

15 When recorded return to:

Attn: Mike Serra, III  
3855 Lewiston, Suite 100  
Aurora, Colorado 80011

RECORDED AS RECEIVED

## RELEASE OF EASEMENTS

**THIS RELEASE OF EASEMENT** is made and executed on this 17 day of June, 2009 by Colorado Interstate Gas Company (the "Company") and (Gateway Industrial Eight, LLC, Gateway Industrial Fourteen, LLC, Gateway Industrial Fifteen, LLC, Gateway East Industrial, LLC, Gateway East Retail, LLC, ADC Frontage, LLC, ADC Industrial, LLC, ADC Tower, LLC, Quarry Assets, LLC, Quarry Amenities, LLC, Quarry Business Park, LLC, and Quarry Retail, LLC herein referred to as ("Owners").

### WITNESSETH:

**WHEREAS**, the Company acquired various rights-of-way and easements on record in the Office of the Adams County, Colorado Clerk and Recorder in Book 4952 at Page 886; in Book 4812 at Page 974; in Book 5869 at Page 757; in Book 570 at Page 458; Book 5001, at Page 465 and, in Book 809 at Page 219 (collectively "Easements") and attached as **Exhibit "A"**; and

**WHEREAS**, the Company has determined that the Easements are no longer useful or required for the operations of the Company and Company has received approval from the Federal Energy Regulatory Commission ("FERC") on August 26, 2008 to abandon its pipeline in place per Docket CP08-424-000. The Company now desires to abandon the pipeline and release the Easements.

**NOW THEREFORE**, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, The Company and Gateway agree as follows:

**COMPANY COVENANT.** The Company hereby represents and warrants that it, to the best of its knowledge, has not caused any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easements or any improvements therein. The Company further represents and warrants that leaving the high pressure gas line in its present location and condition in the easement area presents no threat or hazard to the public health, safety and welfare of persons. "Hazardous Materials" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.

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When recorded return to:  
Attn: Mike Serra, III  
3855 Lewiston, Suite 100  
Aurora, Colorado 80011



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Page: 1 of 44  
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City & County Of Denver

REL

R276.00

D0.00

## RELEASE OF EASEMENTS

**THIS RELEASE OF EASEMENT** is made and executed on this 17 day of June, 2009 by Colorado Interstate Gas Company (the "Company") and (Gateway Industrial Eight, LLC, Gateway Industrial Fourteen, LLC, Gateway Industrial Fifteen, LLC, Gateway East Industrial, LLC, Gateway East Retail, LLC, ADC Frontage, LLC, ADC Industrial, LLC, ADC Tower, LLC, Quarry Assets, LLC, Quarry Amenities, LLC, Quarry Business Park, LLC, and Quarry Retail, LLC herein referred to as ("Owners").

### WITNESSETH:

**WHEREAS**, the Company acquired various rights-of-way and easements on record in the Office of the Adams County, Colorado Clerk and Recorder in Book 4952 at Page 886; in Book 4812 at Page 974; in Book 5869 at Page 757; in Book 570 at Page 458; Book 5001, at Page 465 and, in Book 809 at Page 219 (collectively "Easements") and attached as **Exhibit "A"**; and

**WHEREAS**, the Company has determined that the Easements are no longer useful or required for the operations of the Company and Company has received approval from the Federal Energy Regulatory Commission ("FERC") on August 26, 2008 to abandon its pipeline in place per Docket CP08-424-000. The Company now desires to abandon the pipeline and release the Easements.

**NOW THEREFORE**, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, The Company and Gateway agree as follows:

**COMPANY COVENANT.** The Company hereby represents and warrants that it, to the best of its knowledge, has not caused any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easements or any improvements therein. The Company further represents and warrants that leaving the high pressure gas line in its present location and condition in the easement area presents no threat or hazard to the public health, safety and welfare of persons. "Hazardous Materials" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.

Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

**RELEASE OF EASEMENT.** The Company forever releases all of its right, title and interest in and to the Easements and relinquishes any and all right, title and interest in and to any pipes, conduits, improvements or appurtenances within the Easements, to and in favor of the present owner(s) of the property on which the Easements are located, effective upon the recording of this Release of Easements.

**INDEMNIFICATION.** The Company, its successors and assigns, shall defend, indemnify and hold Gateway Industrial Eight, LLC, Gateway Industrial Fourteen, LLC, Gateway Industrial Fifteen, LLC, Gateway East Industrial, LLC, Gateway East Retail, LLC, ADC Frontage, LLC, ADC Industrial, LLC, ADC Tower, LLC, Quarry Assets, LLC, Quarry Amenities, LLC, Quarry Business Park, LLC, and Quarry Retail, LLC, their successors and assigns, harmless from, for and against any and all loss, liability, damage, expense and cost, including reasonable attorneys' fees, arising from any allegations or claims surrounding the representations and warranties expressed herein and/or the negligent acts or omissions of the Company, its agents, employees, guests and contractors.

**PERMISSION.** Company has permission from Owners, their successors and assigns, to enter upon those portions of said lands described in above mentioned easements where the high pressure gas line was abandoned in place for the purposes of maintaining the pipeline markers and identifying the pipeline location to facilitate the Colorado One Call ticket requests.

**IN WITNESS WHEREOF,** the Company has caused this Release of Easements to be executed in its name on the day and year first above written.

Colorado Interstate Gas Company

By: Rolando I. Trevino

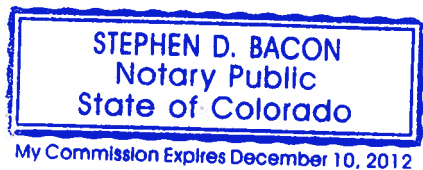
Name: Rolando I. Trevino

Title: Attorney in Fact.

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June,  
2009, by Rolando J. Trevino as its Attorney-In-Fact of Colorado Interstate Gas.

Witness my hand and official seal.



Stephen D. Bacon  
Notary

My Commission Expires: \_\_\_\_\_

Gateway Industrial Eight, LLC

By: [Signature]

Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of Gateway Industrial Eight, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

Gateway Industrial Fourteen, LLC

By: [Signature]

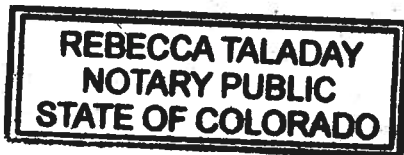
Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of Gateway Industrial Fourteen, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

By: [Signature]

Title: Authorized Signatory

**REBECCA TALADAY  
NOTARY PUBLIC  
STATE OF COLORADO**

  
Notary

My Commission Expires: 06/25/2011

Gateway East Industrial, LLC

By: [Signature]

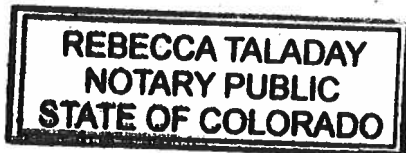
Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of Gateway East Industrial, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011  
RT



Gateway East Retail, LLC

By: [Signature]

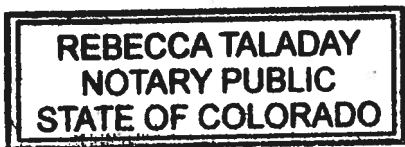
Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of Gateway East Retail, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

ADC Frontage, LLC

By: [Signature]

Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June,  
2009, by Brian D. Pauls as Authorized Signatory of ADC Frontage, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

By: [Signature]

Name: Brian O. Pauls

Title: Authorized Signatory

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of ADC Industrial, LLC.

