an emergency shall be identified (by name, address, telephone number, and email address) in a prior written notice to the City Rep. However, Licensee shall remain responsible under this License. The City's Managers may require certain contractors be used for portions of the Work impacting the surface of the License Area. At no time shall Licensee, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.
- G. Restoration of License Area and Other City-Owned Land: Licensee shall not damage, destroy or harm any improvements on or about the License Area or other City-owned land and shall promptly repair, replace or restore the land and any improvements damaged by Licensee as the result or in relation to the Work performed, to a condition similar to that which existed prior to the commencement of the Work, to the reasonable satisfaction of the City Rep. Restoration is also required for any damage done by the abandonment of portions of the existing Pipeline.
- H. <u>Utilities</u>: Licensee shall obtain all approvals required by any impacted utilities or utilities with rights in the License Area. Licensee shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Work on or about the License Area and other City-owned land. Licensee shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to, or injury from, such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City Rep will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities on the License Area and other City-owned land. The City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Licensee.
- I. <u>Licensee's Personal Property</u>: Licensee shall take reasonable measures to secure its Personal Property (defined below) located on the License Area from public access or tampering and for the protection of public health and environment during the Work. The City assumes no liability for public misconduct, theft or vandalism. Upon the completion of any Work, Licensee shall promptly remove from the License Area all equipment, vehicles, temporary structures, road base,

excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris and waste brought on site or generated by Licensee on site ("Personal Property") and shall do so in compliance with federal, state and local regulatory requirements, standards, and guidelines. Alternatively, if Licensee fails to remove the Personal Property as provided herein, the City may perform such removal and Licensee shall promptly reimburse the City for all reasonable costs incurred by the City.

J. Environmental Considerations:

- (a) With respect to Licensee's use of the License Area under this License, Licensee accepts the License Area in an "as is" condition, with all existing physical and environmental conditions. Licensee shall be solely liable for all costs and expenses associated with any Hazardous Materials, as defined below, that Licensee brings onto the License Area or other City-owned land or that are exposed or otherwise requiring remedial action as a consequence of the Work. Licensee shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the Work (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C.§ 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute. The obligations set out in this paragraph shall survive the termination or revocation of this License.
- (b) Licensee shall (i) assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated by Licensee in the course of the Work or related activities; (ii) use commercially reasonable efforts to minimize the volume of Hazardous Materials associated with the Work or related activities on or about the License Area or other City owned land, and shall properly and lawfully handle, containerize, manage and lawfully dispose of all such Hazardous Materials and other waste; (iii) will not take any action with respect to such Hazardous Materials that may cause any alteration in the chemical, physical or biologic nature or characteristics of the Hazardous Materials while the Hazardous Materials are on or about the License Area or other City owned land; and (iv) remove all Hazardous Materials and other waste associated with the Work or related activities from the License Area and from any other City owned land impacted by such Hazardous Materials or the Work. City

shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste associated with the Work.

(c) Soil excavated during the Work which contains Hazardous Materials must be removed from the License Area and other City owned land and legally disposed of in accordance with this License. Excavated soil which does not contain Hazardous Materials or other waste may be reused as backfill or regrading on the License Area or other City owned land provided there are no field indications of contamination such as odors, staining, or organic vapor meter readings above background. Otherwise, any soil brought on the License Area or other City owned land by Licensee fill or grading purposes must be free of Hazardous Materials and other waste. Determinations as to the existence of Hazardous Materials and other waste, and required removal or remediation shall be made by the City Rep in consultation with the City's Department of Environmental Health.

K. Insurance:

- General Conditions: Licensee shall secure, on or before the Effective Date, the following insurance covering all Work and related activities under this License. Licensee shall keep the required insurance coverage in force at all times during the term of the License, or any extension thereof, and for three (3) years after termination of the License. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and with an A.M. Best financial rating of at least A-VIII or equivalent. Licensee shall provide written notification by certified mail, return receipt requested prior to canceling or non-renewal before the expiration date thereof to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or nonrenewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. Licensee shall be responsible for the payment of any deductible or self-insured retention. Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.
- (b) Proof of Insurance: Licensee shall provide a copy of this License to its insurance agent or broker. Except as authorized by a permit previously issued to Licensee, Licensee may not commence work under this License prior to placement of coverage. In the event of a claim or lawsuit, the City may require proof of insurance, including but not limited to certificates, policies and endorsements.
- (c) Additional Insureds: For Commercial General Liability, Business Auto Liability, and Sudden and Accidental Pollution Liability, Licensee's insurer(s), and Licensee's subcontractors' insurer(s), if any shall include the City

and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation: For all coverages, Licensee's insurer shall waive subrogation rights against the City.

Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities performing Work under this License) shall be insured as required by Licensee. Licensee shall provide proof of insurance for all subcontractors and subconsultants upon request by the City.

- (e) Workers' Compensation/Employer's Liability Insurance: Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (f) Commercial General Liability: Licensee shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (g) Business Automobile Liability: Licensee shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the work under this License. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Sudden and Accidental Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
- (h) Sudden and Accidental Pollution Liability: If the transportation of hazardous material or regulated substances is not covered under this License, Licensee shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for bodily injury, property damage, defense costs, cleanup costs, and completed operations.

(i) Additional Provisions:

(1) For Commercial General Liability and Sudden and Accidental Pollution Liability, the policies must provide the following: (a) that this License is an Insured Contract under the policy; (b) a severability of interests or separation of insureds provision (no insured v. insured

- exclusion); and (c) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services required under this License were provided to the City, whichever is earlier.
- (3) Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Licensee's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Licensee shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

L. Defense and Indemnification:

- (a) Licensee shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits, demands for damages to persons or property, or judgments arising out of, resulting from or relating to the exercise of this License, any Work performed or activities undertaken, or financial liability incurred by Licensee in relation to this License, and the Licensee's occupancy or use of any portion of the License Area or other City-owned land ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City for any acts or omissions of the Licensee, either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.
- (b) Licensee's duty to defend and indemnify City shall arise (i) at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim; and (ii) even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- (c) Licensee will assume control over and shall pay costs associated with the defense of any Claim and will defend any and all Claims which may be brought or threatened against City. City agrees to fully tender any defense to Licensee and will not unnecessarily incur any expenses on its own behalf except as are reasonably necessary to preserve defenses to a claim, and City agrees to tender its defense to Licensee. If City wishes to independently participate in any proceedings associated with a Claim, it may employ separate counsel to represent it at its sole cost and expense. Such payments on behalf of the City shall be in

addition to any other legal remedies available to the City as provided for in Paragraph 12 hereof and shall not be considered the City's exclusive remedy.

- (d) Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of Licensee under the terms of this indemnification obligation. Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the termination or revocation of this License.
- (f) Licensee shall be solely responsible for all compensation or restitution for injuries to persons or damage to or loss of property belonging to persons arising from, or related to, any of the Work or other actions undertaken on behalf of Licensee. The term "persons" shall include, without limitation, City officials, employees, volunteers, consultants, contractors, and agents.
- 5. **SPECIAL CONDITIONS OF ACCESS & USE**. In addition to all other general terms and conditions set forth in this License, the following terms and conditions are established:
 - A. In the event that the Work shall require that portions of any bike or pedestrian trail (a "Trail") be closed for more than twenty-four (24) continuous hours, Licensee shall prepare a detour plan which must be approved by the City Rep prior to Licensee implementing the detour plan ("Traffic Control"). All Traffic Control measures, including barricades, signs, and flagging, are subject to changes required by the City Rep if the City Rep reasonably finds any of them to be inadequate.
 - B. If any Work impacts Parks and Recreation facilities, in addition to other permits, permissions and approvals, Licensee shall obtain a Temporary Construction Access Permit from the City's Department of Parks and Recreation ("TCAP"). No TCAP shall be required for Initial Installation Work.
 - C. Any trees located within or on the edge of the License Area must be appropriately and sufficiently protected by Licensee from the Work to be performed. Protection, which may include fencing or barriers around the trees, must be approved by the City Rep and installed prior to the start of the Work. To the extent reasonably practicable, Licensee shall replace any protected trees that it damages with a tree in similar size and health and with similar characteristics or shall pay to the City the cost of replacing a similar tree in another location.
 - D. The City shall provide Licensee with plans for City, or others if known by the City, work in the License Area for review and comment at least 30 days in advance of the commencement of any such work. The City will use good faith efforts to accommodate Licensee's comments, taking into account Licensee's

then-current standards and practices with respect to pipeline safety, maintenance, use, and construction.

- 6. **COMPLIANCE WITH LAWS**. Licensee and all persons performing work by, through or under Licensee shall, while it is performing Work under this License, observe and comply with any applicable provisions of the Charter, ordinances, and rules and regulations of the City, and all Colorado and federal laws which in any manner limit, control or apply to the Work performed by or on behalf of Licensee.
- 7. GOVERNMENTAL APPROVALS AND CHARGES. Licensee shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for the work to be performed under this License. Licensee shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the work and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to the Work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the Work. Licensee hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from Licensee's failure to comply with this License. This indemnification obligation shall survive the expiration or revocation of the License.
- 8. **LIENS & OTHER ENCUMBRANCES**. Licensee shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon the License Area or other Cityowned land due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Licensee, either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the work. Licensee shall promptly pay when due all bills, debts and obligations incurred in connection with the work performed under this License and shall not permit the same to become delinquent. Licensee shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to the License Area or other City-owned

land. Licensee hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Licensee's failure to comply with this License. This indemnification obligation shall survive the termination or revocation of the License.

9. **NOTICES**. All notices required to be given to the City or Licensee hereunder shall be in writing and delivered by personal delivery, commercial overnight courier, or certified mail, return receipt requested, to:

City: Executive Director/Manager

Department of Parks and Recreation 201 West Colfax Ave., Dept. 601

Denver, Colorado 80202

Executive Director/Manager Department of Public Works 201 West Colfax Ave., Dept. 608 Denver, Colorado 80202

Denver City Attorney's Office Municipal Operations Section 201 W. Colfax Ave., Dept. 1207 Denver, Colorado 80202

Licensee: Magellan Pipeline Company, L.P.

Attn: Patrick Dunakey, Real Estate Services

One Williams Center, MD OTC-8

Tulsa, OK 74172

with a copy to:

Doug May, General Counsel Magellan Midstream Partners, L.P. One Williams Center, MD-28 Tulsa, Oklahoma 74172

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Licensee or the City. Daily communications and coordination between the City Rep and the representative of Licensee and its contractor may be telephone or email, if so allowed under this License and as agreed by these representatives.

- 10. **GOVERNMENTAL IMMUNITY**. Nothing in any other provision of this License shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.
- 11. **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of the Work under this License, Licensee agrees not to unreasonably 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, gender variance, marital status, or physical or mental disability; and Licensee further agrees to insert the foregoing provision in all approved contracts and subcontracts hereunder.
- 12. **REMEDIES AND VENUE**. In addition to revocation or termination of this License and the self-help provisions of this License, the City shall be entitled to all remedies in law or equity against Licensee, except as otherwise limited by this License. Licensee's exclusive remedy against the City shall be for specific performance and Licensee hereby

- waives all other remedies in law or equity including damages. Venue for any action under this License shall be in the District Court for the City and County of Denver.
- 13. **APPROPRIATION**: All obligations of the City hereunder are subject to the prior appropriation of funds for such purposes by the Denver City Council and encumbrance thereof.
- 14. **AMENDMENT**. Except as otherwise expressly provided in this License, this License may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this License.
- 15. **NO ASSIGNMENT**. Without the prior written consent of the Managers, Licensee shall not assign its rights or delegate its duties hereunder, with the exception of (a) contracting and subcontracting as provided in this License, and (b) assignment by Licensee to one or more of its affiliates ("Permitted Assignment"). Licensee shall give the Managers 30 days' prior written notice of any Permitted Assignment. Any non-approved assignment shall be void and of no effect and shall not relieve Licensee of all obligations hereunder.
- 16. **SEVERABILITY**. If any term or provision of this License is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the License did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this License, the Parties shall work together, in good faith, to come up with an amendment to this License that substantially satisfies the previously intended consideration while being in compliance with applicable law and the judgment of the court.
- 17. **AUTHORITY TO EXECUTE**. The person signing for Licensee warrants that he or she has the complete authority to sign on behalf of and bind Licensee.
- 18. **RECORDING**. This License may be recorded in the Denver County real property records.
- 19. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**. Licensee consents to the use of electronic signatures by the City. This License, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this License solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this License in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

