

License No. PWP- NW ¼ Sec. 28- T4S – R65W  
CONOCOPHILLIPS COMPANY- RUSH NORTH PAD SITE

LICENSE AGREEMENT  
(PRAIRIE WATERS EASEMENT)

THIS LICENSE AGREEMENT, made this 14<sup>th</sup> day of October 2019, between the CITY OF AURORA, COLORADO, a municipal corporation, acting by and through its UTILITIES ENTERPRISE, herein referred to as "City," and Burlington Resources Oil & Gas Company, LP and CONOCOPHILLIPS COMPANY, herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents, contractors, sub-contractors and all others authorized to either act upon behalf of the Licensee, or to enter, operate, maintain, construct, excavate, investigate or engage in any other activity within the Licensed Area (as defined below) and attached hereto as **"Exhibit A"**.

The term "Licensed Area", as used herein, refers to real property, easements, and rights-of-way owned or held by the City and any other real property interest(s) the City may hold and to which the Licensee seeks license to occupy.

The term "City Facilities", as used herein includes, but is not limited to, all City's pipes, valves, equipment and any other City appurtenances used in the placement, maintenance, protection and operation of the City's utility installation or any other public appurtenance or equipment belonging to the City.

The term "Licensee's Facilities" as used herein includes, but is not limited to, all of the Licensee's permitted roadways, drainage facilities, utilities, fixtures and appurtenances thereto.

Now therefore, the parties hereto agree as follows:

1. LICENSE

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns, to:

- A. Specifically construct, operate, maintain, repair and replace a twenty foot (20') access road as identified on the construction plans, referred to as **"Exhibit B"**, which have been reviewed and approved by the Aurora Water Review Engineer. Such construction plans which have been approved will remain on file with the City of Aurora Division of Real Property. All crossings of City Facilities shall be constructed by Licensee in such a manner that preserves forty-eight inches (48") of cover over City Facilities and placed at a depth which allows for a minimum separation of twenty-four inches (24") between the encroachment and City Facilities. All crossings of City

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Facilities by Licensee shall be constructed in accordance with plans approved by the City, pursuant to Section 4 titled Construction Regulations.

## 2. LOCATION

The Licensed Area is situated in the NW 1/4 of Section 28, Township 4 South, Range 65 West, Sixth Principal Meridian, Arapahoe County, Colorado, being more particularly described in “**Exhibit A**” attached hereto and made a part hereof by reference.

## 3. TERM

The term of this License Agreement shall be perpetual, subject to provisions for revocation pursuant to the terms identified in Paragraph 23 below.

## 4. CONSTRUCTION REGULATIONS

- A. Any construction initiated under this License Agreement shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Director of Aurora Water and the Director of Public Works of the City, ordinances of the City and any and all Colorado statutes or federally mandated requirements. Prior to any construction activities Licensee must contact **Aurora Water’s Call Center** at **(303) 326-8645** at least four to five (4-5) business days in advance to schedule locates to be done on the Licensed Area.
- B. Utility locations to include “pot-holing” of subsurface City Facilities shall be a condition precedent to any construction within the Licensed Area. Licensee shall provide detailed pot-hole information to Aurora Water showing existing grade and depth of the City Facilities within the Licensed Area.
- C. Licensee will be required to survey and delineate the boundaries of the Licensed Area for the duration of any occupation of the Licensed Area for construction, reconstruction, subsurface investigation, invasive activities or any other action which may affect a point-load over the City Facilities or deemed necessary by the City.
- D. The minimum cover over City Facilities, post-construction within the Licensed Area, shall be forty-eight inches (48”) from surface grade. Licensee may only provide less than forty-eight inches (48”) of cover upon the City Facilities with prior written approval by City, AND with the use of a protective barrier approved by the City.
- E. The minimum separation between the City Facilities and the Licensee’s Facilities shall be twenty-four inches (24”). Minimum separation must be delineated on the Licensee’s construction plans.
- F. Maximum stockpiling shall be two feet (2’), unless specifically approved in writing and in advance by the City.