Notary



My Commission Expires: 06/25/2011

ADC Tower, LLC

By: [Signature]

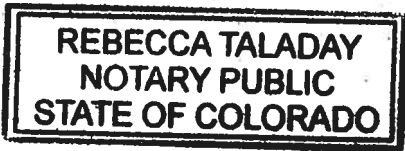
Name: Brian D Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D Pauls as Authorized Signatory of ADC Tower, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

Quarry Assets, LLC

By: [Signature]

Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of Quarry Assts, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

Quarry Amenities, LLC

By: [Signature]

Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June,  
2009, by Brian D. Pauls as Authorized Signatory of Quarry Amenities, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

Quarry Business Park, LLC

By: [Signature]

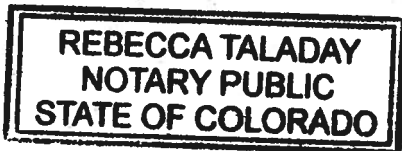
Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Brian D. Pauls as Authorized Signatory of Quarry Business Park, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011

Quarry Retail, LLC

By: [Signature]

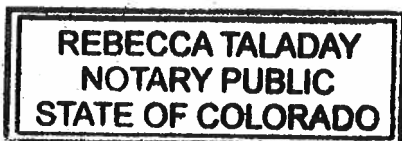
Name: Brian D. Pauls

Title: Authorized Signatory

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Adams                    )

The foregoing instrument was acknowledged before me this 17 day of June,  
2009, by Brian D. Pauls as Authorized Signatory of Quarry Retail, LLC.

Witness my hand and official seal.



[Signature]  
Notary

My Commission Expires: 06/25/2011



# **EXHIBIT “A”**

**GRANT OF EASEMENT  
(REPLACEMENT)**

STATE OF COLORADO )  
 )  
COUNTY OF ADAMS )

ADAMS CO  
ROBERT SACK  
21.00 DOC FEE: 0.00  
BK: 4952 PG: 0886-0889  
3/06/97 10:09:35  
C0259682

THAT the undersigned, ("Owner"), whether one or more, for and in consideration of the sum of ten dollars and no/100 (\$10.00), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto COLORADO INTERSTATE GAS COMPANY, a Delaware corporation, its successors and assigns ("Company"), a non-exclusive easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing natural gas pipelines (with fittings, tie-overs, cathodic protection equipment, fiber optics or other communication cable, and all appliances appurtenant thereto) for the transportation of natural gas under and across the lands of Owner, situate in the County of Adams, State of Colorado, as described in **EXHIBIT A**.

**THIS DOCUMENT REPLACES THE GRANT OF EASEMENT DATED APRIL 28, 1996, RECORDED AT BOOK 4812, PAGE 0974-0977, RECEPTION NO. CO201843, RECORDS OF ADAMS COUNTY, COLORADO, AND COMPANY HEREBY SURRENDERS, RELINQUISHES, RELEASES, VACATES, AND FOREVER, QUIT CLAIMS, GRANTS, BARGAINS, SELLS AND CONVEYS UNTO OWNER SAID GRANT OF EASEMENT.**

Company shall bury the top of its pipe at least 60 inches below the surface of finish grade or 18 inches below the bottom of existing or proposed utilities whichever is greater based upon the utility information provided by owner before installation of pipe. Finish grade will be the grade existing as of date of CIG's final cleanup after installation of pipe by Company. Company will mark the location of the pipeline in a manner consistent with Owner's landscape plans.

The Owner, its successors, heirs or assigns, reserves all oil, gas, minerals and water on and under said lands. Company shall have the right of ingress and egress via publicly dedicated roadways along said pipelines.

Owner shall have the right to use said lands in any manner whatsoever that is not inconsistent with the rights granted to the Company hereunder.

Except to the extent of the negligence or other fault of Owner, its successors, heirs, assigns, agents or contractors, Company agrees to the following: 1) pay for damages to landscaping, streets, and curbs or any other damage whatsoever which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline, 2) indemnify and forever hold harmless the Owner against each and every claim, demand or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said pipeline.

Should Company, its successors or assigns, cease to operate said pipeline or should Company abandon the use and operation of said pipeline upon, under, and across the aforesaid lands, and such abandonment shall be for a continuous period of two (2) years, all rights and the easement herein granted with respect to such line shall, ipso facto, cease and terminate. In the event of termination of this easement, the Company, its successors or assigns shall furnish a written release in recordable form to Owner.

TO HAVE AND TO HOLD said non-exclusive easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this non-exclusive easement grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 1<sup>st</sup> day of MARCH, 1997.

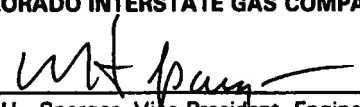
**GATEWAY PARK III, LLC, a Colorado  
limited liability company**

By: Its Managing Member, **GATEWAY  
BUSINESS PARK, LLC, a Colorado Limited  
liability company**

By:

  
**PAUL W. POWERS**  
Authorized Signatory

**COLORADO INTERSTATE GAS COMPANY**

  
W. H. Sparger, Vice President, Engineering

DkB

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of MARCH, 1997, by Paul W. Powers, the Authorized Signatory of Gateway Business Park, LLC, a Colorado limited liability company, as Managing Member of Gateway Park III, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my hand and official seal.

My commission expires: 11-17-98



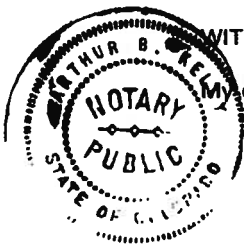
Karen N. Koselak  
Notary Public  
15200 E. 33<sup>rd</sup> A., SUITE G  
Aurora, CO 80011  
Address

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 1997, by W. H. Sparger, the Vice President, Engineering of Colorado Interstate Gas Company, a Delaware corporation, on behalf of the company.

WITNESS my hand and official seal.

My commission expires: 4-8-99



Arthur B. Kelly  
Notary Public  
P.O. Box 1087  
Colorado Springs, CO 80944  
Address

**COLORADO INTERSTATE GAS COMPANY  
RS-COLORADO MAIN LINE RELOCATION - GATEWAY PARK  
NE/4 SECTION 29-3S-66W  
ADAMS COUNTY, COLORADO**

**"EXHIBIT A"**

An easement, 50, 30 and 15 feet in width, over and across a portion of the Northeast Quarter (NE¼) of Section Twenty-nine (29), Township Three (3) South, Range Sixty-six (66) West, of the Sixth Principal Meridian, Adams County, Colorado, being 25 feet, 15 feet and 7.5 feet on either side of the following described centerline:

Commencing at the Center one-quarter corner of said Section 29-3S-66W, Adams County, Colorado, Thence, North 00°08'08" East a distance of 60 feet to the True Point of Beginning; Thence the following six (6) courses along the centerline of said 50.00 foot wide easement:

1. Thence, North 89°53'20" East a distance of 314.19 feet to a point;
2. Thence, North 86°04'29" East a distance of 81.01 feet to a point;
3. Thence, North 00°08'08" East a distance of 261.10 feet to a point;
4. Thence, North 05°50'46" East a distance of 50.25 feet to a point;
5. Thence, North 00°08'08" East a distance of 228.54 feet to the point of intersection with the north property line of Lot 1, Block 1, whence the Northwest corner bears South 89°53'20" West a distance of 400.00;
6. Thence, continuing North 00°08'08" East a distance of 126.25 feet to a point;

Thence the following course along the centerline of said 30.00 foot wide easement:

1. Thence North 52°35'50" East a distance of 22.07 feet to a point 7.50 feet west of the west right-of-way line of Lewiston Street;

Thence the following two (2) courses along the centerline of said 15.00 foot wide easement:

1. Thence North 00°08'08" East, 7.50 feet west of and parallel with the west right-of-way line of said Lewiston Street, a distance of 288.67 feet;
2. Thence North 89°53'20" East, 7.50 feet north of and parallel with the north right-of-way line of said 33rd Drive, a distance of 732.50 feet;