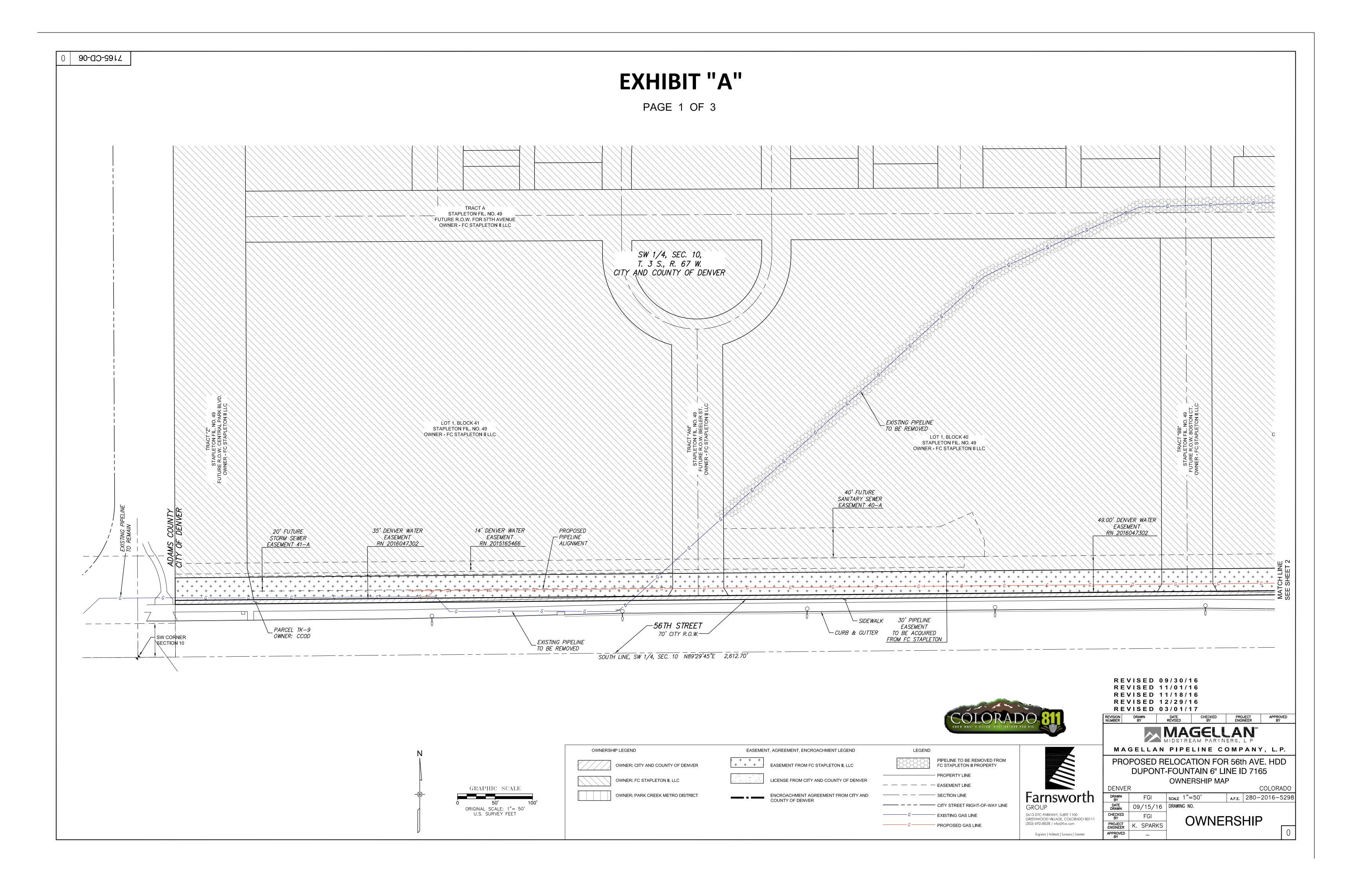
Contract Control Number:	
IN WITNESS WHEREOF, the partie Denver, Colorado as of	es have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By

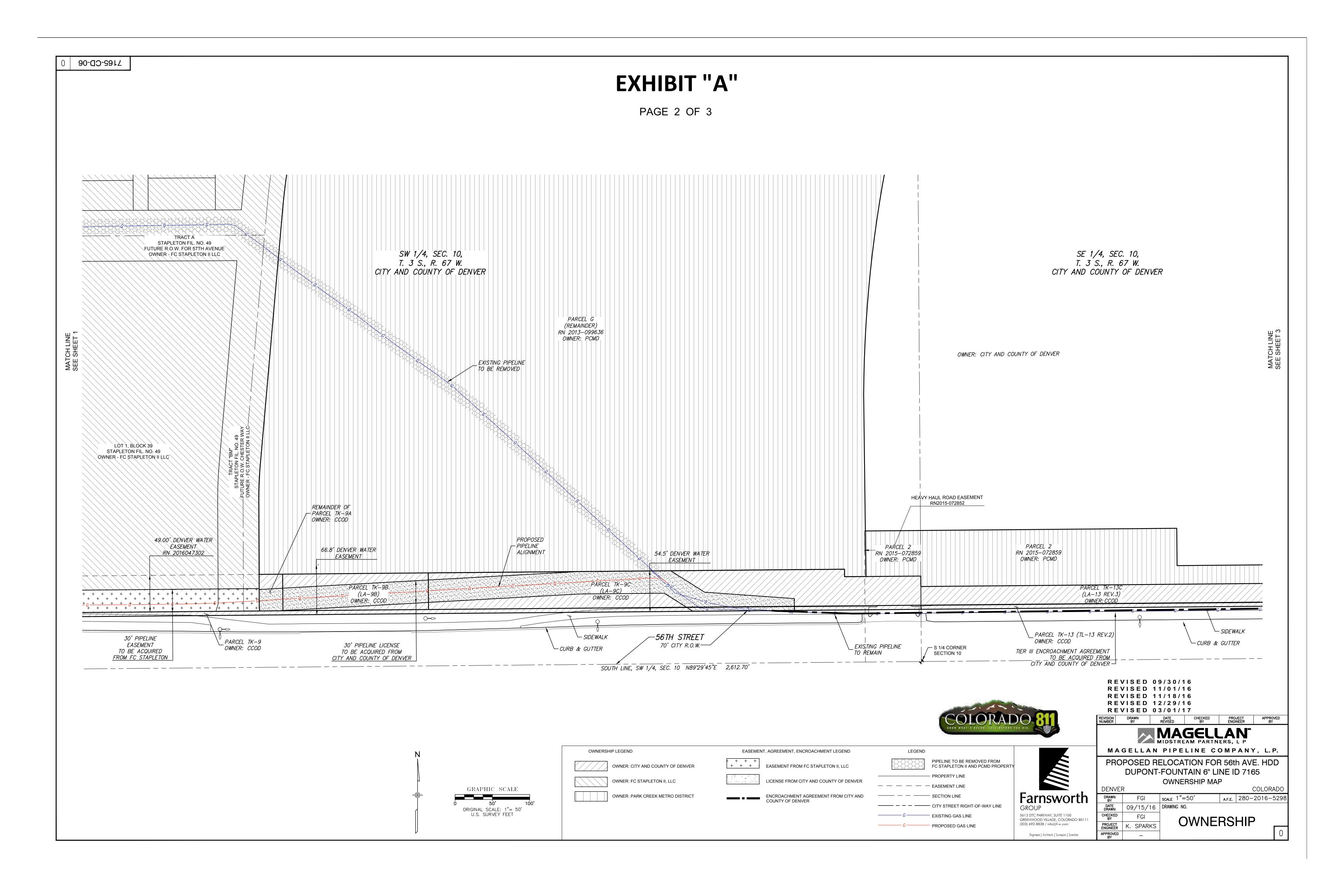
LICENSEE: MAGELLAN PIPELINE COMPANY, L.P.

By Its General Partner, Magellan Pipeline GP, LLC By Its Undersigned, Authorized Signatory

Legal	By: Per M Name: Patrick Dunakey Title: Supervisor, Real Estate Services
	"LICENSEE"
STATE OF <u>Oklahoma</u> COUNTY OF <u>Tulsa</u>) ss.)
On this 10 the day of A Notary Public in and for said State, public in and for said State, public to me to be the executed this instrument, on behalf of	supervisor, RES of Magellan Pipeline GRUCWHO
SHERRIE L. GUTHRI SEAL Notary Public State of Okiahoma	Notary Public SHEHRIE L. GUTHRIE







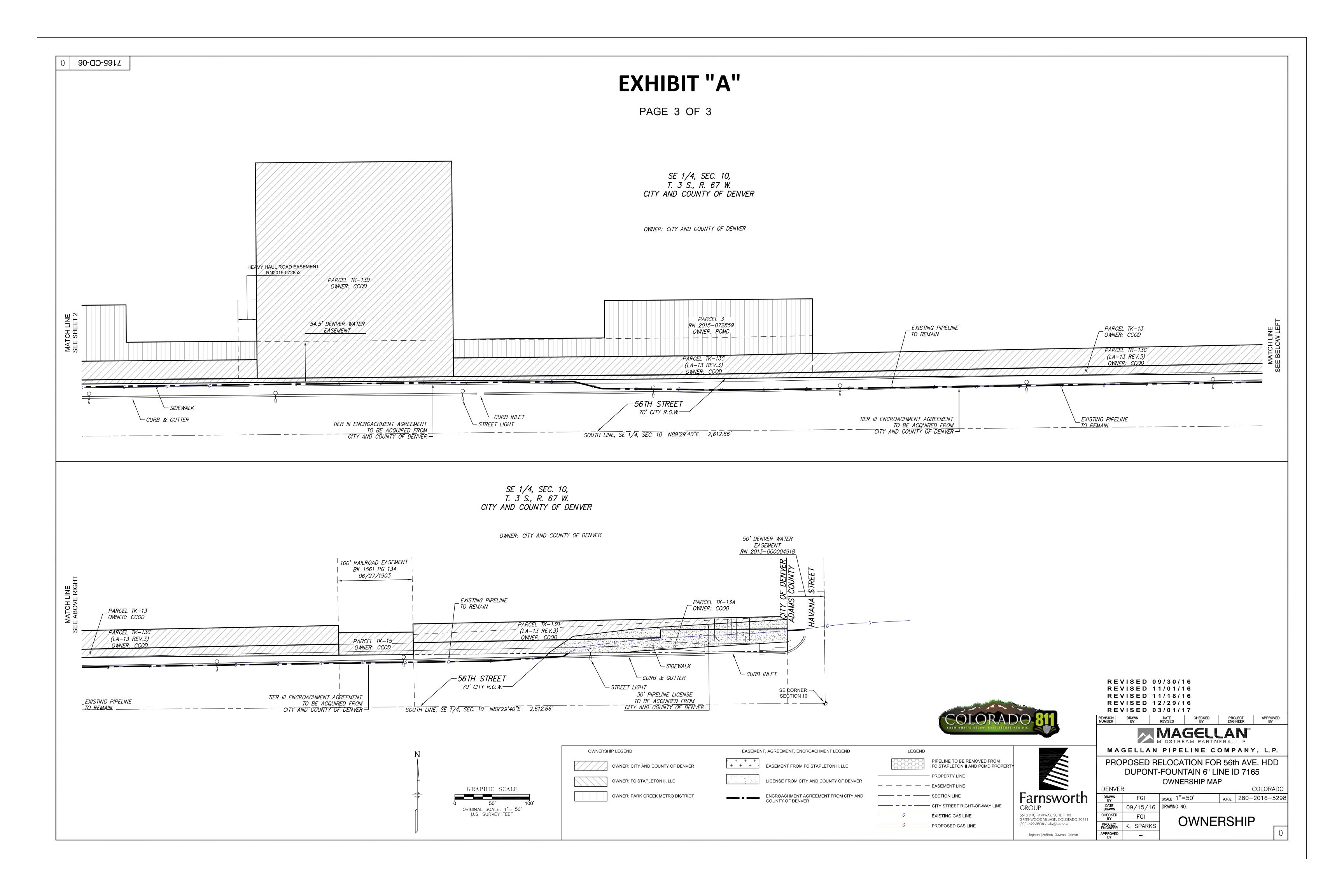


EXHIBIT "B" Page 1 of 8

DUPONT - FOUNTAIN 6" LINE ID 7165 56TH AVENUE HDD

DENVER COUNTY, COLORADO

Index Of Drawings

COVER SHEET PLAN AND PROFILE SHEET 1 PLAN AND PROFILE SHEET 2 PLAN SHEET DEMOLITION SHEET EROSION CONTROL PLAN SHEET 1 7165-CD-10 EROSION CONTROL PLAN SHEET 2 7165-CD-11

Contacts

FARNSWORTH GROUP, INC 5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, CO 80111 GREG KISHIYAMA PHONE: (303) 692-8838

MAGELLAN PIPELINE COMPANY ONE WILLIAMS CENTER, OTC-9 TULSA, OK 74172 KYLE SPARKS PHONE: (918) 574-7000



Bill of Materials

A	93'	6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE
В	1882'	6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 MILS ARO
С	2 EA	BEND, INDUCTION, 6.625" O.D., 0.280" W.T. (MIN), 45 DEG, 6D BEND, API 5L-X52 PSL2, 14-16 MIL FBE, 2'-0" FRONT TANGENT (MIN), 2'-0" REAR TANGENT (MIN), PEB 30 DEG.
D	1 EA	BEND, INDUCTION, 6.625" O.D., 0.280" W.T. (MIN), 40 DEG, 6D BEND, API 5L-X52 PSL2, 14-16 MIL FBE, 2'-0" FRONT TANGENT (MIN), 2'-0" REAR TANGENT (MIN), PEB 30 DEG.



Location Map NO SCALE

Control Points:

STATE PLANE COORDINATE SYSTEM: NAD 83, CO NORTH, US FOOT

CP 300 - N: 1716442.741 ELEV: 5236.912 DESC: SET IR W/CAP

CP 301 - N:1716378.457 E: 3172547.541 ELEV; 5237.117 DESC: SET IR W/ CAP

CP 302 - N: 1716427.657 E: 3177786.247 ELEV: 5271.402 DESC: SET IR W/ CAP

CONSTRUCTION NOTES:

- 1. ALL WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR, INCLUDING TASKS THAT AFFECT THE OPERATIONS OR INTEGRITY OF THE PIPELINE (COVERED TASKS) PER THE DEFINITIONS SET FORTH IN DOT REGULATIONS 49 CFR PART 195 (OPERATOR QUALIFICATIONS REQUIREMENTS), MUST BE PERFORMED OR SUPERVISED BY QUALIFIED INDIVIDUALS AS DEFINED IN SUCH OQ REQUIREMENTS. CONTRACTOR AGREES TO FURNISH COMPANY REPRESENTATIVE WITH ALL OQ DOCUMENTATION PRIOR TO START OF WORK.
- 2. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL COMPANY STANDARDS AND SHALL CONFORM TO ANSI B31.4 LATEST EDITION.
- THE EXCAVATIONS FOR THIS PROJECT SHALL BE CARRIED OUT IN ACCORDANCE WITH O.S.H.A. REGULATIONS. PROVISIONS FOR WORKER PROTECTION WITHIN EXCAVATIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 4. CONTRACTOR TO EXCAVATE AND RESTORE DISTURBED AREAS TO ORIGINAL CONDITIONS. INCLUDING TOPSOIL CONSERVATION, DOUBLE DITCHING PROVISIONS, ETC. SEE BID DOCUMENTS/SCOPE OF WORK FOR PROJECT-SPECIFIC REQUIREMENTS.
- REMOVAL, RELOCATION, OR REPAIR OF FIELD TILE SHALL BE PERFORMED BY CONTRACTOR. 6. CONTRACTOR SHALL INSTALL CATHODIC PROTECTION TEST STATIONS AT LOCATIONS SHOWN OR AS DIRECTED BY COMPANY REPRESENTATIVE.
- 7. THE EXISTING PIPELINE WILL BE MARKED BY COMPANY. VEHICLE AND EQUIPMENT
- CROSSINGS OF THE PIPELINE SHALL BE KEPT TO A MINIMUM. 8. MINIMUM DEPTH OF PIPE COVER IS 4 FEET, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION.
- 10. CONTRACTOR TO MAKE 1° TO 1 ½° FIELD BENDS WITH ONE PIPE DIAMETER MINIMUM SPACING BETWEEN BENDS AS REQUIRED FOR FINAL ALIGNMENT.
- 11. CONTRACTOR TO EXPOSE EXISTING LINE(S) AS REQUIRED FOR TIE-IN OR FIELD BEND(S) FOR FINAL ALIGNMENT.