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- G. Approval of construction plans by the City through Aurora Water is a condition precedent to any equipment mobilization, excavation or construction within the Licensed Area.
- H. Licensee must designate the specific location(s) where construction traffic will cross the Licensed Area, subject to location approval by Aurora Water. Construction crossings of the Licensed Area shall be minimized to one crossing whenever possible, and physically identified at the site throughout the duration of construction or other operations by Licensee within the Licensed Area. At Aurora Water's sole discretion, Licensee will be required to reinforce any crossings whether construction or travelling to the specification provided by Aurora Water.
- I. Subsurface bores through the Licensed Area, as requested by Licensee or required by Aurora Water, must have boring plans approved by Aurora Water prior to construction.
- J. Licensee shall conduct all construction, placement, modification, operation, repair, replacement and maintenance of Licensee's Facilities in such a manner that the City shall have unrestricted access to its property at all times.
- K. Licensee, its employees, agents, contractors, sub-contractors and all others authorized to either act upon behalf of the Licensee **must have a copy of this executed License Agreement on-site at all times**. Failure to produce a valid, executed License Agreement may result in Licensee's work being shut down temporarily.

5. FINAL PLAN AUTHORIZATION

At least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, Licensee shall submit to Aurora Water for its final approval a duplicate set of final, detailed plans of the Licensee's proposed construction, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement. No construction shall be permitted upon the Licensed Area until Aurora Water has conducted its final review and approved said plans with a stamp from the Aurora Water Review Engineer. If, upon final review by Aurora Water, subsequent plan revisions are required of Licensee, no construction shall commence until said plans have received Aurora Water's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

6. NOTICE OF CONSTRUCTION

Licensee shall notify **Aurora Water Watch & Protect at (720) 859-4318** at least four to five (4-5) business days prior to any mobilization, excavation, construction, modifications or repairs being done on the Licensed Area. Such notice shall specifically make reference to this License Agreement. Aurora Water Watch & Protect personnel shall be on site for observation during any invasive subsurface investigations, or activities that affect a point-load upon the City's Facilities within the Licensed Area or any other City property. Aurora Water personnel are required to be on site during construction activities within the Licensed

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Area until such time as direct supervision or monitoring is no longer deemed necessary by Aurora Water. In the event of emergency repairs, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work the next business day following said emergency repairs.

#### 7. AS-BUILT DRAWINGS

Licensee shall provide the City, through Aurora Water, with “As-Built” plans within sixty (60) days of completion of construction, modifications or repair of Licensee’s Facilities within the Licensed Area. As-Built plans must clearly delineate the location of Licensee’s Facilities relative to the City Facilities and shall include a plan and profile view of Licensee’s Facilities and the City Facilities.

#### 8. RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the Licensed Area as may be necessary or convenient, and the City retains all rights to operate, maintain, install, repair, remove or relocate any of the City Facilities located within the Licensed Area or any other City property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installations should interfere with the City's use or operation of the Licensed Area or any other City property, at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, within 7 business days relocate, rearrange or remove its installation so as not to interfere with the City’s use and reserved rights.

#### 9. COMPLETION AND CLEANUP

Licensee shall complete its installation, clear the License Area of all construction debris and restore the License Area to its pre-existing condition as nearly as may be possible within 30 days from the date of conclusion of construction, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

#### 10. RESTORATION OF ROADS, FENCES AND FACILITIES

City utility installations, streets, ways, roads or trails and fencing disturbed by construction, placement, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement shall be immediately restored by Licensee to a condition satisfactory to the City within 30 days. All other City Facilities or City property disturbed by the construction, placement, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement shall be restored to a condition satisfactory to the City. If restoration is not accomplished by the Licensee within the timeframe specified in this License Agreement, the City, at its election, may perform such restoration at Licensee's expense.

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#### 11. MARKERS

If required by the City, Licensee shall place and maintain permanent, visible markers of a type and at locations designated and approved by the City to define the centerline of Licensee's Facilities. If the placing of the centerline markers is not completed within the timeframe specified by the City with its approval of construction plans, the City may complete the work at the sole expense of the Licensee.