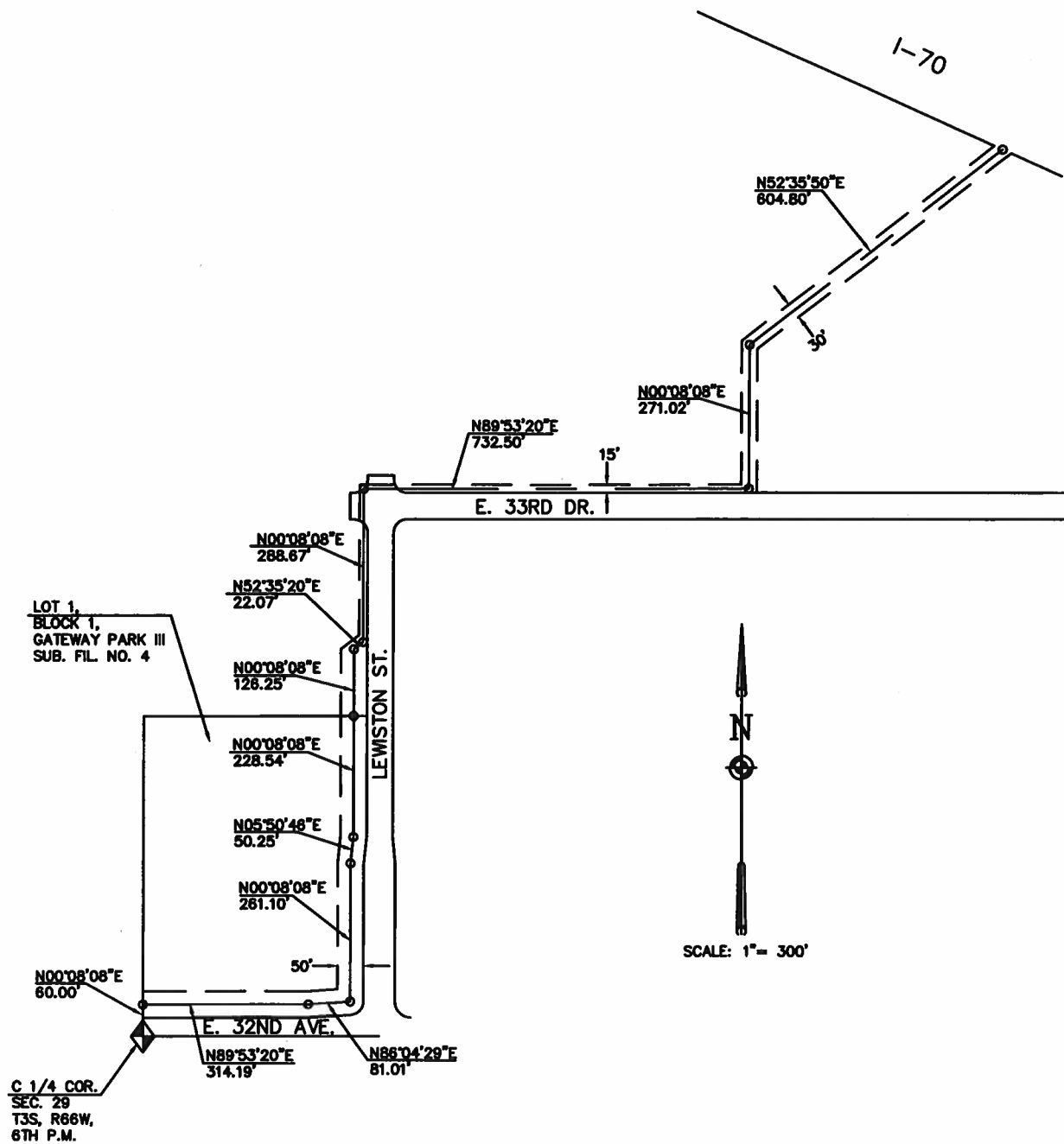
Thence the following two (2) courses along the centerline of said 30.00 foot wide easement:

1. Thence North 00°08'08" East a distance of 271.02 feet;
2. Thence North 52°35'50" East a distance of 604.80 feet to the terminus of the southerly right-of-way line of I-70

**Basis of Bearing**

Assumed along the south line of the NE¼ of Section 29, between the C¼ corner, being a 3" C.O.A. brass cap in range box, PLS 16419, and the E¼ corner, being a 2" aluminum cap in range box, PLS 10945. South 89°53'20" East 2624.26'

EXHIBIT  
 COLORADO INTERSTATE GAS COMPANY  
 RS-COLORADO MAIN LINE RELOCATION - GATEWAY PARK



PREPARED BY:  
 C. R. MOORE LAND SURVEYING  
 P. O. BOX 5153  
 ARVADA, CO. 80005  
 303-422-1918

RECEPTION NO. C0201843

21.00

BK: 4812

PG: 0974-0977

2LW ROBERT SACK, ADAMS COUNTY, COLORADO

8/08/96 10:36:04

## GRANT OF EASEMENT

STATE OF COLORADO )

)

COUNTY OF ADAMS )

2

THAT the undersigned, ("Owner"), whether one of more, for and in consideration of the sum of ten dollars and no/100 (\$10.00), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto COLORADO INTERSTATE GAS COMPANY, a Delaware corporation, its successors and assigns ("Company"), a non-exclusive easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing natural gas pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of natural gas under and across the lands of Owner, situate in the County of Adams, State of Colorado described in **EXHIBIT A**.

Company shall bury the top of its pipe at least 60 inches below the surface of finish grades as provided by owner and clearly mark the location of the pipeline in a manner consistent with owner's landscape plans.

The Owner, its successors, heirs or assigns, reserves all oil, gas, minerals and water on and under said lands. Company shall have the right of ingress and egress via publicly dedicated roadways along said pipelines.

Owner shall have the right to use said lands in any manner whatsoever that is not inconsistent with the rights granted to the Company hereunder.

Company, by the acceptance hereof, agrees to pay for damages to landscaping, streets, and curbs or any other damage whatsoever which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines. Company covenants and agrees to indemnify and forever hold harmless the Owner against each and every claim, demand or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said pipeline.

Should Company, its successors or assigns, cease to operate said pipeline or should Company abandon the use and operation of said pipeline upon, under, and across the aforesaid lands, and such abandonment shall be for a continuous period of three (3) months, all rights and the easement herein granted with respect to such line shall, ipso facto, cease and terminate. In the event of termination of this easement, the Company, its successors or assigns shall furnish a written release in recordable form to Owner.

TO HAVE AND TO HOLD said non-exclusive easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this non-exclusive easement grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 28<sup>th</sup> day of April, 1996.

GATEWAY PARK III, LLC, a Colorado  
limited liability company

By: Its Managing Member, GATEWAY  
BUSINESS PARK, LLC, a Colorado limited  
liability company

By: Its Manager, PAULS REAL ESTATE  
DEVELOPMENT, LLC, a Colorado limited  
liability company

By: Its Manager, PAULS REAL ESTATE,  
LLC, a Colorado limited liability company

By:   
PAUL W. POWERS  
President and Authorized Signatory



## LEGAL DESCRIPTION

AN EASEMENT, 15.00 AND 30.00 FEET IN WIDTH, OVER AND ACROSS A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING 7.50 FEET AND 15.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 29; THENCE NORTH 00°08'08" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 A DISTANCE OF 425.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING COURSE ALONG THE CENTERLINE OF SAID 30.00 FOOT WIDE EASEMENT:

1. THENCE NORTH 52°35'50" EAST A DISTANCE OF 526.51 FEET TO A POINT 7.50 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF LEWISTON STREET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE CENTERLINE OF SAID 15.00 FOOT WIDE EASEMENT:

1. THENCE NORTH 00°08'08" EAST, 7.50 FEET WEST OF PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID LEWISTON STREET A DISTANCE OF 288.67 FEET;
2. THENCE NORTH 89°53'20" EAST, 7.50 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF 33RD DRIVE A DISTANCE OF 732.50 FEET;

THENCE THE FOLLOWING TWO COURSES ALONG THE CENTERLINE OF SAID 30.00 FOOT WIDE EASEMENT:

1. THENCE NORTH 00°08'08" EAST A DISTANCE OF 271.02 FEET;
2. THENCE NORTH 52°35'50" EAST A DISTANCE OF 604.80 FEET TO THE POINT OF TERMINUS ON THE SOUTHERLY RIGHT-OF-WAY LINE OF I-70.