DESIGN DATA

DESIGN PRESSURES:

EXISTING MOP - 975 PSIG

DESIGN PRESSURE - 1440 PSIG

12. CONTRACTOR TO CUT, CAP AND ABANDON CARRIER AND/OR CASING PIPE AS SPECIFIED IN THE SCOPE OF WORK.

- 13. CONTRACTOR TO REMOVE AND PROPERLY DISPOSE OF THE CARRIER/CASING PIPE THAT IS
- 14. CONTRACTOR TO CUT, CAP, AND FILL EXISTING CASING/CARRIER PIPE TO BE ABANDONED IN
- PLACE WITH APPROVED FILL (60 PSI MIN. TEST @ 28 DAYS).
- 15. CONTRACTOR TO BACK BEVEL PIPE FOR BUTT WELDING AS NECESSARY. 16. CONTRACTOR TO INSTALL NEW BOLTS, NUTS, AND GASKETS, AND PERFORM FLANGE
- MAKEUPS PER COMPANY AND INDUSTRY STANDARDS. 17. CONTRACTOR TO VERIFY THAT MINIMUM PIPE I.D. FOR PIPE, BENDS, AND FITTINGS IS MET
- AND SHALL RUN AN APPROPRIATE SIZING PLATE. 18. CONTRACTOR TO TRANSPORT ALL EXCESS NEW PIPE (FULL JOINTS ONLY) TO A SPECIFIED
- COMPANY FACILITY. 19. CONTRACTOR TO DISPOSE OF ALL NEW AND USED PIPE SCRAPS AT A NON-COMPANY
- FACILITY. 20. AVAILABLE PIPELINE DATA INDICATES EXISTING PIPE MAY BE COATED WITH COAL TAR COATING. CONTRACTOR TO FIELD VERIFY COATING ON EXISTING PIPE AND INSTALL CORRESPONDING TIE-IN GIRTH WELD COATING PER COMPANY STANDARD. CONTRACTOR SHALL ASSUME ALL COAL TAR COATING TO BE ASBESTOS-CONTAINING AND TREAT PER COMPANY STANDARD.
- 21. CONTRACTOR SHALL MAINTAIN, ON SITE, A SPILL CLEAN UP KIT IN THE EVENT OF A CONTAMINANT RELEASE FROM THE EQUIPMENT.
- 22. CONTRACTOR TO FURNISH WELDER NAMES FOR VERIFICATION OF QUALIFICATIONS BY COMPANY, OR WELDERS SHALL BE TESTED, PRIOR TO CONSTRUCTION. WELDER TESTING/QUALIFICATIONS SHALL BE PER COMPANY STANDARDS.

UTILITY NOTES:

- 1. THE LOCATIONS OF BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE, FOR CONTRACTOR INFORMATIONAL USE ONLY AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE COMPANY, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE
- REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, MARKING, AND PROTECTION ARE THE
- SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND COMPANY. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES, REMAINS THE SOLE
- RESPONSIBILITY OF THE CONTRACTOR. 4. CONTRACTOR MUST REQUEST UTILITY LOCATES, CALL 811 OR GO TO COLORADO811.ORG.

GENERAL NOTES:

- 1. INFORMATION CONTAINED ON THESE DRAWINGS MUST BE CONSIDERED PROJECT SPECIFIC AND MUST NOT BE
- USED FOR ANY OTHER PURPOSE 2. INFORMATION PERTAINING TO NEW ROADWAYS, EXISTING LINE LOCATIONS, RIGHT-OF-WAY BOUNDARIES, AND ALL
- ELEVATION DATA MUST BE CONSIDERED AS APPROXIMATE ONLY.
- CONTRACTOR MUST FIELD-VERIFY ALL INFORMATION SHOWN PRIOR TO CONSTRUCTION.
- 4. COMPANY TO FURNISH SUBCONTRACTOR TO PERFORM NON-DESTRUCTIVE TESTING OF ALL WELDS, PER COMPANY
- STANDARDS. REFER TO PROJECT PLAN FOR SITE ACCESS REQUIREMENTS AND EASEMENT RESTRICTIONS.
- 6. CONTRACTOR TO FURNISH AND MAINTAIN SAFETY AND SECURITY MEASURES AS NECESSARY TO ENSURE PUBLIC SAFETY.
- 7. APPROPRIATE EROSION AND SILTATION CONTROLS MUST BE USED, AND ALL EXPOSED SOIL AND OTHER FILLS MUST BE PERMANENTLY STABILIZED AT THE EARLIEST PRACTICAL DATE. ANY TYPE OF LAND DISTURBANCE PERMIT THAT MAY BE REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING ANY OF THE CONSTRUCTION ACTIVITIES. ALL CONTROLS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF NATURAL RESOURCES AND/OR LOCAL GOVERNING AUTHORITY.



G. KISHIYAMA K. SPARKS

MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56TH AVE. HDD

DUPONT - FOUNTAIN 6" LINE ID 7165 **COVER SHEET** DENVER COUNTY COLORADO

scale 1"=200' FGI DRAWING NO. 6/30/16 FGI

7165-CD-04

DESIGN CODE: ASME B31.4 DOT 195 MEASURED LENGTH: RENCH=93', HDD=1882', TOTAL=1975'

CROSSING PIPE SPECIFICATIONS EXISTING PIPE AT WEST TIE-IN 6.625" O.D. x 0.280" W.T. EXISTING PIPE AT EAST TIE-IN 6.625" O.D. × 0.219" W.T. PROPOSED CONVENTIONAL TRENCH PIPE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, PROPOSED HDD PIPE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 MILS ARO

CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL

BE USED.

RECLAIMED BY THIS PROJECT.

EXISTING

PIPELINE

PIPELINE

VOLTAGE

ELECTRIC

DENVER

CONDUIT 9

WATER

— — — SILT FENCE

HIGH

PROPOSED

- 1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
- 2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
- 3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.

4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES. 5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED.

Farnsworth 5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, COLORADO 80111 (303) 692-8838 / info@f-w.com Engineers | Architects | Surveyors | Scientists

DRAWN BY CHECKED

| _{A.F.E.} | 280–2016–529 SPARKS

GENERAL NOTES:

- 1. THE APPLICANT AND CONTRACTOR ARE RESPONSIBLE FOR OBTAINING ALL PROJECT PERMITS ASSOCIATED WITH CONSTRUCTION AND RELATED ACTIVITIES SUCH AS STREET OCCUPANCY, STREET CUT, CONSTRUCTION, EROSION CONTROL AND PARKS PERMITS.
- THE CONTRACTOR SHOULD REMOVE MATERIALS AND EQUIPMENT FROM THE ROW BY THE CLOSE OF DAILY OPERATIONS.
- 3. NO WORK SHALL BE PERMITTED AT NIGHT OR ON SATURDAYS, SUNDAYS, AND HOLIDAYS WITHOUT PRIOR AUTHORIZATIONS OR UNLESS OTHERWISE SPECIFIED IN THIS PERMIT. CITY MAY RESTRICT WORK ON ROW DURING ADVERSE WEATHER CONDITIONS OR DURING PERIODS OF
- HIGH TRAFFIC VOLUME. 4. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE COPY OF THE APPROVED PLANS, SPECIFICATIONS, AND STANDARDS ON THE JOB SITE AT ALL
- 5. THE CONTRACTOR SHALL NOTIFY PUBLIC WORKS RIGHT OF WAY (PW ROW) CONSTRUCTION INSPECTIONS AT (303) 446-3469 OR WMDPWDESCE@DENVERGOV.ORG: 1) TWO DAYS BEFORE COMMENCING WORK IN THE ROW; 2) WHEN SUSPENDING OPERATIONS FOR 5 OR MORE WORKING DAYS; 3) TWO WORKING DAYS BEFORE RESUMING SUSPENDED WORK; AND 4) UPON COMPLETION OF WORK.
- 6. THE APPLICANT AND CONTRACTOR ARE RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING, AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE.
- 7. ALL WORK, INCLUDING CORRECTION WORK, IS SUBJECT TO NOTIFICATION AND INSPECTION.

LETTER TO PW ROW CONSTRUCTION INSPECTIONS AS SOON AS POSSIBLE.

- 8. IN THE EVENT THAT AN EMERGENCY REPAIR TO EXISTING FACILITIES IS NECESSARY, THE PW ROW CONSTRUCTION INSPECTIONS SHALL IMMEDIATELY BE NOTIFIED VIA TELEPHONE AT (303) 446-3469. EMERGENCY PROCEDURES SHALL BE COORDINATED BEFOREHAND, WHERE POSSIBLE, AND NO WORK WILL BE ALLOWED UNTIL NOTIFICATION IS RECEIVED. THE TELEPHONE NOTIFICATION MUST BE FOLLOWED UP WITH A
- 9. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OR FEDERAL REGULATIONS. SHEETING AND SHORING MAY BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING. THE CONTRACTOR SHALL ACCEPT SOLE LIABILITY AND RESPONSIBILITY FOR COMPLYING WITH THE CURRENT OSHA REGULATIONS APPLICABLE TO ALL WORK.
- 10. ALL WORK WILL BE PROPERLY BACKFILLED PRIOR TO THE END OF THE WORKDAY; NO OPEN HOLES AND/OR TRENCHES ARE ALLOWED OVERNIGHT. ALL WORK IS TO BE IN ACCORDANCE WITH PERMIT REQUIREMENTS AND APPLICABLE STANDARDS.
- 11. WHERE CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS, EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES.
- 12. ALL POTHOLES MUST BE CORE DRILLED OR SAW CUT TO 2' X 2'.
- 13. UNLESS CONFINED IN A PREDEFINED BERM CONTAINMENT AREA, THE CLEANING OF CEMENT DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED. (DENVER REVISED MUNICIPAL CODE §. 56-102 (A.)(C.))
- 14. WHERE ROW FENCES NEED TO BE REMOVED OR CUT TO FACILITATE CONSTRUCTION, APPROVAL MUST BE GIVEN BY PW ROW CONSTRUCTION INSPECTIONS BEFORE WORK IS PERFORMED. EXISTING LINE MUST BE ESTABLISHED BY GOOD SURVEY PRACTICES. THE CONTRACTOR WILL SUPPLY AND INSTALL NEW MATERIALS REQUIRED TO RESTORE FENCE TO ACCEPTABLE CONDITION. NEW POSTS AND WIRE WILL BE REQUIRED INCLUDING CORNER POSTS FOR GATES PLACED IN LOCATIONS AS DETERMINED BY THE ORIGINAL SURVEY. FENCES WILL BE REPLACED ACCORDING TO FENCING STANDARDS OF THE PUBLIC WORKS DEPARTMENT
- 15. IF LIVESTOCK IS PRESENT IN THE AREA OF FENCE REMOVAL, A TEMPORARY FENCE, EQUIVALENT TO THE EXISTING, WILL BE REQUIRED TO CONTAIN LIVESTOCK UNTIL NEW FENCE IS IN PLACE; TEMPORARY FENCE WILL THEN BE REMOVED.
- 16. UTILITY PLAN REVIEW APPROVAL DOES NOT CONSTITUTE APPROVAL FOR ANY WORK ON, IN, UNDER, OR OVER PRIVATE PROPERTY.

ROADWAY NOTES:

- 1. CONSTRUCTION OF ANY PORTION OF THE PUBLIC ROADWAY, INCLUDING THE PAVEMENT STRUCTURE, SUBSURFACE SUPPORT, DRAINAGE, LANDSCAPING ELEMENTS, AND ALL APPURTENANT FEATURES, SHALL COMPLY WITH THE PROVISIONS OF THE MOST CURRENT VERSION OF THE CITY & COUNTY OF DENVER RULES & REGULATIONS, CITY STANDARD SPECIFICATIONS, AND STANDARD DETAILS.
- 2. MATERIAL REMOVED FROM ANY PORTION OF THE ROADWAY SECTION MUST BE REPLACED IN ACCORDANCE WITH THE PUBLIC WORKS RULES & REGULATIONS GOVERNING STREET CUTS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. A TRAFFIC CONTROL PLAN IS SUBJECT TO CDOT AND/OR PW ROW CONSTRUCTION INSPECTIONS FOR APPROVAL PRIOR TO COMMENCING WORK ON PUBLIC ROW. A COPY OF APPROVED TRAFFIC CONTROL PLANS MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL TO BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), SECTION VI.
- 4. THE TRAFFIC CONTROL PLAN MUST INCLUDE PROTECTIVE MEASURES WHERE MATERIALS AND EQUIPMENT MAY BE STORED ON ROW
- 5. PRIOR TO FINAL ACCEPTANCE, ALL DISTURBED PORTIONS OF ROW SHALL BE CLEANED UP AND RESTORED TO THEIR ORIGINAL CONDITION, SUBJECT TO CITY APPROVAL.
- 6. NO CLEATED OR TRACKED EQUIPMENT MAY WORK IN OR MOVE OVER PAVED SURFACES WITHOUT MATS.
- 7. RESTORATION IS REQUIRED FOR ANY HOLES OR CUTS MADE IN WALKING AND/OR PAVED SURFACES, INCLUDING THOSE FOR TEST HOLES OR POTHOLING FOR INVESTIGATION ACTIVITIES FOR ANY LOCATES.
- 8. ANY POTHOLES DRILLED INTO SIDEWALKS WILL REQUIRE FULL PANEL REPLACEMENT. PERMANENT PATCHING OF POTHOLES OR CUTS IS ALSO EQUIRED IN ASPHALT PAVEMENTS, AND FOR CONCRETE PAVEMENT WITH UP TO 2 POTHOLES. WHEN 3 OR MORE POTHOLES EXIST, THEN FULL STREET PANEL REPLACEMENTS ARE REQUIRED. ALL RESTORATION SHALL BE PER CITY AND COUNTY OF DENVER TRANSPORTATION STANDARDS AND DETAILS. CONTACT PW CONSTRUCTION ENGINEERING AT 303-446-3469 IF MORE INFORMATION IS REQUESTED.
- WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BEFORE ANY CUTS ARE MADE; PATCHING SHALL BE DONE IN CONFORMANCE WITH THE PUBLIC WORKS RULES & REGULATIONS GOVERNING STREET CUTS. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH A SELF-PROPELLED ASPHALT PAVING MACHINE.
- 10. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE ANY PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE CUTTING IS TO TAKE PLACE.
- 11. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY
- 12. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED.