#### 12. TREE TRIMMING

Licensee shall not trim or cut down any trees, shrubs or brush on the Licensed Area or any other City property without the prior written permission of the City. When required by the City, Licensee, at its sole cost and expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the debris to the satisfaction of the City.

#### 13. GUY WIRES

Guy wires and/or anchors shall be installed only at locations designated and approved by the City.

#### 14. BACKFILLING

All trenches and excavations within Licensed Area shall be backfilled in the following manner:

The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight (8) inches, loose measure, for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 95% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient to obtain the maximum density specified. When moisture is in excess of that necessary for proper compaction, the Licensee shall be required to grade, mix or otherwise process wet material to proper moisture content or haul in suitable material. Tamping equipment shall be subject to the prior written approval by the City, with specifications submitted with construction plans.

#### 15. UNDERGROUND UTILITIES AND INSTALLATIONS

Any underground "dry" utility, to include underground electric, gas, telecommunication, cable, fiber optic, as sanitary sewer shall be encased in rigid steel or approved non-metallic conduit within the Licensed Area and may require cathodic protection as deemed necessary by the City. All gas lines require rubber matting between the gas line and the water conduit and may require cathodic protection as deemed necessary by the City.

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#### 16. WATER DISCHARGE

Licensee shall not be permitted to discharge water into or upon the Licensed Area or any other City property. Licensee, at its sole cost and expense, shall provide for carriage of any water over or across the Licensed Area in a manner satisfactory to and approved in writing by the City.

#### 17. INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City Facilities, and Licensee shall assume all risks incident to the presence of City Facilities.

#### 18. CARE AND REPAIR OF CITY FACILITIES

Licensee shall use all reasonable means to prevent any loss or damage to the City, the City Facilities or to any other party resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's Facilities. Any repair or replacement of the City's Facilities within the Licensed Area or any other City property made necessary, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's Facilities, shall be made only by the City and at the sole cost and expense of the Licensee.

#### 19. INSURANCE REQUIREMENTS

The Licensee under this License will be required to procure and maintain, at their own expense and without cost to the City, the following types of insurance. The policy limits required are to be considered minimum amounts:

Insurance and Indemnities: Prior to commencement of this Agreement, the Licensee shall provide a certificate of insurance evidencing the following coverages:

- (a) Commercial General Liability Insurance. During the term of this Agreement, Licensee and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU (underground, collapse & explosion) included in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate.
- (b) Excess or Umbrella Liability. Licensee and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000).
- (c) Workers' Compensation or Employers' Liability Insurance. The Licensee and its subcontractors shall provide proof of workers' compensation coverage with limits as

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required by the laws of the State of Colorado. Additionally, the Licensee and its subcontractors shall provide proof of Employers' Liability Insurance with limits as follows:

\$500,000 bodily injury each accident  
\$500,000 bodily injury each disease  
\$500,000 bodily injury disease aggregate.

- (d) City as Additional Insured. All insurance policies required by this Agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. Licensee and its subcontractors shall provide a copy of an endorsement providing this coverage.
- (e) Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.
- (f) Certificates of Insurance. Upon the execution of this Agreement, the Licensee shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Licensee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Licensee's or any of its subcontractor's coverage is renewed at any time prior to the expiration of this Agreement, the Licensee shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.
- (g) Self-Insurance. Notwithstanding the above, Licensee may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law, provided that Licensee provides City with a letter of self-insurance. The Licensee's contractual obligations are in no way diminished by the submittal of such self-insurance letter with respect to the liabilities assumed by the Licensee in this Agreement. In the event of an assignment or transfer of this Agreement, as a condition precedent to the effectiveness of such assignment, the assignee or transferee shall be required to provide insurance coverage that is reasonably acceptable to the City before the City shall be required to consent to such assignment.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

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***The Licensee's insurance or self-insurance shall be primary and non-contributory with respect to any insurance or self-insurance carried by the City.***

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement.