BASIS OF BEARINGS - ASSUMED ALONG THE SOUTH LINE OF THE NE 1/4 SEC. 29 BETWEEN THE C 1/4 COR., BEING A 3" C.O.A. BRASS CAP IN RANGE BOX, PLS 16419, AND THE E 1/4 COR., BEING A 2" ALUM. CAP IN RANGE BOX, PLS 10945. S 89°53'20" E 2624.26'

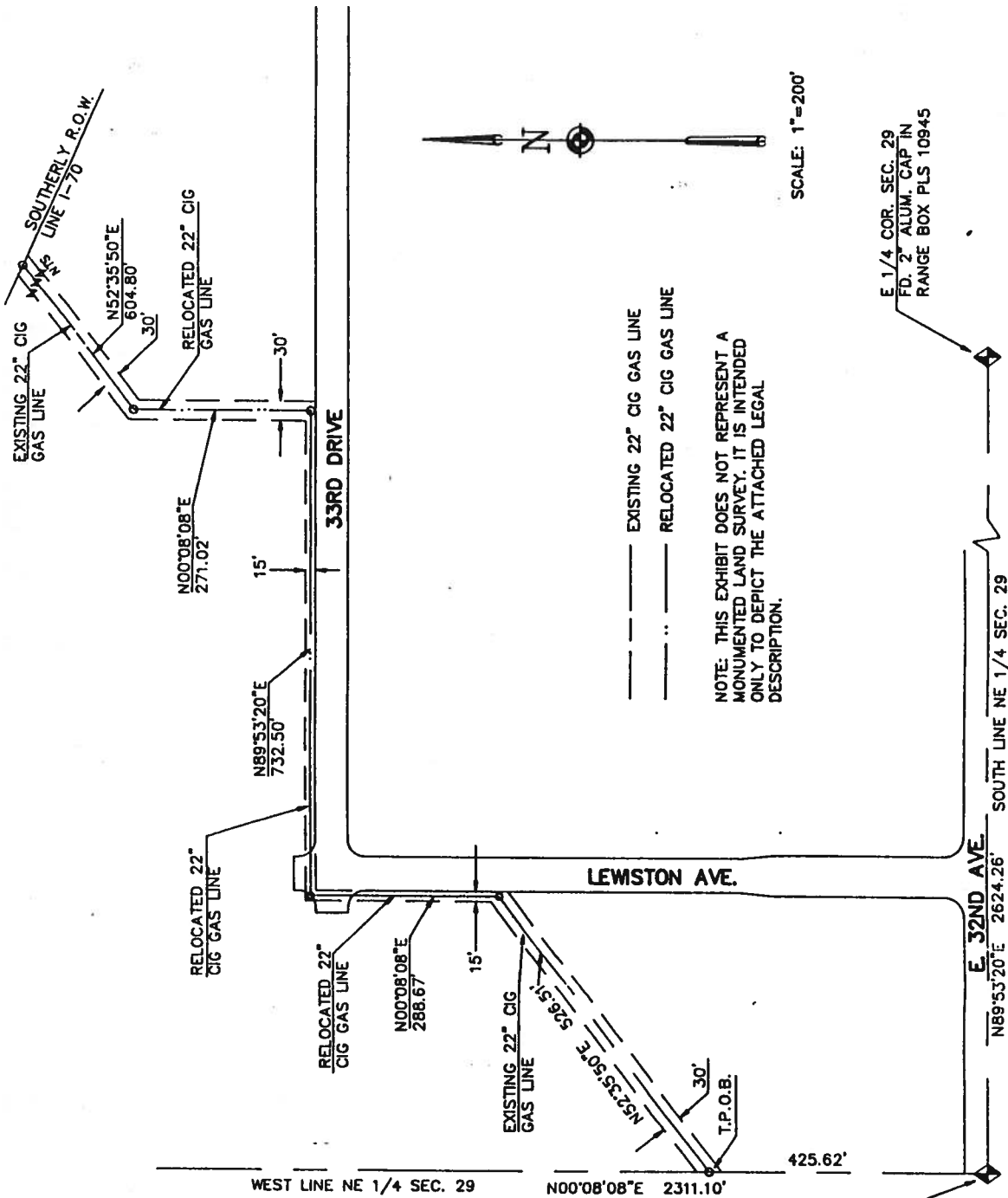
PREPARED BY:  
C. R. MOORE LAND SURVEYING  
P. O. BOX 5153  
ARVADA, CO. 80005  
303-422-1918

DATED: APRIL 26, 1996  
FILE: CIG.WPD



# EXHIBIT

## 15' & 30' COLORADO INTERSTATE GAS COMPANY EASEMENT



SCALE: 1"=200'

--- EXISTING 22" CIG GAS LINE  
 --- RELOCATED 22" CIG GAS LINE

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

LAIRY

EASEMENT

C0584031  
8/26/99 16:26:18  
BK: 5869 PG: 0757-0764  
40.00 DOC FEE: 0.00  
CAROL SNYDER  
ADAMS CO

STATE OF COLORADO )  
COUNTIES OF ADAMS and DENVER )

THAT the undersigned, ("Owner"), whether one or more, for and in consideration of the sum of ten dollars and no/100 (\$10.00), in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto COLORADO INTERSTATE GAS COMPANY, a Delaware corporation, its successors, and assigns ("Company"), a non-exclusive easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing natural gas pipelines (with fittings, tie-overs, cathodic protection equipment, fiber optics or other communication cable, and other appurtenant facilities) for the transportation of natural gas under and across the lands of Owner, situate in the County of Adams and the City and County of Denver, State of Colorado, as described in Exhibit A.

Company shall bury the top of its pipeline at least ten feet below the surface of finish grade, except that where the pipeline crosses the right-of-way for 40th Avenue or Salida Street the pipeline shall be buried at least twelve (12) feet below the surface of finish grade or eighteen (18) inches below the bottom of existing or proposed utilities, whichever is greater, based upon the utility information provided by Owner before installation of Company's gas pipeline. Company will mark the location of the pipeline in a manner consistent with Owner's landscape and final grading plans. Company will place the pipeline horizontally within the easement as shown on the attached Exhibit B based upon construction staking provided by Owner, and Company and Owner will field verify said placement.

Owner, its successors, heirs or assigns, reserves all oil, gas, minerals and water on and under said lands. Company shall have the right of ingress and egress via publicly dedicated roadways along said pipelines.

Owner or its successors and assigns shall have the right to use said lands in any manner whatsoever that does not interfere with the rights granted to the Company hereunder including, but not limited to, the construction of, within the dedicated right-of-way of 40th Avenue and Salida Street, concrete or asphalt roadways, curb, gutter and sidewalk, potable water lines, reuse water lines, sanitary sewer lines, storm sewer lines, irrigation lines, communication cables, electrical power lines, natural gas lines and appurtenances thereto. Any of the above listed utilities must be vertically separated from Company's pipeline facilities by, at minimum, eighteen (18) inches, and horizontally separated from Company's facilities by, at minimum, five (5) feet. To the extent practicable, all crossings by the above-listed utilities of Company's pipeline within the road right-of-way will be perpendicular to Company's pipeline.

To the extent caused by the negligence or other fault of Company, its successors, heirs, assigns, agents, or contractors, Company agrees to the following: 1) pay for damages to landscaping, streets, curbs or any other damage whatsoever which may arise from laying, constructing, maintaining, operating, repairing, replacing, or removing Company's pipeline, 2) indemnify and forever hold harmless the Owner against each and every claim, demand or cause of action that may be made or come against Owner by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said pipeline.

To the extent caused by the negligence or other fault of Owner, its successors, heirs, assigns, agents, or contractors, Owner agrees to the following: 1) pay for damages to Company's facilities or any other damage whatsoever which may arise from the construction, maintenance, operation, repair, replacement or removal of landscaping, streets, curbs or any other facilities by or on behalf of Owner, 2) indemnify and forever hold harmless the Company against each and every claim, demand or cause of action that may

be made or come against Company by reason or in any way arising out of any defect, imperfection, operation, maintenance or construction of said landscaping, streets, curbs or other facilities.