EXHIBIT "B" Page 2 of 8

UTILITY NOTES:

- 1. CAUTION: LOCATION OF EXISTING UTILITIES IS SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AS SUPPLIED BY THE UTILITY PROVIDERS INCLUDING TYPE, SIZE, LOCATION AND NUMBER OF UTILITIES. PRIOR TO DATE OF CONSTRUCTION CONTRACTOR SHALL VERIFY EXISTING UTILITIES WITH THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AND/OR UTILITY COMPANIES. FOR ADDITIONAL INFORMATION CONTACT: UNCC AT 1-800-922-1987. THE CONTRACTOR SHALL VERIFY EXISTENCE, SIZE, AND LOCATION OF EXISTING UTILITIES AND FACILITIES PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULING. SHOULD ANY CONFLICTS, RECONSTRUCTION, OR OTHER INTERRUPTIONS IN SERVICE BE REQUIRED, CONTRACTOR SHALL COORDINATE UTILITY SCHEDULING.
- 3. THE APPLICANT SHALL CORRECTLY SHOW ON SUBMITTED DRAWINGS THE LOCATIONS OF ALL UTILITIES IN THE VICINITY WHERE THE APPLICANT MAY BORE, TRENCH, EXCAVATE, AND INSTALL CONDUIT, FIBER, FIBER ENCLOSURES, VAULTS, AND HANDHOLDS. IN THE EVENT THAT THE CONDUIT RUN, FIBER ENCLOSURES, VAULTS, OR HANDHOLDS ARE LOCATED WITHIN THE VICINITY OF ANY UTILITY, THE APPLICANT SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION THAT WILL PREVENT DAMAGE TO THE INSTALLATION UNDER NORMAL UTILITY OPERATING CONDITIONS. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN INFORMATION ON EACH OF THE UTILITIES AS APPLICABLE SUCH AS GAS PRESSURE, STEAM AND WATER PRESSURES, TEMPERATURES, ETC.
- IT IS THE RESPONSIBILITY OF THE APPLICANT TO EXAMINE THE SITE FOR EVIDENCE OF FAILURES OF OR DEFICIENCIES IN UTILITY COMPANY FACILITIES (I.E. XCEL, DENVER WATER, DENVER PUBLIC WORKS, WMD, ETC.) AND TO IMMEDIATELY CALL ANY SUCH EVIDENCE OF PRE-EXISTING DAMAGE TO THE ATTENTION OF THE UTILITY COMPANY ALONG WITH PROPER DOCUMENTATION. THE APPLICANT HEREBY AGREES THAT THE REPAIR OF ANY AND ALL DAMAGES (DIRECT OR INDIRECT), THAT MAY BE SUBSEQUENTLY DISCOVERED AND PROVEN TO HAVE BEEN CAUSED BY THE CONSTRUCTION ACTIVITIES, IS THE SOLE RESPONSIBILITY OF THE APPLICANT WITHOUT SUCH EVIDENCE OF PRE-EXISTING DAMAGE. THE APPLICANT HEREBY AGREES THAT ANY AND ALL DAMAGES (DIRECT OR INDIRECT) TO UTILITY COMPANY FACILITIES, WHICH MAY BE SUBSEQUENTLY DISCOVERED WITHIN THOSE AREAS WHERE CONSTRUCTION OCCURRED WITHIN SIX FEET OF UTILITY COMPANY FACILITIES (DIRECT OR INDIRECT), AND WITHIN A PERIOD OF THREE YEARS FROM THE DATE OF CONSTRUCTION, WERE CAUSED BY THE CONSTRUCTION ACTIVITIES. FURTHERMORE, THE REPAIR IS AGREED TO BE THE SOLE RESPONSIBILITY OF THE APPLICANT. IT SHALL BE THE APPLICANT'S RESPONSIBILITY TO PROTECT ALL UTILITY COMPANY FACILITIES WITHIN THE AREA OF CONSTRUCTION. THIS INCLUDES ALL STEPS NECESSARY TO PREVENT SUBSIDENCE OF THE SOIL ADJACENT TO OR NEAR UTILITY COMPANY FACILITIES.
- 5. ANY CASING OR SLEEVE SO INSTALLED UNDER THE ROADWAY SHALL BE THE SAME DIAMETER AS THE BORE SO AS TO ELIMINATE A VOID AROUND THE CASING. IN THE EVENT JACKING OPERATIONS RESULT IN VOIDS, THE RESULTANT VOIDS SHALL BE GROUTED OR OTHERWISE BACKFILLED, SUBJECT TO CITY APPROVAL. ENDS OF BORED SECTIONS SHALL NOT BE COVERED BEFORE BEING **INSPECTED**
- 6. THE CONTRACTOR SHALL MAINTAIN AT LEAST A 10' CLEAR ZONE TO UTILITIES AT ALL TIMES IN ACCORDANCE WITH CITY STANDARDS. THE CONTRACTOR/APPLICANT SHALL CLEARLY IDENTIFY OWNER NAME & CONTACT INFO ON ALL MANHOLE COVERS.
- 7. FOR ALL MANHOLES IN ASPHALT STREETS, ADD A 2" RISER RING DIRECTLY UNDER THE COVER TO FACILITATE FUTURE
- ROTOMILL/OVERLAY OPERATIONS.

DENVER WATER NOTES:

- 1. THE CONTRACTOR SHALL NOTIFY DENVER WATER AT (303) 628-6682 PRIOR TO ANY CONSTRUCTION THAT COULD AFFECT OR DISTURB A DENVER WATER FACILITY.
- 2. APPLICANT ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGES INCURRED TO DENVER WATER FACILITIES DUE TO ACTIVITIES
- AUTHORIZED BY THE APPROVED PLANS. 3. DENVER WATER, AT THE SOLE EXPENSE OF THE APPLICANT WILL MAKE ALL REPLACEMENT OR REPAIR OF DENVER WATER FACILITIES
- ATTRIBUTED TO THE WORK.
- 4. IN THE EVENT THE APPLICANT'S FACILITIES ARE DAMAGED OR DESTROYED DUE TO DENVER WATER'S REPAIR, REPLACEMENT AND/OR OPERATION OF ITS FACILITIES, REPAIRS SHALL BE MADE BY THE APPLICANT AT ITS SOLE EXPENSE.
- 5. ADDING FIBER OPTICS TO AN EXISTING DUCT NOT PREVIOUSLY PERMITTED REQUIRES THE DUCT TO BE SUBJECT TO THE AFOREMENTIONED PROVISIONS.
- 6. PARALLEL DUCTS OR CABLE WILL NOT BE PERMITTED WITHIN FIVE (5) FEET OF A DENVER WATER FACILITY (MAINS OR CONDUITS), AND A MINIMUM OF TEN (10) FEET OF CLEARANCE IS REQUIRED BETWEEN POTABLE AND NON-POTABLE MAINS (E.G., STORM, SANITARY, REUSE).
- WHEN CROSSING A DENVER WATER MAIN OR CONDUIT, A MINIMUM VERTICAL CLEARANCE OF EIGHTEEN (18) INCHES IS REQUIRED.
- 8. A DENVER WATER REPRESENTATIVE MUST BE PRESENT WHEN INSTALLATION CROSSES A SIXTEEN (16) INCH OR LARGER MAIN. 9. LOCATES AND POTHOLES SHALL BE REQUIRED FOR ALL CROSSINGS INVOLVING DENVER WATER FACILITIES INCLUDING, BUT NOT LIMITED
- TO, HYDRANT LATERAL RUNS AND SERVICE LINE CROSSINGS.
- 10. IN THE EVENT OF A CONFLICT WITH REQUIREMENTS, THE LATEST VERSIONS OF DENVER WATER'S ENGINEERING STANDARDS AND CAPITAL PROJECTS CONSTRUCTION STANDARDS SHALL SUPERSEDE THESE PROVISIONS.

FORESTRY & LANDSCAPING NOTES:

- 1. THE CONTRACTOR SHALL NOT SPRAY, CUT, OR TRIM TREES OR OTHER LANDSCAPING ELEMENTS WITHIN ROW, UNLESS SUCH WORK IS
- OTHERWISE SPECIFIED OR CLEARLY INDICATED ON THE APPROVED PLANS. 2. ANY DISTURBED LANDSCAPING WILL BE REPLACED TO EQUAL OR BETTER CONDITION THAN THAT WHICH EXISTED PRIOR TO WORK.
- 3. SEEDING, SODDING, AND PLANTING SHALL BE AS SPECIFIED OR OTHERWISE APPROVED BY CITY. CONSTRUCTION, MAINTENANCE, AND WATERING REQUIREMENTS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS. WHERE LANDSCAPE RESTORATION MUST BE
- DELAYED DUE TO SEASONAL REQUIREMENTS, A SEPARATE PERMIT MAY AUTHORIZE SUCH WORK 4. THE CITY REQUIRES COMPLIANCE WITH THE FOLLOWING WHEN WORK IS REQUIRED AROUND TREES IN THE PUBLIC RIGHT-OF-WAY.
- TRENCHING TECHNIQUES SHALL COMPLY WITH: A) TRENCHING SHOULD NOT BE CLOSER TO THE TREE THAN THE DRIP LINE (THE AREA UNDER THE TREE BRANCHES); (2) ADJUST THE
- ROUTE TO AVOID ROOTS AS MUCH AS POSSIBLE;
- B) STORE SOIL OPPOSITE THE TREE SIDE OF THE TRENCH; C) BACKFILL QUICKLY AND CLEANLY, AND WATER ROOTS DEEPLY;
- D) TUNNELING MUST BE AT LEAST 4 FEET BELOW GROUND;
- E) NO EXCAVATION OR EQUIPMENT STORAGE SHALL OCCUR IN THE CRITICAL ROOT ZONE (1' FOR EVERY 1" CALIPER SURROUNDING THE
- F) ALL PIT LOCATIONS MUST BE STAKED AND APPROVED PRIOR TO AN EXCAVATION:
- G) NO ROOT 2" OR LARGER WILL BE CUT;
- H) MINIMIZE THE WORK PIT TO NO WIDER THAN THE TRENCH;
- I) WHERE EQUIPMENT IS WORKING NEAR TREES ERECT A SNOW FENCE AT OR JUST OUTSIDE THE DRIP LINE;
- J) PREVENT SOIL COMPACTION BY ADDING 4" TO 12" OF WOOD CHIPS;
- K) RETAIN A LICENSED TREE COMPANY TO PRUNE BROKEN BRANCHES AS WELL AS COMPENSATORY PRUNING IF NECESSARY TO HELP THE TREE RECOVER FROM ROOT LOSS.
- THE CITY OF DENVER TREE RETENTION AND PROTECTION SPECIFICATIONS MUST BE FOLLOWED. FOR A COPY OF THE TREE PROTECTION SPECIFICATIONS PLEASE CONTACT THE FORESTRY DESK AT (720) 913-0651 OR EMAIL AT FORESTRY@DENVERGOV.ORG.

EROSION CONTROL NOTES:

THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL ENSURE THAT ALL POTENTIAL POLLUTANTS GENERATED DURING DEMOLITION OR CONSTRUCTION WORK ASSOCIATED WITH THIS PROJECT, BE PREVENTED FROM DISCHARGE TO STORMWATER CONVEYANCE SYSTEMS IN THE VICINITY OF THIS PROJECT SITE IN ACCORDANCE WITH THE FOLLOWING:

- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING, OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, RECEIVING WATERS, WATERWAYS,
- WETLANDS, AND OR OTHER PUBLIC OR PRIVATE PROPERTIES, RESULTING FROM WORK DONE AS PART OF THIS PROJECT 2. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO OR, ACCUMULATE IN THE FLOW LINES OF STORM DRAINAGE APPURTENANCES, AND PUBLIC RIGHTS OF WAYS OF THE CITY AND COUNTY OF DENVER, AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT. ALL REMOVALS SHALL BE CONDUCTED IN A TIMELY MANNER.
- 3. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAY. (SEC.49-552; REVISED MUNICIPAL CODE)
- 4. THE USE OF REBAR TO ANCHOR BEST MANAGEMENT PRACTICES, OTHER THAN PORTABLE TOILETS, IS PROHIBITED.
- 5. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL IMPLEMENT THE FOLLOWING BEST MANAGEMENT PRACTICES (BMPS) ON SITE DURING CONSTRUCTION: a. VEHICLE TRACKING CONTROL: THIS BMP IS REQUIRED AT ALL ACCESS POINTS FOR INGRESS/EGRESS FROM OFF-SITE
 - IMPERVIOUS SURFACES TO CONSTRUCTION SITE PERVIOUS AREAS THAT ARE USED BY VEHICULAR TRAFFIC OR CONSTRUCTION EQUIPMENT.
- b. INLET PROTECTION: THIS BMP IS REQUIRED ON ALL EXISTING OR PROPOSED STORM SEWER INLETS IN THE VICINITY OF THE CONSTRUCTION SITE THAT MAY RECEIVE SITE RUNOFF. THE BMP MUST BE APPROPRIATE TO THE TYPE OF STORM INLET AND APPROPRIATE FOR THE GROUND SURFACE AT THE INLET.
- c. INTERIM SITE STABILIZATION: THIS BMP IS REQUIRED TO PROVIDE A MEASURE FOR PREVENTING THE DISCHARGE OF SEDIMENT FROM CONSTRUCTION SITES WHERE OVERLOT GRADING OR OTHER SITE DISTURBANCE HAS OCCURRED. THIS BMP IS PARTICULARLY NECESSARY ON SITES WHERE CONSTRUCTION ACTIVITIES/DISTURBANCE WILL BE LIMITED
- TO SMALL AREAS OF THE PROJECT SITE. ACCEPTABLE BMPS INCLUDE:
- i. PRESERVING EXISTING VEGETATION ii. SEEDING AND PLANTING
- iii. MULCHING
- iv. MULCHING AND SEEDING
- v. TEMPORARY/PERMANENT RE-VEGETATION OPERATIONS
- vi. CHEMICAL SOIL STABILIZER APPLICATION (REQUIRES WMD APPROVAL)
- d. WASTE MANAGEMENT/CONTAINMENT: THIS BMP REQUIRES THAT ALL CONSTRUCTION WASTES, FUELS, LUBRICANTS, CHEMICAL WASTES, TRASH, SANITARY WASTES, CONTAMINATED SOILS OR DEBRIS SHALL BE CONTAINED ON SITE, PROTECTED FROM CONTACT WITH PRECIPITATION OR SURFACE RUNOFF, PERIODICALLY REMOVED FROM THE
- CONSTRUCTION SITE, AND PROPERLY DISPOSED OF. e. SPILL PREVENTION /CONTAINMENT: THIS BMP DEFINES THE MEASURES PROPOSED FOR PREVENTING, CONTROLLING, OR CONTAINING SPILLS OF FUEL, LUBRICANTS, OR OTHER POLLUTANTS; AND PROTECTING POTENTIAL POLLUTANTS
- FROM CONTACT WITH PRECIPITATION OR RUNOFF. f. CHUTE WASHOUT CONTAINMENT: WATER USED IN THE CLEANING OF CEMENT TRUCK DELIVERY CHUTES SHALL BE DISCHARGED INTO A PREDEFINED, BERMED CONTAINMENT AREA ON THE JOB SITE. THE REQUIRED CONTAINMENT AREA IS TO BE BERMED SO THAT WASH WATER IS TOTALLY CONTAINED. WASH WATER DISCHARGED INTO THE CONTAINMENT AREA SHALL BE ALLOWED TO INFILTRATE OR EVAPORATE. DRIED CEMENT WASTE IS REMOVED FROM THE
- CONTAINMENT AREA AND PROPERLY DISPOSED OF. i. THE DIRECT OR INDIRECT DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER).
- g. SWEEPING: THIS BMP REQUIRES THAT IMPERVIOUS SURFACES WHICH ARE ADJACENT TO OR CONTAINED WITHIN CONSTRUCTION SITES BE SWEPT ON A DAILY BASIS OR AS NEEDED DURING THE DAY WHEN SEDIMENT AND OTHER MATERIALS ARE TRACKED OR DISCHARGED ON TO THEM. EITHER SWEEPING BY HAND OR USE OF STREET SWEEPERS IS ACCEPTABLE. STREET SWEEPERS USING WATER WHILE SWEEPING IS PREFERRED IN ORDER TO MINIMIZE DUST. FLUSHING OFF PAVED SURFACES WITH WATER IS PROHIBITED.
- h. PERIMETER CONTROL: THIS BMP REQUIRES THAT A CONSTRUCTION SITE INSTALL A PERIMETER CONTROL MEASURE ALONG THE EDGE OF THE CONSTRUCTION SITE, TO PREVENT, OR FILTER THE DISCHARGE OF SURFACE RUNOFF FROM THE CONSTRUCTION SITE. THE TYPE OF PERIMETER CONTROL USED SHALL BE DETERMINED BASED ON SITE CONDITIONS AND LOCATION. MAINTENANCE AND REPAIR OF THE CONTROL MEASURE SHALL OCCUR AS NEEDED, IN A TIMELY MANNER.
- i. STOCK PILES: SOILS THAT WILL BE STOCKPILED FOR MORE THAN THIRTY (30) DAYS SHALL BE PROTECTED FROM WIND AND WATER EROSION WITHIN FOURTEEN (14) DAYS OF STOCKPILE CONSTRUCTION. STABILIZATION OF STOCKPILES LOCATED WITHIN 100 FEET OF RECEIVING WATERS, OR WITH SLOPES 3 TO 1 OR GREATER SHALL BE COMPLETED WITHIN SEVEN (7) DAYS FOLLOWING STOCKPILE CONSTRUCTION. STABILIZATION AND PROTECTION OF THE STOCKPILE MAY BE ACCOMPLISHED BY ANY OF THE FOLLOWING: MULCHING, TEMPORARY/PERMANENT REVEGETATION OPERATIONS, CHEMICAL SOIL STABILIZER APPLICATION (REQUIRES DENVER PUBLIC WORKS APPROVAL). OR EROSION CONTROL MATTING/GEOTEXTILES. IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF RECEIVING WATERS, A DRAINAGEWAY OR THE SITE PERIMETER, ADDITIONAL SEDIMENT CONTROLS SHALL BE REQUIRED.
- I. SAW CUTTING OPERATIONS: THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS OR AS NEEDED THROUGHOUT THE WORK DAY. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED. (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER). k. STRUCTURAL CONTROLS: DEVELOPMENT SITES THAT ARE REQUIRED TO PROVIDE DETENTION AND WATER QUALITY
- ENHANCEMENT FACILITIES FOR STORM RUNOFF NEED TO INSTALL THE DETENTION FACILITIES EARLY IN THE CONSTRUCTION BUILD-OUT OF THE SITE. PROJECTS THAT ARE USING UNDERGROUND DETENTION ARE REQUIRED TO INSTALL A PRETREATMENT STRUCTURE(S) OR SEDIMENTATION BASIN(S) AS A MEANS OF TREATING POTENTIALLY POLLUTED STORM WATER PRIOR TO ENTERING THE DETENTION STRUCTURE. USE OF THESE STRUCTURES IS REQUIRED FOR ENTRAPPING SEDIMENT AND CONSTRUCTION DEBRIS DURING THE ACTIVE CONSTRUCTION PHASE OF THE PROJECT. A NARRATIVE SECTION OF A MANAGEMENT PLAN SHOULD ADDRESS OPERATION AND MAINTENANCE OF THE STRUCTURAL CONTROLS BEING USED AS AN ACTIVE CONSTRUCTION BMP.
- EROSION AND SEDIMENT CONTROL 'BEST MANAGEMENT PRACTICES' SHALL BE MAINTAINED AND KEPT IN EFFECTIVE OPERATING CONDITION FOR THE DURATION OF THIS PROJECT. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IMMEDIATELY UPON DISCOVERY OF ANY DEFICIENCY OR DEFECT.



4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN

5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED.

TRENCHES.

G. KISHIYAMA K. SPARKS

MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56th AVE. HDD DUPONT-FOUNTAIN 6" LINE ID 7165

DRAWN BY CHECKED

Farnsworth 5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, COLORADO 80111 (303) 692-8838 / info@f-w.com

Engineers | Architects | Surveyors | Scientists

NOTES COLORADO | SCALE 1"=50' A.F.E. 280-2016-529 FGI 06/30/16 | DRAWING NO. FGI 7165-CD-05 SPARKS



DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: RENCH=93', HDD=1882', TOTAL=1975'

DESIGN PRESSURES: EXISTING MOP - 975 PSIG DESIGN PRESSURE - 1440 PSIG

DESIGN DATA

CROSSING PIPE SPECIFICATIONS EXISTING EXISTING PIPE AT WEST TIE-IN PIPELINE 6.625" O.D. x 0.280" W.T. PROPOSED EXISTING PIPE AT EAST TIE-IN PIPELINE 6.625" O.D. x 0.219" W.T. HIGH PROPOSED CONVENTIONAL TRENCH PIPE VOLTAGE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, ELECTRIC PROPOSED HDD PIPE DENVER 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 WATER MILS ARO CONDUIT 9 CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL — — — SILT FENCE BE USED.

NOTES:

1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.

2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.

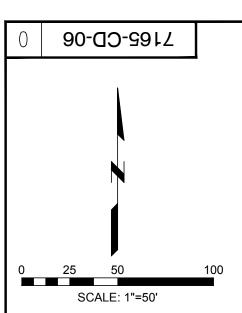
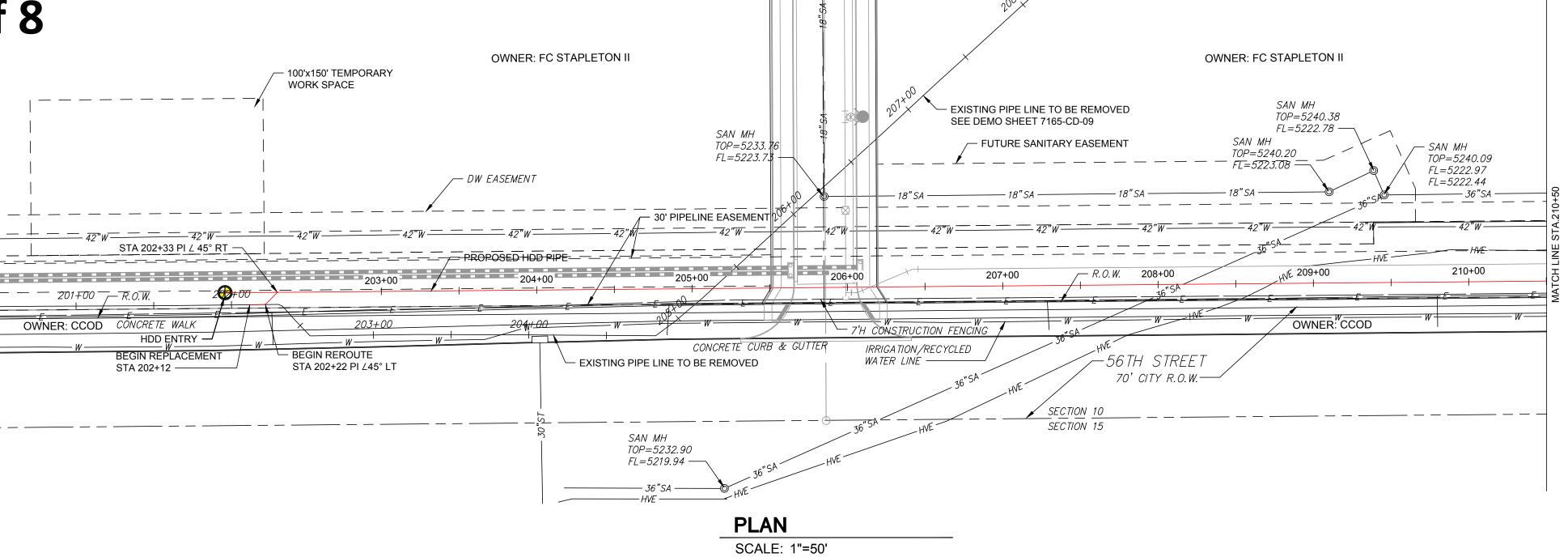
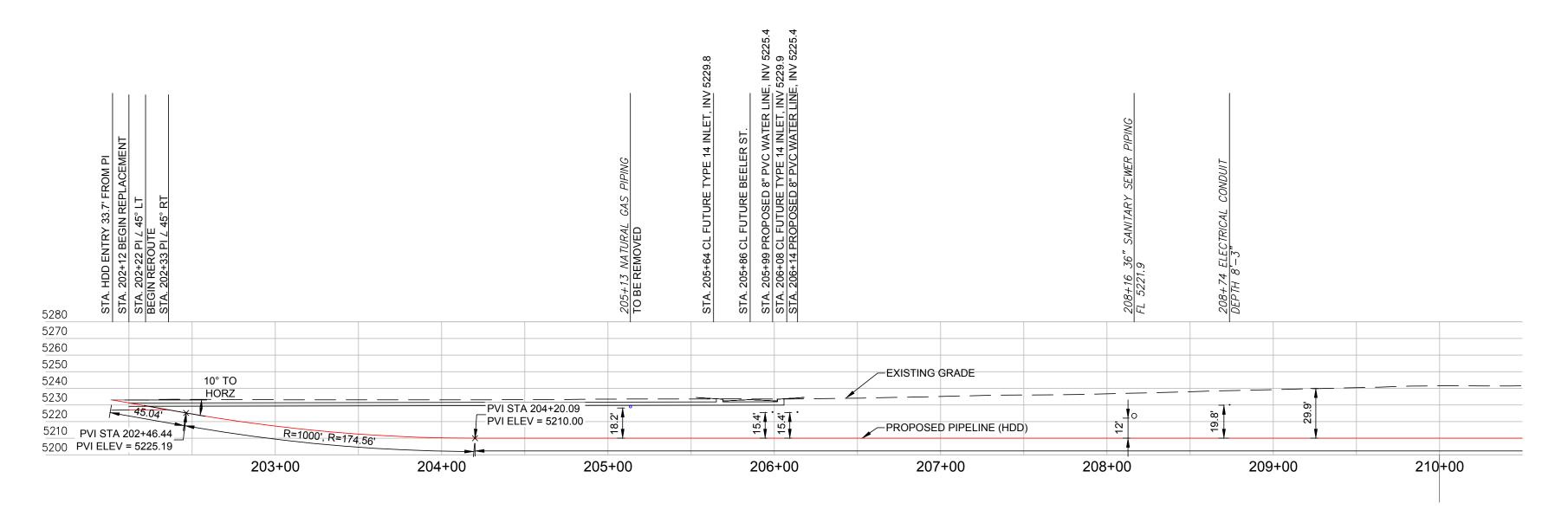


EXHIBIT "B" Page 3 of 8





HDD NOTES

- 1. MINIMUM ALLOWABLE COMBINED RADIUS= 500 FEET.
- 2. MAXIMUM ALLOWABLE PULLBACK FORCE = 158,495 LBS. PER PULL. THEORETICAL PULLBACK FORCE REQUIRED = 25,039 LBS.
- MAXIMUM ROTATIONAL TORQUE = 0 IN-LBS PER PULL. 5. MAXIMUM PIPE SUPPORT SPACING: HYDROTEST= 35 FEET;
- STRINGING/PULLBACK = 35 FEET.
- 6. PRE-PULLBACK HYDROTESTING SHALL BE IN ACCORDANCE WITH THE

ADEQUATELY SEALED TO PREVENT LOSS OF DRILLING FLUID.