The term of this easement shall be perpetual. However, should Company, its successors or assigns, cease to operate said pipeline or should Company abandon the use and operation of said pipeline upon, under, and across the aforesaid lands, and such abandonment shall be for a continuous period of two (2) years, all rights and obligations and the easement herein granted with respect to such pipeline shall, ipso facto, cease and terminate. In the event of termination of this easement, the Company, its successors or assigns, shall furnish a written release in recordable form to Owner.

Owner hereby binds itself, its successors, and assigns, to warrant and forever defend all and singular said easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TO HAVE AND TO HOLD said non-exclusive easement unto said Company, its successors and assigns, forever (except as set forth herein.)

Executed this 25<sup>th</sup> day of August, 1999.

GATEWAY ASSETS, LLC  
By: Gateway Business Park, LLC  
Managing Member

By: [Signature]  
Paul W. Howers  
President and Authorized Signatory

COLORADO INTERSTATE GAS COMPANY

By: [Signature]  
W.H. Sparger  
Vice President

Approved By: [Signature]  
Legal

FER KAT

STATE OF COLORADO )  
COUNTY OF Adams ) SS  
)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August 1999, by Paul W. Powers, the President and Authorized Signatory of Gateway Assets, LLC, a Colorado limited liability company, as Managing Member of Gateway Business Park, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my hand and official seal.

My commission expires 25 February 2002

JANET L. W. BRADBURY  
Notary Public  
State of Colorado  
My Commission Expires Feb. 25, 2002

[Signature]  
Notary Public  
8360 LEWIS ST #100  
Denver CO 80014  
Address

STATE OF COLORADO )  
COUNTY OF EL PASO ) SS  
)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August 1999, by W.H. Sparger, Vice President of Colorado Interstate Gas Company, a Delaware corporation, on behalf of the company.

WITNESS my hand and official seal.

My commission expires 4/08/2003



[Signature]  
Notary Public  
P.O. Box 1087  
Colorado Springs, CO 80944  
Address

## EXHIBIT A

### LEGAL DESCRIPTION - CIG GAS LINE EASEMENT

AN EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER AND CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 21; THENCE SOUTH 89°55'06" EAST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 21 A DISTANCE OF 984.20 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PENA BOULEVARD AS DESCRIBED BY DEED RECORDED IN BOOK 3896 AT PAGE 549 OF SAID ADAMS COUNTY RECORDS; THENCE SOUTH 00°13'04" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID PENA BOULEVARD A DISTANCE OF 747.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°55'06" EAST A DISTANCE OF 1131.51 FEET; THENCE NORTH 00°04'54" EAST A DISTANCE OF 97.04 FEET; THENCE NORTH 04°22'15" EAST A DISTANCE OF 200.56 FEET; THENCE NORTH 00°04'54" EAST A DISTANCE OF 559.56 FEET TO A POINT OF INTERSECTION ON THE EXISTING COLORADO INTERSTATE GAS LINE (CIG) AS DEFINED IN THE BLANKET EASEMENT RECORDED IN BOOK 570 AT PAGE 458 OF SAID ADAMS COUNTY RECORDS, THE WIDTH OF SAID EASEMENT IS NOT DEFINED; THENCE NORTH 52°31'29" EAST ALONG SAID EXISTING CIG GAS LINE A DISTANCE OF 50.46 FEET; THENCE SOUTH 00°04'54" WEST A DISTANCE OF 591.82 FEET; THENCE SOUTH 04°22'15" WEST A DISTANCE OF 200.56 FEET; THENCE SOUTH 00°04'54" WEST A DISTANCE OF 145.54 FEET; THENCE NORTH 89°55'06" WEST A DISTANCE OF 1171.62 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID PENA BOULEVARD; THENCE NORTH 00°13'04" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID PENA BOULEVARD A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

PREPARED AUGUST 17, 1999  
C. R. MOORE LAND SURVEYING  
P. O. BOX 745153  
ARVADA, CO. 80006-5153  
303-422-1918

RTDPLAT.WPD(NEW CIG EASEMENT)

**EXHIBIT A**

**PENA BOULEVARD**  
BOOK 3896 PAGE 549

**CITY AND COUNTY OF DENVER**  
NORTH LINE S 1/2 SW 1/4 SEC. 21  
SW 1/4 SEC. 21  
T3S, R66W, 6TH P.M.  
FOUND 3 1/4" ALUM.  
CAP PLS 23524  
IN RANGE BOX

**CITY OF AURORA, ADAMS COUNTY**  
40TH AVENUE

**INTERSECTION WITH EXISTING CIG GAS LINE**

**PROPOSED SALIDA ST.**

**EAST R.O.W. LINE PENA BLVD.**

**CENTERLINE CIG GAS LINE**

**CIG GAS LINE EASEMENT**

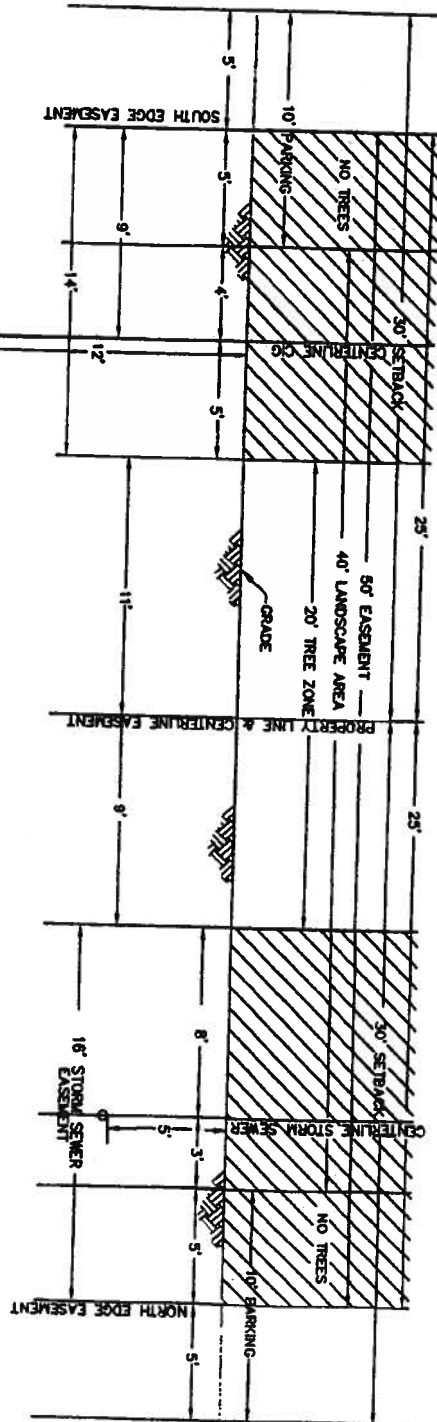
**SCALE: 1" = 200'**  
RTD/CJ/DWG  
AUGUST 23, 1999  
CIG = COLORADO INTERSTATE GAS COMPANY

**NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.**

**NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.**

SCALE: 1" = 200'  
RTDQ:G.DWC  
AUGUST 23, 1999

# EXHIBIT B



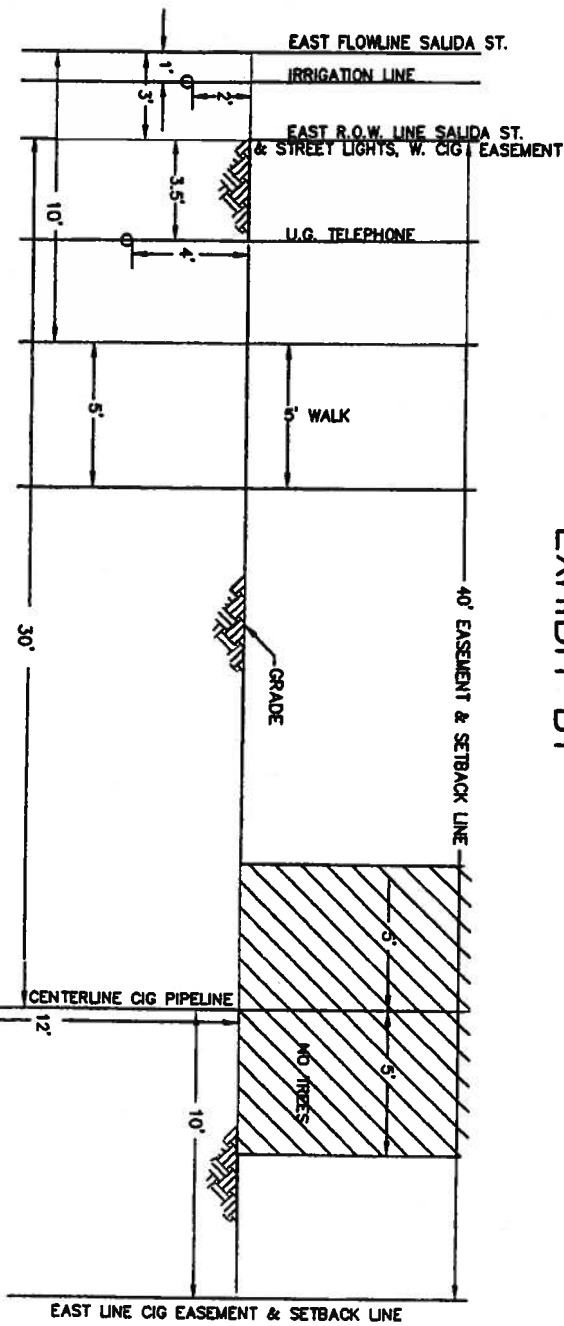
LINE ASSIGNMENTS RTD/ASSETS P/L  
 NOTE: NO STRUCTURE SHALL BE CONSTRUCTED  
 CLOSER THAN 20' TO THE CENTERLINE OF  
 OF THE CIG GAS LINE.

SCALE: 1"= 5'  
 PROJ.DWG  
 AUG. 17, 1999



# EXHIBIT B1

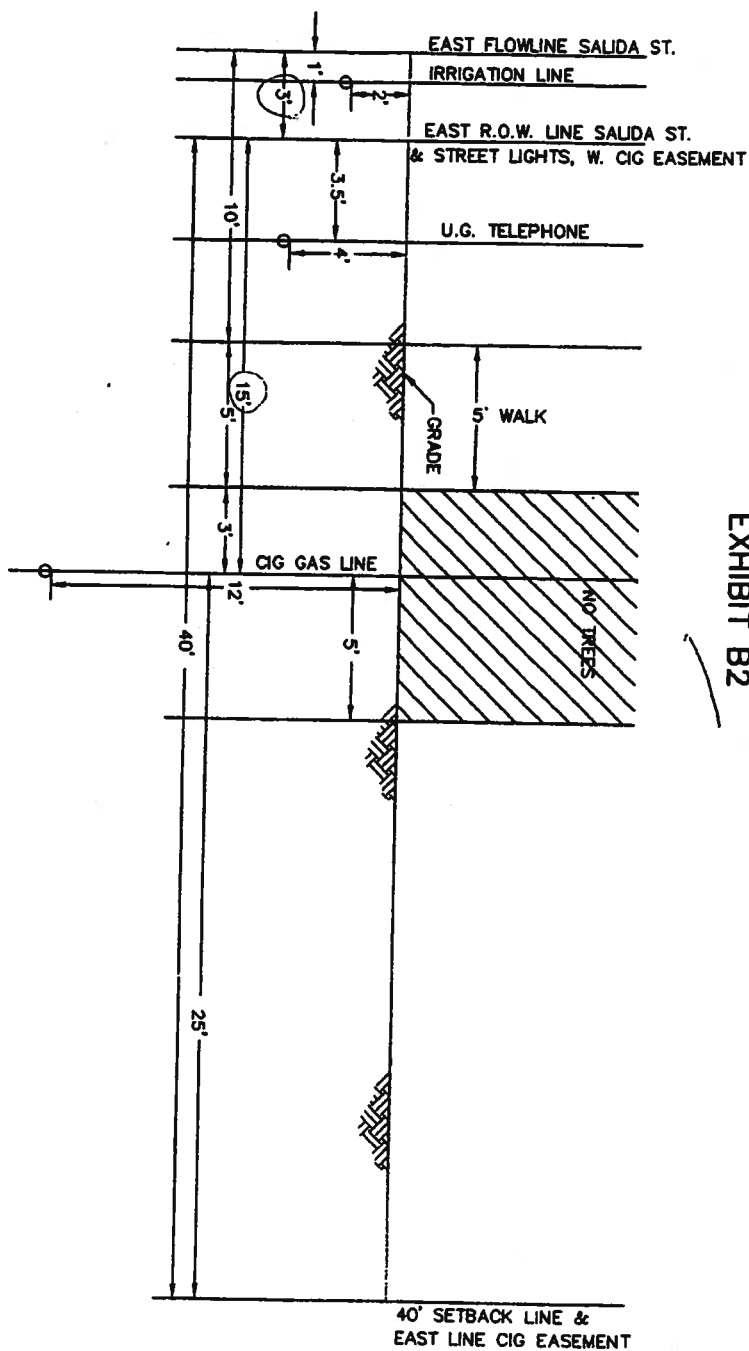
LINE ASSIGNMENT EAST OF SALDA STREET.  
 NOTE: PSCO UTILITIES WILL BE LOCATED ON  
 WEST SIDE OF SALDA ST.  
 NO STRUCTURE SHALL BE CONSTRUCTED  
 CLOSER THAN 20' TO THE CENTERLINE  
 OF THE CIG GAS LINE.



SCALE: 1" = 5'  
 PRODWG  
 AUG. 23, 1999

7.4

# EXHIBIT B2



LINE ASSIGNMENTS  
 NOTE: PCSO UTILITIES WILL BE LOCATED ON  
 WEST SIDE OF SALIDA ST.  
 NO STRUCTURE SHALL BE CONSTRUCTED  
 CLOSER THAN 20' TO THE CENTERLINE  
 OF THE CIG GAS LINE.

C. R. MOORE LAND SURVEYING  
 P. O. BOX 745153  
 ARVADA, CO. 80006-5153  
 303-422-1918

SCALE: 1" = 5'  
 PRO.DWG  
 AUGUST 23, 1999

1/4"

SEP 23 1955

at 8:54 clock A.M.

Record

CLYDE L. MILLER, Record

12

Book 570 Page 458

RIGHT OF WAY AGREEMENT

STATE OF Colorado

CO 13219

COUNTY OF Adams

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned ( hereinafter called OWNER, whether one or more ), for and in consideration of the sum of Three Hundred Four and 50/100 ----- (\$ 304.50 ) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto COLORADO INTERSTATE GAS COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called COMPANY), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances, along routes convenient for Company's operations under, over and across the lands of Owner, situate in the County of Adams, State of Colorado described as follows:

Northwest Quarter (Nw 1/4) Section 28, Township 3 South, Range 66 West and West Half (W 1/2) Section 21, Township 3 South, Range 66 West.

Company shall bury the top of its pipe at least 48 inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands.

Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines.

Any payment hereunder may be made or mailed to Owner or to \_\_\_\_\_, who is hereby appointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for the undersigned, in their names, places and stead, to ask, demand, collect, recover and receive any and all sum or sums of money for damages payable or to become payable hereafter under any of the terms of this agreement, and to execute any and all receipts and releases which, in said attorney's judgment, may be necessary or proper, as fully as the undersigned might or could do if personally present. In the event of said attorney's death, or if said attorney should become incapacitated and/or unable to serve, the undersigned hereby appoints \_\_\_\_\_ in said attorney's place and stead with all of the privileges and powers granted above.