- PROJECT-SPECIFIC HYDROTEST PLAN. CONTRACTOR SHALL VERIFY THAT SOIL BORE HOLES HAVE BEEN
- 8. SOIL BORE INFORMATION PROVIDED BY:
- TERRACON CONSULTANTS, INC 10625 W I 70 FRONTAGE RD N STE 3 WHEAT RIDGE, COLORADO
- 9. SOIL BORE ELEVATIONS PROVIDED BY: N/A

THE EXIT POINT SHOWN ON THE DRAWING.

- 10. HORIZONTAL ALIGNMENT TOLERANCE: +/- 2 FEET. 11. VERTICAL ALIGNMENT TOLERANCE: +0 FEET AND -10 FEET.
- 12. ENTRY POINT SHALL BE AS SHOWN ON DRAWING. 13. EXIT POINT SHALL BE 0 FEET SHORT OR 15 FEET LONG RELATIVE TO

PROFILE VERTICAL CURVE DATA SCALE: 1"=50'

<u>S</u>	<u>TA</u>	ELEV	DESCRIPTION
33.7' F	ROM PI	5232.5	Entry
202	2+46	5225.19	PC; R=1,000', $\Delta = 10^{\circ}$
204	1+20	5210.00	PT
217	7+78	5210.00	PC; R=1,000', $\Delta = 12^{\circ}$
219	9+86	5231.85	PT
220	1+80	5251 60	Evit







DESIGN DATA DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: RENCH=93', HDD=1882', TOTAL=1975'

DESIGN PRESSURES: EXISTING MOP - 975 PSIG DESIGN PRESSURE - 1440 PSIG

CROSSIN	G PIPE SPECIFICATIONS		<u>LEG</u>	<u>SEND</u>	
6.625" O. EXISTING	PIPE AT WEST TIE-IN D. x 0.280" W.T. PIPE AT EAST TIE-IN D. x 0.219" W.T.	_		EXISTING PIPELINE PROPOSEI PIPELINE)
6.625" 0.	CONVENTIONAL TRENCH PIPE D. x 0.280" W.T. X-52 W/13-18 MILS FBE, D. HDD PIPF		HVE	HIGH VOLTAGE ELECTRIC	
	D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40		42"W	DENVER WATER CONDUIT	93
CONVENTION BE USED.	DNAL TRENCH CONSTRUCTION METHOD WILL			—— — SILT FENC	E

NOTES:

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4. CONTRACTOR	TO	INSTALL	WARNING	TAPE	2'	ABOVE	PIPELINE	11
TRENCHES.								

5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED.



Farnsworth 5613 DTC PARKWAY, SUITE 1100

GREENWOOD VILLAGE, COLORADO 80111

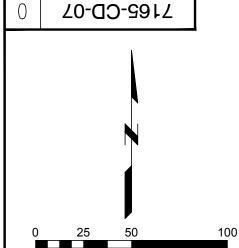
(303) 692-8838 / info@f-w.com

MAGELLAN MIDSTREAM PARTNERS, L P MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56th AVE. HDD DUPONT-FOUNTAIN 6" LINE ID 7165 PLAN AND PROFILE SHEET 1 DRAWN BY DATE DRAWN

VE	'ER COLORADO					
N	FGI	scale 1"=50'	A.F.E.	280-2016-5298		
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G. KISHIYAMA K. SPARKS

Engineers | Architects | Surveyors | Scientists



SCALE: 1"=50'

EXHIBIT "B" Page 4 of 8

BORING DATA

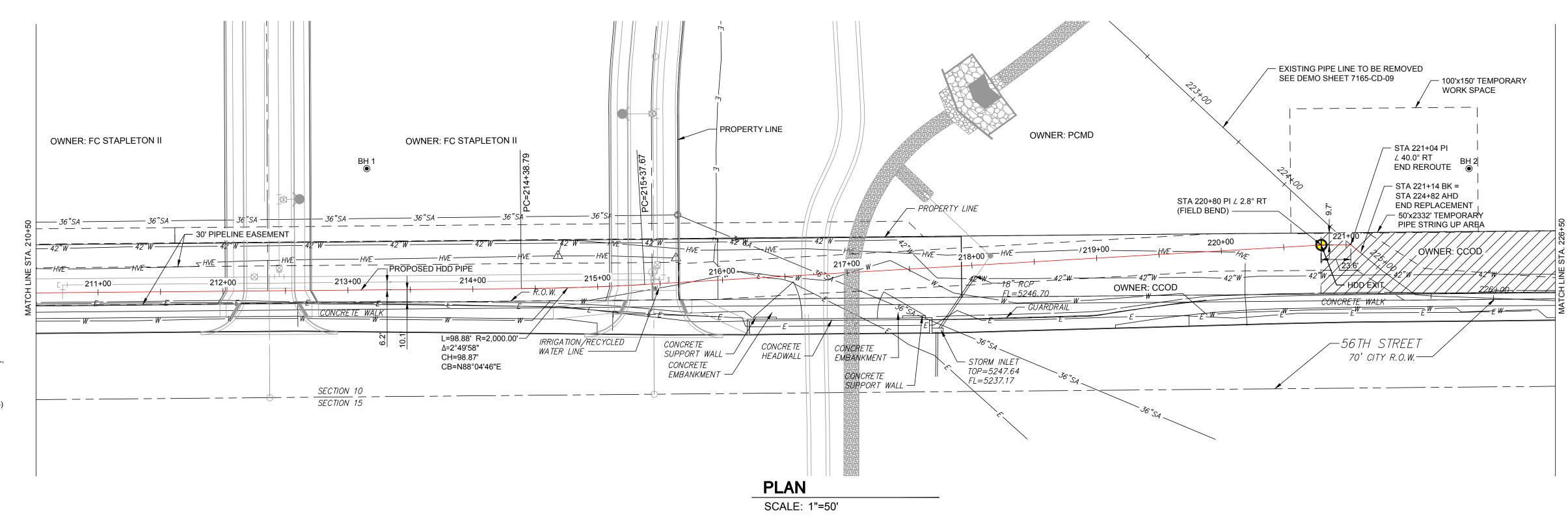
ELEVATION: BORE DEPTH: 60'

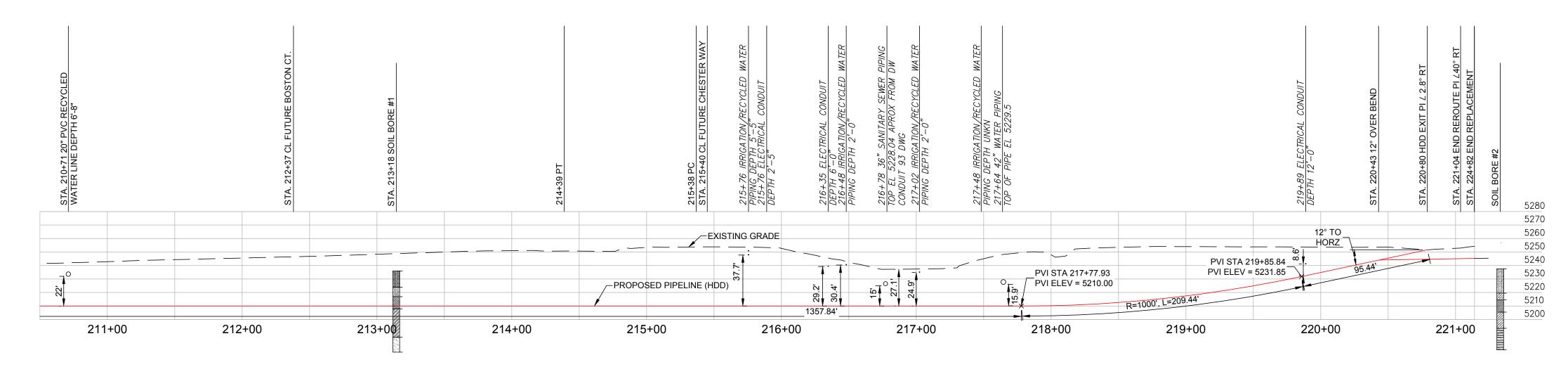
- SILTY CLAYEY SAND (SC-SM) WITH INTERBEDDED SANDY LEAN CLAY LAYERS, TRACE GRAVEL, FINE TO MEDIUM GRAINED, BROWN, MEDIUM LOOSE (91.3 - 79.5)
- SILTY SAND (SM) FINE TO MEDIUM GRAINED, LIGHT BROWN, LOOSE (79.5 72.5)
- SANDY LEAN CLAY (CL) WITH INTERBEDDED CLAYEY SAND LAYERS, BROWN, STIFF (72.5 63.5)
- SANDY FAT CLAY (CH) CALCAREOUS, BROWN, STIFF (63.5 42.5)
- POORLY GRADED SAND (SP) WITH INTERBEDDED LEAN CLAY LAYERS AROUND 59 FEET, FINE TO MEDIUM GRAINED, BROWN, LOOSE (42.5 - 31.5)

BORING DATA

ELEVATION: 93.4 BORE DEPTH:

- SILTY SAND (SM) VARIES TO CLAYEY SAND, WITH INTERBEDDED SANDY LEAN CLAY LAYERS, FINE TO MEDIUM GRAINED, BROWN TO LIGHT BROWN, LOOSE, (93.4 - 75.5)
- CLAYEY SAND (SC) WITH INTERBEDDED SAND LEAN CLAY LAYERS, FINE TO MEDIUM GRAINED, BROWN, LOOSE (75.5 70.5)
- SANDY LEAN CLAY (CL) CALCAREOUS, LIGHT BROWN, MEDIUM STIFF TO STIFF (70.5 61.5)
- CLAYEY SAND (SC) WITH INTERBEDDED LEAN CLAY L BROWN, VERY LOOSE TO MEDIUM DENSE (61.5 49.5) CLAYEY SAND (SC) - WITH INTERBEDDED LEAN CLAY LAYERS, FINE TO MEDIUM GRAINED,
- CLAYSTONE WITH INTERBEDDED GRAY, MEDIUM HARD (49.5 33.5) CLAYSTONE - WITH INTERBEDDED SANDSTONE LENSES AROUND 51 FEET, BROWN TO DARK





PROFILE SCALE: 1"=50'

HORIZONTAL CURVE DATA

1,716,366.56 3,173,271.39 ENTRY 214+39 1,716,377.46 3,174,510.78 PC; R=1,000', $\Delta = 2^{\circ}49'58''$ 215+38 1,716,380.78 3,174,609.59 PT; L=98.88' 220+80 1,716,412.35 3,175,151.16 EXIT



DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: RENCH=93', HDD=1882', TOTAL=1975'

DESIGN PRESSURES: EXISTING MOP - 975 PSIG DESIGN PRESSURE - 1440 PSIG

CROSSING PIPE SPECIFICATIONS <u>LEGEND</u> EXISTING EXISTING PIPE AT WEST TIE-IN PIPELINE 6.625" O.D. × 0.280" W.T. PROPOSED EXISTING PIPE AT EAST TIE-IN PIPELINE 6.625" O.D. x 0.219" W.T. HIGH PROPOSED CONVENTIONAL TRENCH PIPE VOLTAGE [6.625]" O.D. \times 0.280" W.T. X-52 W/13-18 MILS FBE, ELECTRIC PROPOSED HDD PIPE DENVER 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 WATER MILS ARO CONDUIT 93 CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL — — — SILT FENCE BE USED.

NOTES:

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- 3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.
- 4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES.
- 5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED.



MAGELLAN' MIDSTREAM PARTNERS, L P

G. KISHIYAMA K. SPARKS

MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56th AVE. HDD DUPONT-FOUNTAIN 6" LINE ID 7165 PLAN AND PROFILE SHEET 2

DENVER	?			COLORADO
DRAWN BY	FGI	scale 1"=50'	A.F.E.	280-2016-5298
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PROJECT ENGINEER	K. SPARKS	7165-0	-עו	·U/

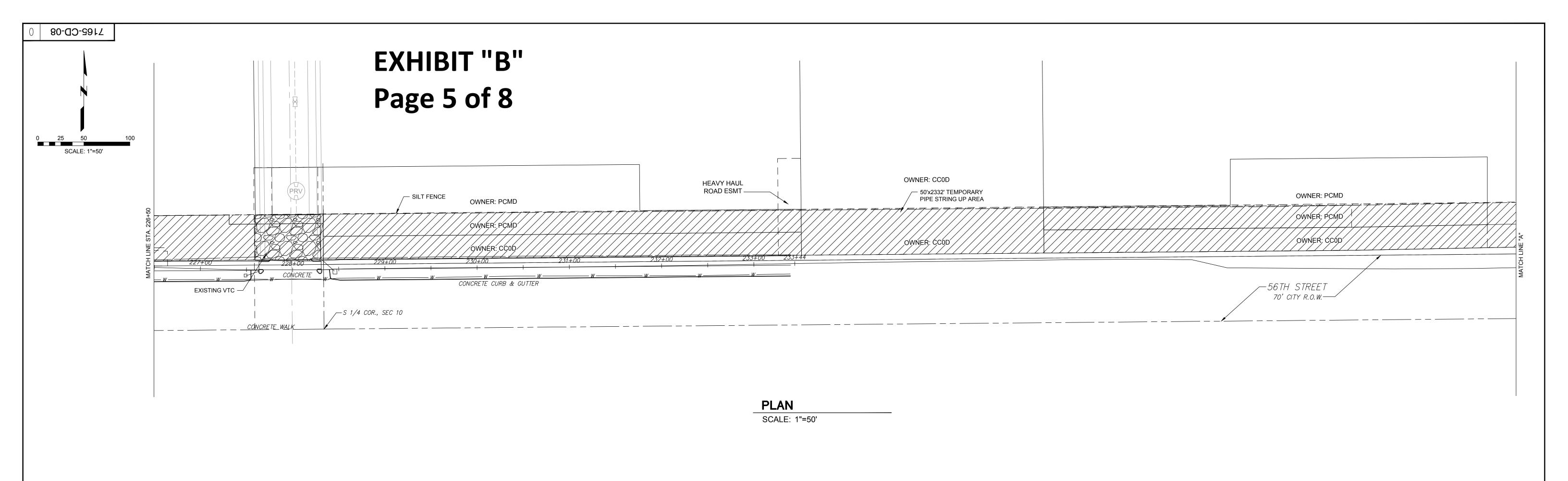
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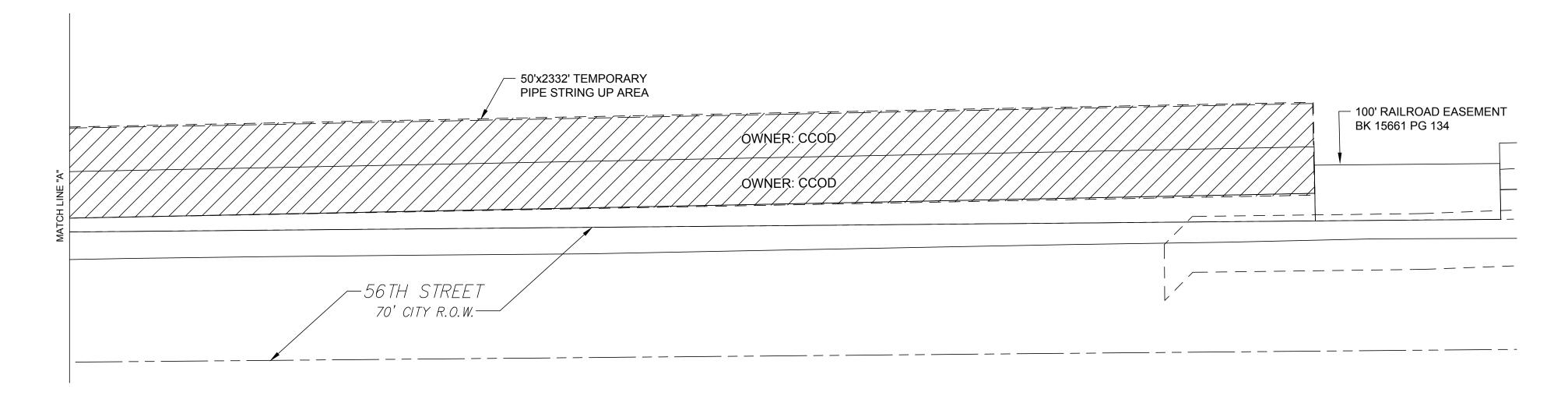
(303) 692-8838 / info@f-w.com Engineers | Architects | Surveyors | Scientists

Farnsworth

GREENWOOD VILLAGE, COLORADO 80111

5613 DTC PARKWAY, SUITE 1100







DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: TRENCH=93', HDD=1882', TOTAL=1975'

DESIGN PRESSURES: EXISTING MOP - 975 PSIG DESIGN PRESSURE - 1440 PSIG

<u>LEGEND</u> CROSSING PIPE SPECIFICATIONS EXISTING EXISTING PIPE AT WEST TIE-IN PIPELINE 6.625" O.D. × 0.280" W.T. PROPOSED EXISTING PIPE AT EAST TIE-IN PIPELINE 6.625" O.D. x 0.219" W.T. HIGH PROPOSED CONVENTIONAL TRENCH PIPE VOLTAGE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, ELECTRIC PROPOSED HDD PIPE DENVER 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 - WATER MILS ARO CONDUIT 93 CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL — — — SILT FENCE BE USED.

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0	ISSUED FOR CON	STRUCTION			
U	FGI	03-03-17	G. KISHIYAMA	K. SPARKS	
REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY

MAGELLAN" MIDSTREAM PARTNERS, L P

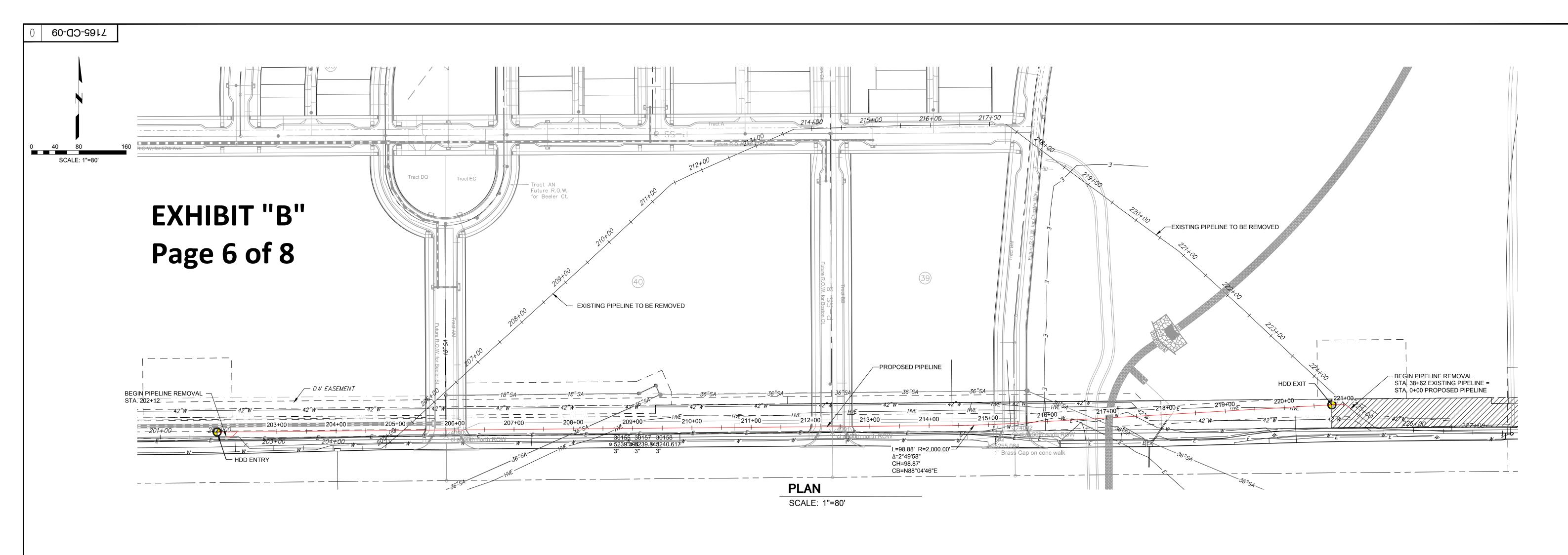
MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56th AVE. HDD DUPONT-FOUNTAIN 6" LINE ID 7165

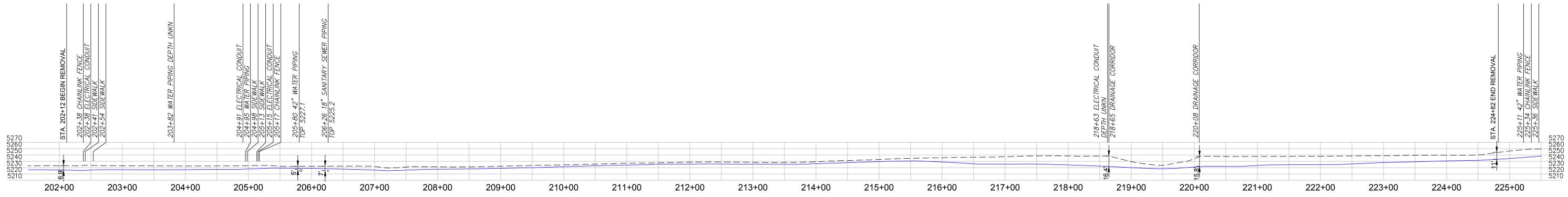
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			COLORADO			
FGI	scale 1"=50'	A.F.E.	280-2016-5298			
30/16	DRAWING NO.					

DRAWN BY DATE 06/30/16 CHECKED BY FGI 7165-CD-08 K. SPARKS



DENVER





PROFILE

SCALE: 1"=80'



DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: TRENCH=93', HDD=1882', TOTAL=1975'

DESIGN PRESSURES:
EXISTING MOP — 975 PSIG
DESIGN PRESSURE — 1440 PSIG

CROSSING PIPE SPECIFICATIONS EXISTING EXISTING PIPE AT WEST TIE-IN PIPELINE 6.625" O.D. x 0.280" W.T. PROPOSED EXISTING PIPE AT EAST TIE-IN PIPELINE 6.625" O.D. x 0.219" W.T. HIGH PROPOSED CONVENTIONAL TRENCH PIPE VOLTAGE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, ELECTRIC PROPOSED HDD PIPE DENVER 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 - WATER MILS ARO CONDUIT 93 CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL — — — SILT FENCE BE USED.

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Farnsworth
GROUP

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

Engineers | Architects | Surveyors | Scientists

0	ISSUED FOR CON	STRUCTION				
U	FGI	03-03-17	G. KISHIYAMA	K. SPARKS		
REVISION	DRAWN	DATE	CHECKED	PROJECT	APPROVED	
NUMBER	BY	REVISED	BY	ENGINEER	BY	
MAGELLAN MAGELLAN PIPELINE COMPANY, L.P.						
PROPOSED RELOCATION FOR 56TH AVE. HDD						
DUPONT - FOUNTAIN 6" LINE ID 7165						

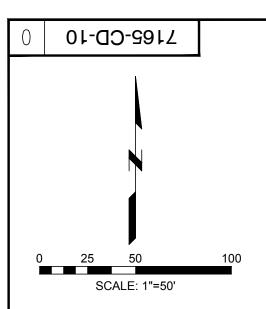
DEMOLITION SHEET						
DENVER COUNTY COLORADO						
DRAWN BY	FGI	scale 1"=80'	A.F.E.	P4024		
DATE DRAWN	06/30/16	DRAWING NO.				
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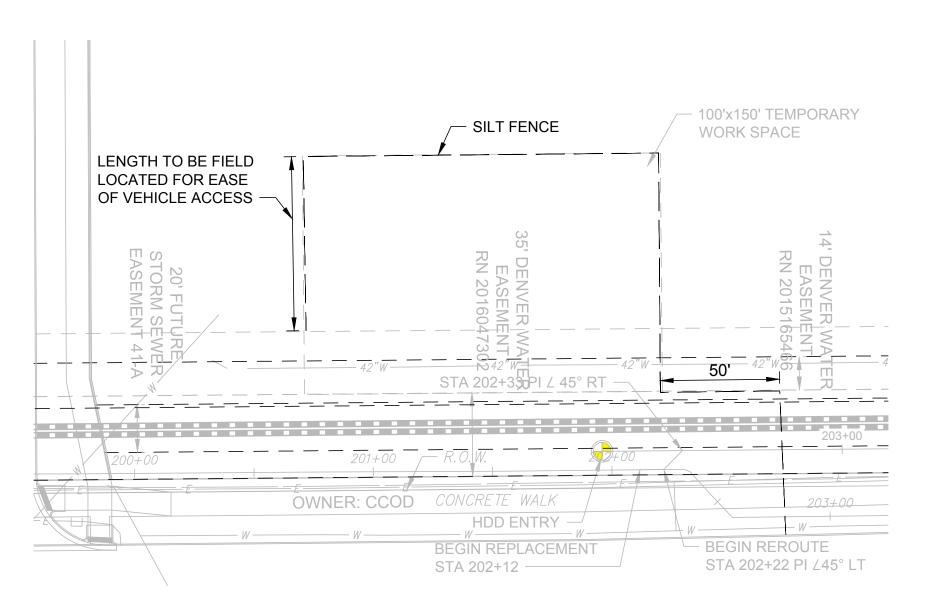
DRAWING NO.

CHECKED FGI
PROJECT ENGINEER K. SPARKS
APPROVED

DRAWING NO.

7165-CD-09





PLAN SCALE: 1"=50'

- SILT FENCE OWNER: PCMD STA 220+80 PI Z 2.8° RT

PLAN SCALE: 1"=50'

- EXISTING PIPE LINE TO BE REMOVED SEE DEMO SHEET 7165-CD-09

- 100'x150' TEMPORARY

LENGTH TO

BE FIELD

LOCATED FOR EASE

OF VEHICLE

EXISTING V

WORK SPACE

— STA 221+04 PI

- STA 221+14 BK = STA 224+82 AHD

END REPLACEMENT — 50'x2332' TEMPORAR^lY

∠ 40.0° RT END REROUTE

EXHIBIT "B" Page 7 of 8



DESIGN DATA DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: TRENCH=93', HDD=1882', TOTAL=1975'

DESIGN PRESSURES: EXISTING MOP - 975 PSIG DESIGN PRESSURE - 1440 PSIG

CROSSING PIPE SPECIFICATIONS EXISTING EXISTING PIPE AT WEST TIE-IN PIPELINE 6.625" O.D. x 0.280" W.T. PROPOSED EXISTING PIPE AT EAST TIE-IN PIPELINE 6.625" O.D. x 0.219" W.T. HIGH PROPOSED CONVENTIONAL TRENCH PIPE VOLTAGE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, ELECTRIC PROPOSED HDD PIPE DENVER 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, 35-40 - WATER MILS ARO CONDUIT 93 CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL — — — SILT FENCE BE USED.

NOTES:

- 1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
- 2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
- 3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.
- 4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES.
- 5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED.