There is also hereby granted the right to lay, construct, maintain, operate, repair, replace and remove, in the same manner and with the same rights provided above, additional lines of pipe, but for each additional line laid, Company, its successors or assigns, shall pay Owner, or his agent designated above, One Dollar and fifty cents per lineal rod of pipeline before commencing the construction of any such additional line. As provided above, Company further agrees to pay damages for each additional line laid.

TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 22 day of AUG, 19 55

WITNESS:

*[Signature]*

*Bertha M. Hopkins*  
Bertha M. Hopkins  
*Halter S. Hopkins*

MICROFILMED

STATE OF Colorado )  
 ) ss;  
COUNTY OF Adams )

BOOK 570 PAGE 439

Before me, Joseph Reese Notary Public in and for said County and State, on this 22 day of Aug, 1955, personally appeared Bertha M. Hopkins and Walter S. Hopkins, to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Joseph Reese  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss;  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

458433

RIGHT OF WAY AGREEMENT

BERTHA M. HOPKINS  
WALTER S. HOPKINS

TO

COLORADO INTERSTATE GAS CO.

I hereby certify that the foregoing instrument was filed for record in my office on SEP 23 1955 at 8:54 A.M. and is duly recorded in book 570 Page 439

CLYDE L. MILLER

Recorder

Betty Reese

Deputy

Fee \$2.65

RETURN TO:

LAND DEPARTMENT

COLORADO INTERSTATE GAS COMPANY  
P.O. BOX 1087, COLORADO SPRINGS, COLORADO

### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss;  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

RIGHT OF WAY AGREEMENT

5

STATE OF COLORADO )  
 )  
COUNTY OF ADAMS )

ADAMS CO  
ROBERT SACK  
26.00 DOC FEE: 0.00  
BK: 5001 PG: 0465-0469  
5/07/97 10:01:20  
C0278369

The undersigned ("OWNER(S)"), in exchange for Ten Dollars and no/100s (\$10.00), and other valuable consideration, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to COLORADO INTERSTATE GAS COMPANY ("CIG"), a Delaware corporation, a non exclusive right of way and easement ("Right of Way") for the purposes of laying, constructing, maintaining, operating, repairing, replacing, inspecting, patrolling, and/or removing pipe lines (with fittings, tie-overs, cathodic protection equipment, fiber optic or other communication cable, and all appurtenant appliances) for the transportation of oil, natural gas, or any other petroleum based product, along routes convenient for CIG's operations ("Operations"), under, over, and across the following-described lands of OWNER(S):

A tract of land, 50 feet in width, located in the East Half Southeast Quarter Northwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Three (3) South, Range Sixty-six (66) West, of the 6th Principal Meridian, Adams County, Colorado, the centerline of said right of way and easement being more particularly described as follows:

Beginning at a point on the south property line of the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29-3S-66W, Adams County, Colorado, which point bears South 89°53'20" West a distance of 554.93 feet from the SE corner of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29; Thence, North 52°35'50" East a distance of 99.03 feet to a point; Thence, North 89°53'20" East a distance of 476.41 feet to the point of exit on the east property line of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29, which point bears North 00°08'08" East a distance of 60.00 feet from the SE corner of said E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29-3S-66W.

**Basis of Bearing**

Assumed along the east line of the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29, between the C $\frac{1}{4}$  corner, being a 3" C.O.A. brass cap in range box, PLS 16419, and the NE corner of the E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , being a 3" aluminum cap. Bearing North 00°08'08" East 1325.63

OWNER(S) reserve all oil, gas and minerals on and under the Land and the right to farm, graze and otherwise fully use and enjoy the Land, however, OWNER(s) shall not without CIG's written consent cultivate or disturb the surface of the Right of Way in a manner which creates or potentially creates unsafe conditions or is inconsistent with CIG's Operations, plant any trees or large shrubs with a root system greater than two (2) feet in depth on the Right of Way, or build any permanent structures on the Right of Way. OWNER(S) shall notify CIG five (5) days prior to new excavation on the Right of Way for temporary structures, such as fences. OWNER(S) and CIG shall observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants, including without limitation, any requirement to call the One-Call systems prior to construction or excavation and any requirement to observe and follow all protective zones and set-backs.

CIG shall have the right to cut and keep clear all trees, shrubs, and other structures or obstructions that exist on the Right of Way. CIG shall have all privileges necessary or convenient for the full use of the rights granted herein, including without limitation the rights of ingress and egress to the Right of Way and over and across the Land and the right to take any action necessary for compliance with federal, state or local laws, regulations, ordinances, codes, permits, licenses, or for OWNER'S compliance with building covenants.

CIG shall pay for damages caused by its Operations to the surface lands within the Right of Way and to crops, fences or other property present on the Right of Way at the time of pipeline construction or located on the Right of Way with CIG's consent.

Except to the extent of the negligence or other fault of Owner, its successors, heirs, assigns, agents or contractors, CIG shall pay for damages caused by its operations, maintenance or construction of the pipeline.

To the fullest extent permitted by law, CIG shall protect, defend, hold harmless, and indemnify Owner, their respective successors, heirs and assigns, and their directors, officers, employees, agents, architects and engineers, (hereinafter referred to as indemnities) from and against all claims, actions, liabilities, damages, losses, costs, and expense (including attorney's fees) to the extent arising out of or resulting from the performance of the Work of CIG or any of its contractors, provided that any such claims, actions, liabilities, damages, losses, costs, or expense (1) are attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) are caused in whole or in part by the negligent act or omission of CIG, any contractor, any materialmen employed by any of them, or anyone directly or indirectly, for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the indemnities or by any employee of CIG or its contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CIG or any contractor under Workers' or Workmen's Compensation acts, disability benefits acts or other employee benefits acts.


CIG shall hold the Right of Way until abandoned by written notice filed as of record by CIG, and OWNER(S) shall warrant and forever defend the Right of Way and all rights granted herein against any person claiming any part thereof. All rights and obligations of CIG and OWNER(S) shall be granted to and bind the heirs, executors, administrators, successors and assigns of both CIG and OWNER(S).

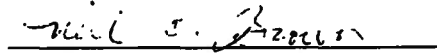
CIG shall notify OWNER(S) upon request of the installation depth of lines. OWNER(S) shall notify CIG of and be obligated to remedy any conditions caused by activities of OWNER(S) or by activities done on behalf of OWNER(S) which may change the amount of cover over the lines.

This Right of Way Agreement contains the entire agreement between the parties and all modifications to this Agreement must be in writing.

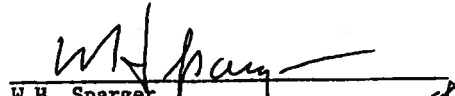
EXECUTED this 8th day of April, 1997.

AmberJack, Ltd.

  
G. Roger Gielow  
Assistant Secretary

  
~~Neil O. Brown~~ Neil O. Brown  
~~Vice President~~

COLORADO INTERSTATE GAS COMPANY

  
W.H. Sparger  
Vice President, Engineering

April 30, 1997  
Date

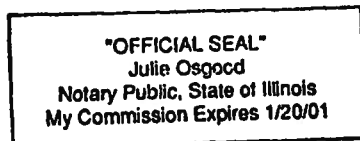
by, through or under it, but not otherwise.

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF McLEAN )

The foregoing instrument was acknowledged before me this 8th  
day of April, 1997, by ~~Carl S. Johnson, Jr., Vice President,~~  
~~of AmberJack, Ltd., an Ontario, Canada company.~~ Neil O. Brown, President and G. Roger  
Gielow, Assistant Secretary of AmberJack, Ltd., on behalf of the company.

WITNESS my hand and official seal.

My commission expires: 1/20/01



Julie Osgood  
Notary Public

\_\_\_\_\_  
Address



STATE OF Colorado )  
COUNTY OF El Paso ) ss.

The foregoing instrument was acknowledge before me this 30<sup>th</sup> day of April, 1997, by W.H. Sparger, Vice President, Engineering, of Colorado Interstate Gas Company, on behalf of the company.

WITNESS my hand and official seal.