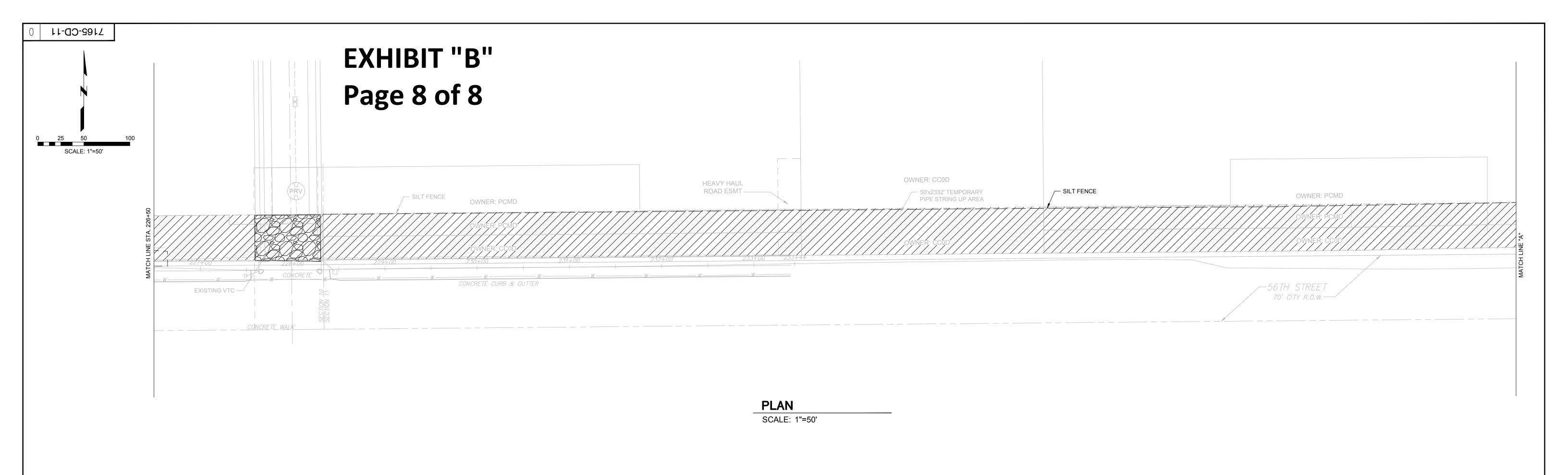
0	ISSUED FOR CONSTRUCTION					
U	FGI	03-03-17	G. KISHIYAMA	K. SPARKS		
REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY	

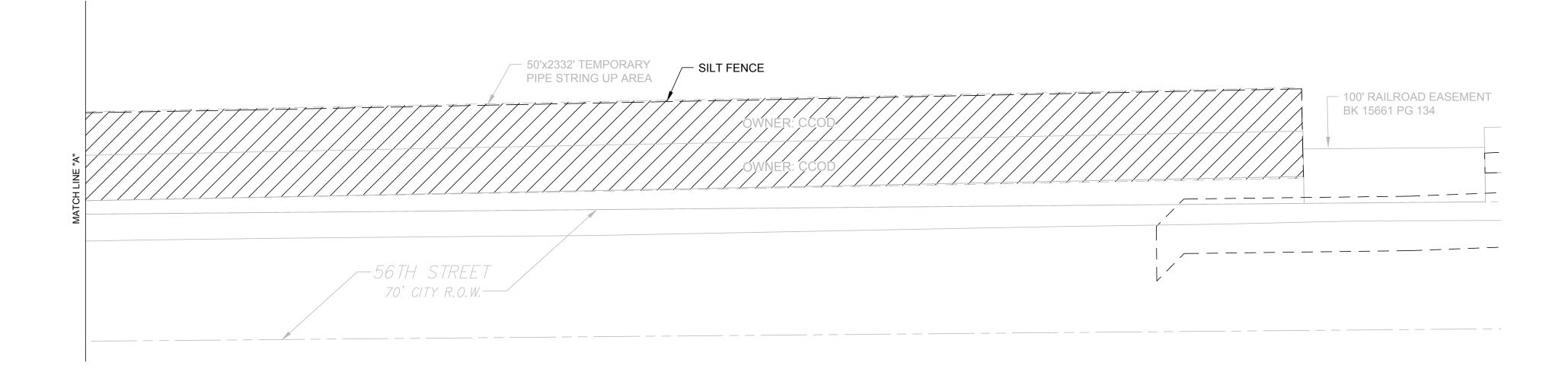
MAGELLAN MIDSTREAM PARTNERS, LP

MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56th AVE. HDD DUPONT-FOUNTAIN 6" LINE ID 7165 **EROSION CONTROL PLAN SHEET 1**

) ENVE	₹			COLORADO
DRAWN BY	FGI	scale 1"=50'	A.F.E.	280-2016-5298
DATE DRAWN	06/30/16	DRAWING NO.		
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ROJECT NGINEER	K. SPARKS	/ 165-0	-עו	·10 [
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Engineers | Architects | Surveyors | Scientists







DESIGN DATA

DESIGN CODE: ASME B31.4 DOT 195

MEASURED LENGTH: TRENCH=93', HDD=1882', TOTAL=1975'

<u>LEGEND</u> CROSSING PIPE SPECIFICATIONS EXISTING EXISTING PIPE AT WEST TIE-IN PIPELINE 6.625" O.D. x 0.280" W.T. PROPOSED EXISTING PIPE AT EAST TIE-IN PIPELINE 6.625" O.D. x 0.219" W.T. HIGH PROPOSED CONVENTIONAL TRENCH PIPE VOLTAGE 6.625" O.D. x 0.280" W.T. X-52 W/13-18 MILS FBE, ELECTRIC DENVER - WATER CONDUIT 93 CONVENTIONAL TRENCH CONSTRUCTION METHOD WILL — — — SILT FENCE BE USED.

NOTES:

- 1. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
- 2. CONTRACTOR TO LOCATE AND VERIFY ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
- 3. A MINIMUM CLEARANCE OF 2 FEET BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES SHALL BE MAINTAINED.
- 4. CONTRACTOR TO INSTALL WARNING TAPE 2' ABOVE PIPELINE IN TRENCHES.
- 5. ALL EXISTING PIPE BETWEEN TIE-IN POINTS SHALL BE RECLAIMED.

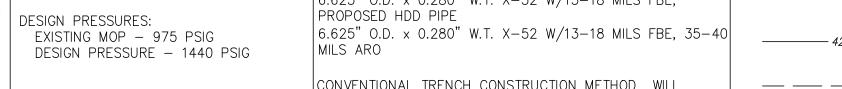


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REVISION NUMBER	DRAWN BY	DATE REVISED	CHECKED BY	PROJECT ENGINEER	APPROVED BY

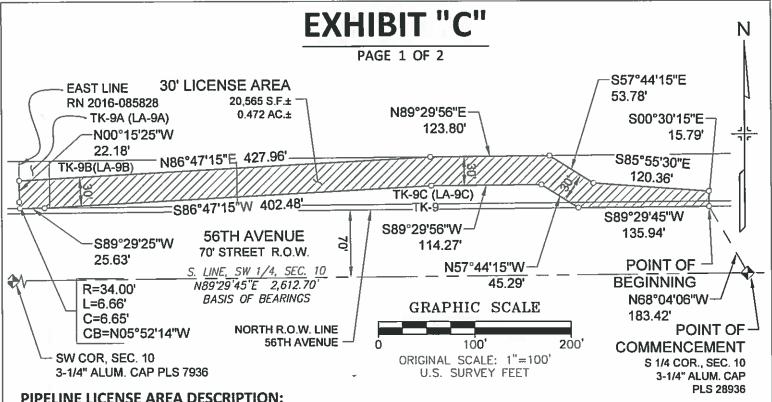
MAGELLAN MIDSTREAM PARTNERS, L P

MAGELLAN PIPELINE COMPANY, L.P. PROPOSED RELOCATION FOR 56th AVE. HDD DUPONT-FOUNTAIN 6" LINE ID 7165 **EROSION CONTROL PLAN SHEET 2**

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AWN	06/30/16	DRAWING NO.		
CKED Y	FGI	7165 (חי	44
JECT	K. SPARKS	⊤ 7165-CD-11 <u> </u>		



Engineers | Architects | Surveyors | Scientists



PIPELINE LICENSE AREA DESCRIPTION:

A THIRTY FOOT (30') WIDE LICENSE AREA OVER, ACROSS, UNDER AND THROUGH A PORTION OF ROW PARCELS TK-9 AND TK-9C(LA-9C) DESCRIBED IN RECEPTION NUMBER 2010-075691 AND **DEVELOPABLE PARCELS TK-9A** (LA-9A) AND TK-9B (LA-9B) DESCRIBED IN RECEPTION NUMBER 2010-075685 OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE; LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 68°04'06" WEST, A DISTANCE OF 183.42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 56TH AVENUE AND THE POINT OF BEGINNING:

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°29'45" WEST, A DISTANCE OF 135.94 FEET;

THENCE NORTH 57°44'15" WEST, A DISTANCE OF 45.29 FEET;

THENCE SOUTH 89°29'56" WEST, A DISTANCE OF 114.27 FEET;

THENCE SOUTH 86°47'15" WEST, A DISTANCE OF 402.48 FEET TO THE NORTH LINE OF SAID PARCEL TK-9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°29'25" WEST, A DISTANCE OF 25.63 FEET TO THE EAST LINE LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2016-085828;

THENCE NORTHERLY ALONG SAID EASTERLY LINE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 34.00 FEET AND A CENTRAL ANGLE OF 11°13'38", AN ARC DISTANCE OF 6.66 FEET, THE CHORD OF SAID CURVE BEARS NORTH 05°52'14" WEST, A DISTANCE OF 6.65 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 00°15'25" WEST, A DISTANCE OF 22.18 FEET;

THENCE NORTH 86°47'15" EAST, A DISTANCE OF 427.96 FEET TO THE NORTH LINE OF PARCEL TK-9C (LA-9C);

THENCE ALONG SAID NORTH LINE, NORTH 89°29'56" EAST, A DISTANCE OF 123.80 FEET;

THENCE SOUTH 57°44'15" EAST, A DISTANCE OF 53.78 FEET;

THENCE SOUTH 85°55'30" EAST, A DISTANCE OF 120.36 FEET;

THENCE SOUTH 00°30'15" EAST, A DISTANCE OF 15.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LICENSE AREA CONTAINS 20,565 SQ. FT. (0.472), MORE OR LESS.

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 IS ASSUMED TO BEAR N89°29'45"E AS SHOWN AND MONUMENTED HEREON

SURVEYOR'S CERTIFICATE:

I. ALAN WARNER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO HEREBY STATE THAT THIS PLAT AND THE SURVEY UPON WHICH IT WAS BASED WERE PERFORMED UNDER MY DIRECT SUPERVISION AND CHECKING.

ALAN WARNER, PLS 28668

FOR AND ON BEHALF OF FARNSWORTH GROUP. INC., 303-682-8838

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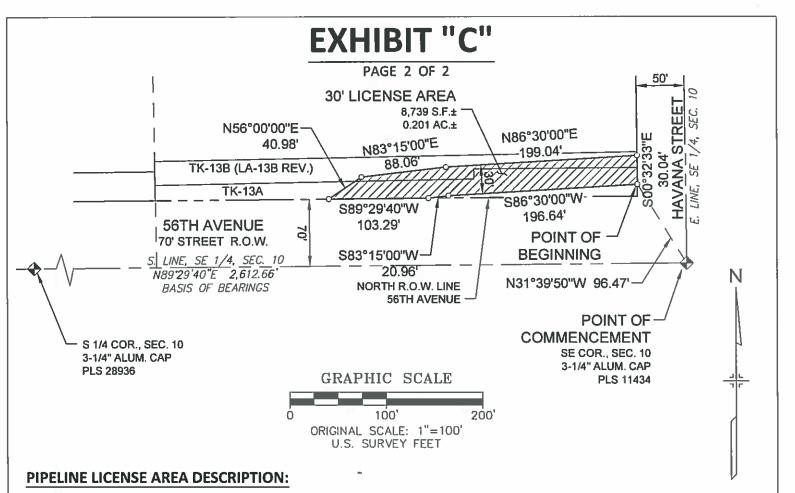
CITY AND COUNTY OF DENVER SW 1/4, SECTION 10 T. 3 S., R. 67 W., 6th P.M., CITY AND COUNTY OF DENVER, COLORADO DRAWN BY: CHECKED BY: SHEET:

AGW

12/28/16

QUAL LAND

JAN



A THIRTY FOOT (30') WIDE LICENSE AREA OVER, ACROSS, UNDER AND THROUGH A PORTION OF ROW PARCEL TK-13A DESCRIBED IN RECEPTION NUMBER 2010-075691 AND DEVELOPABLE PARCEL TK-13B (LA-13B REV.) DESCRIBED IN RECEPTION NUMBER 2010-075685 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE NORTH 31°39'50" WEST, A DISTANCE OF 96.47 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HAVANA STREET AND THE POINT OF BEGINNING:

THENCE SOUTH 86°30'00" WEST, A DISTANCE OF 196.64 FEET;

THENCE SOUTH 83°15'00" WEST, A DISTANCE OF 20.96 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 56TH AVENUE;

CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°29'40" WEST, A DISTANCE OF 103.29 FEET;

THENCE NORTH 56°00'00" EAST, A DISTANCE OF 40.98 FEET:

THENCE NORTH 83°15'00" EAST, A DISTANCE OF 88.06 FEET;

THENCE NORTH 86°30'00" EAST, A DISTANCE OF 199.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HAVANA STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°32'33" EAST, A DISTANCE OF 30.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LICENSE AREA CONTAINS 8,739 SQ. FT. (0.201), MORE OR LESS.

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 IS ASSUMED TO BEAR N89°29'40"E AS SHOWN AND MONUMENTED HEREON

SURVEYOR'S CERTIFICATE:

I, ALAN WARNER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO HEREBY STATE THAT THIS PLAT AND THE SURVEY UPON WHICH IT WAS BASED WERE PERFORMED UNDER MY DIRECT SUPERVISION AND CHECKING.

ALAN WARNER, PLS 28668 FOR AND ON BEHALF OF FARNSWORTH GROUP. INC., 303-682-8838

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Farnsworth GROUP

Engineers | Architects | Sur

SE 1/4, SECTION 10 T. 3 S., R. 67 W., 6th P.M., CITY AND COUNTY OF DENVER, COLORADO DRAWN BY

5613 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE, CO. 80111 (303) 692-8838 / info@f w.com

CHECKED BY: AGW

CITY AND COUNTY OF DENVER

SHEET: JAN.

/COUNTY: DENVER EXHIBIT DATE: SCALE: 12/28/2016 1"=100'

STATE: COLORADO A.F.E. NO. P4024 DWG NO.