My commission expires: 1-21-00



Joyce Nell Sanders  
Notary Public

PO Box 1087

Colorado Springs, CO  
Address

BOG: 809 JAF: 219

And it appearing to the Court from the records on file  
herein that the said respondents Logan Properties Corp., a Colorado  
Corporation, is the record owner of the said described lands, and

Emma Elizabeth Beard and Ben Tyler as the Public Trustee of the County of Adams, State of Colorado, appear to have an interest in said property by virtue of a deed of trust recorded in Book 510 at page 88 of the Adams County Records; that John Edwards appears to have an interest in said described lands by being a tenant on the above described lands, and that there are no other persons of record interest in said described lands,

THE COURT DOTH FIND That it has full and complete jurisdiction herein and that service has been made upon all interested parties as required by law.

THE COURT FURTHER FINDS That after hearing the testimony of the witnesses and viewing the property herein, the jury did find and determine, in accordance with the laws of the State of Colorado in such cases made and provided:

1. The accurate description of the above described parcel.
2. The value of the right of way and easement to be \$784.00.
3. The damage to the residue of said land or property to be \$6,000.00.
4. The amount and value of the benefit to be none.

THE COURT FURTHER FINDS That the amount of \$200.00 is sufficient to cover the respondents' allowable costs; that the sum of \$1,257.12 is sufficient to cover the statutory rate of interest at 6% per annum from October 11, 1956, to the present date.

THE COURT FURTHER FINDS That the petitioner has heretofore deposited into the Registry of the Court the sum of \$400.00, pursuant to this Court's Order of Immediate Possession, and that it has subsequently deposited the sum of \$7,751.12 for the balance of the verdict, said respondents' allowable costs and said respondents' interest since the date of verdict, and, therefore,

IT IS ORDERED, ADJUDGED AND DECREED That the following described easement and right of way, situated in the County of Adams and State of Colorado, to-wit:

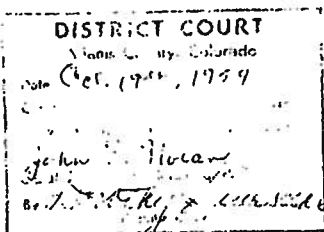
A right of way and easement being 50 feet in width throughout, extending over and across the East  $\frac{1}{2}$  of Section 21, Township 3 South, Range 66 West of the 6th P. M., together with the right of ingress and egress in, over and through said lands, the centerline of such right of way and easement being described as follows: Beginning at a point in the West Boundary Line of the  $\frac{1}{2}$  of Section 21, which point is 1,831.2 feet north from the South Quarter Corner of said Section 21; thence north  $52^{\circ}30'$  east 1,046 feet to a point, thence north  $49^{\circ}55'$  east 2,376 feet to the point of exit in the East Boundary Line of said Section 21, which point of exit is 1,311 feet south from the Northeast Corner of said Section 21, containing 3.92 acres, more or less,

has been lawfully taken by petitioner under the Statutes and Constitution of the State of Colorado, and that title to said right of way and easement, together with appurtenances thereto belonging, is vested in the petitioner for the use and purposes specified in the Petition in Condemnation herein, and

IT IS FURTHER ORDERED That a certified copy of this Rule and Order be recorded and indexed in the office of the Clerk and Recorder of Adams County, in like manner and with like effect as if it were a deed of conveyance from the owner and parties interested to the Colorado Interstate Gas Co., a corporation, the Petitioner herein.

This Rule and Order is made immediately effective.

Dated this 19<sup>th</sup> day of October, A. D. 1959.



BY THE COURT

/s/ Clifford J. Gohule-  
Judge

594558

File & Index

Register of Deeds

Deeds

to

to

to

to

County of Adams

I hereby certify that this instrument was filed

in my office at 11:45 o'clock P.M.

OCT 19 1959

and is duly

recorded in book

Page 809

FRANK H. CARLSON

Recorder

Deeds

Fee \$4.05

Deposit

Deeds

Deeds

Deeds

Deeds

Deeds

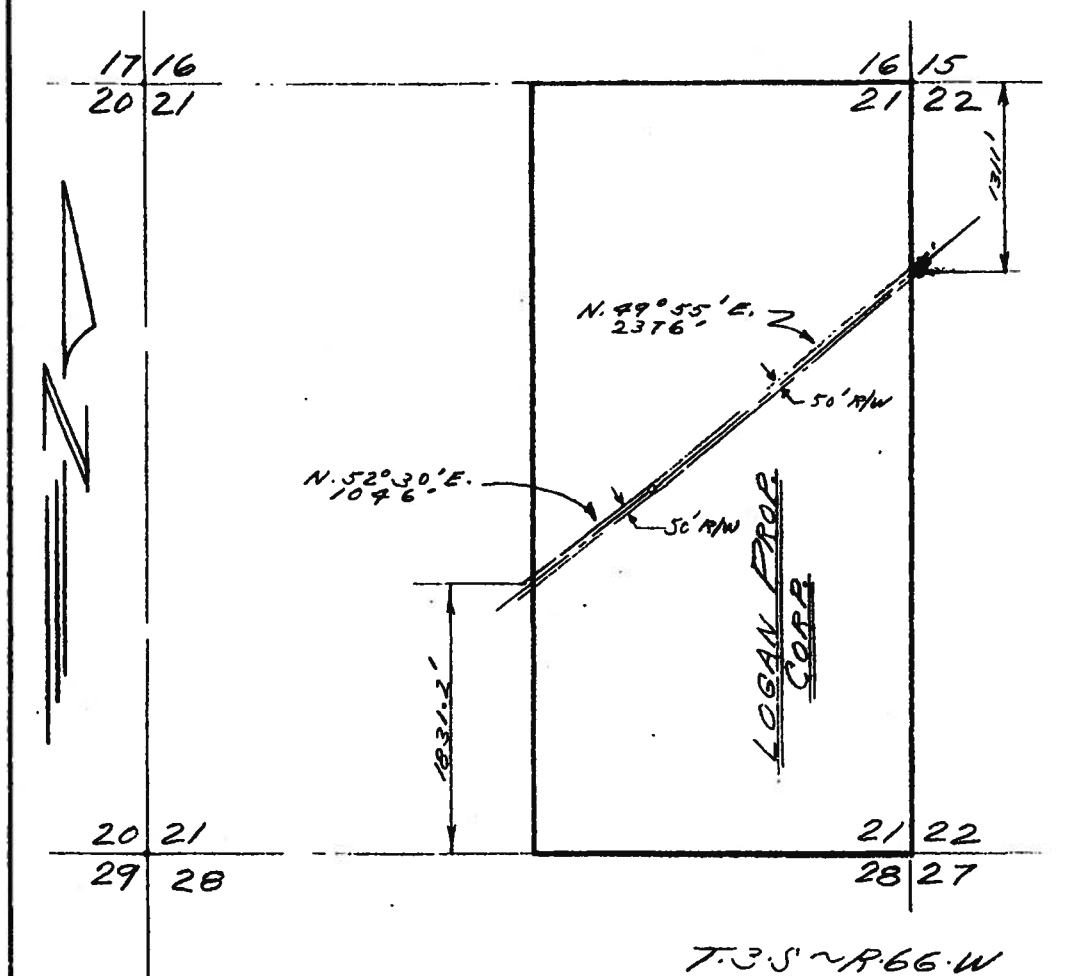
Deeds

Deeds

Deeds

Deeds

Deeds



TOTALS  
 LINEAL FOOTAGE = 3422'  
 " RODS = 207.4  
 ACRES = 3.72

LL-ROCK SPGS.-DENVER-8-10  
 STRIP MAP-5A-1

COLORADO INTERSTATE GAS CO. COLORADO SPRINGS, COLORADO	
PROPOSED R/W X-ING LOGAN PROP. CORP. PROP. E 1/2 SEC. 21 - T.3S ~ R.66W ADAMS CO. COLO.	
SC. 1"=1000' DATE 8-25-55	DR. H. H. L. T. C. CK. L. T. C. 52-126-1/2