## 20. INDEMNIFICATION

- A. Except as attributable to the negligence, gross negligence, or willful misconduct of the City, its officers, employees, and agents, Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of Licensee's placement of Licensee's Facilities within and across the property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees in connection with the placement, operation, modification, replacement, maintenance, repair or removal of Licensee's installation.
- B. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under C.R.S. Section 24-10-101, *et seq*, as amended.

## 21. EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this License Agreement shall be performed by the Licensee at no expense to the City and, Licensee shall own and maintain the installation of the Licensee's Facilities thereafter.

## 22. NO WARRANTY OF TITLE

The rights and privileges granted in this License Agreement are subject to prior agreements, licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the Licensed Area or any other City property hereunder and to resolve any conflict resulting from Licensee's use and occupancy of the Licensed Area.

## 23. REVOCATION AND REMOVAL

If Licensee does not use the right herein granted on Licensee's Facilities for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License Agreement, the City may, at its sole election, revoke this License forthwith by providing 30 day's written Notice to Terminate this License Agreement in person or by mail at either Licensee's address defined in Paragraph No. 29 below, or Licensee's last-known address if different than Paragraph 31 below. Upon termination of the License Agreement, the Licensee shall have 10 days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.



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If the City at any time during the term of this License Agreement deems it necessary to excavate in the Licensed Area or any other City property for construction, modification, replacement, repair, operation of, or maintenance of City Facilities, to include its public appurtenances, utility lines, mains or facilities, which work requires the moving of the Licensee's Facilities, such costs of movement of the Licensee's Facilities shall be borne by the Licensee.

#### 24. ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, shall not terminate in any event.

#### 25. ASSIGNMENT

The rights granted Licensee hereunder may not be assigned without the written consent of the City.

#### 26. FEES

The base fee for this License Agreement includes four (4) hours of processing, review, or inspection by the City; if the City requires further inspection, Licensee shall remit payment to the City at the rate of \$68.00 per hour during City business hours and \$86.00 per hour outside of City business hours, including holidays or weekends. Work on holidays and weekends will be charged as a 4-hour minimum.

#### 27. SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions:

- A. **Prior to the initiation of the initial construction within the Licensed Area, a pre-construction meeting with Aurora Water is required. Please contact Aurora Water at (720) 859-4318 to coordinate the pre-construction meeting.**

#### 28. PARAGRAPH HEADINGS

The headings of the paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

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CONOCOPHILLIPS COMPANY- RUSH NORTH PAD SITE

### 29. NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given via Certified Mail or by personal hand delivery addressed as follows:

To the City:

City of Aurora  
Real Property Services  
15151 E. Alameda Pkwy.  
Aurora, CO 80012

To the Licensee:

ConocoPhillips Company  
c/o: Kathy Denzer  
34501 E. Quincy Ave., Bldg. 1  
Watkins, CO 80137

### 30. RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Arapahoe County, Colorado.

**[SIGNATURES APPEARING ON FOLLOWING PAGES]**

License No. PWP- NW ¼ Sec. 28- T4S – R65W  
CONOCOPHILLIPS COMPANY- RUSH NORTH PAD SITE

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

APPROVED:

**CITY OF AURORA, COLORADO,**  
a municipal corporation

By: Cynthia A. Colip  
Cynthia A. Colip, Interim Director of Public Works

Reviewed by:

Vern Adam  
Vern Adam, Aurora Water

Reviewed by:

Hector Reynoso  
Hector Reynoso, Manager- Real Property Services

APPROVED AS TO FORM:

Michelle Gardner  
Michelle Gardner, Sr. Asst. City Attorney

Reviewed by:

Renee Pettinato Mosley  
Renee Pettinato Mosley, Risk Manager

REVIEWED

BY:

ENGINEERING

Victor Radaet


License No. PWP- NW ¼ Sec. 28- T4S – R6SW  
 CONOCOPHILLIPS COMPANY- RUSH NORTH PAD SITE  
 ACCEPTANCE

The undersigned, duly authorized on behalf of Burlington Resources Oil & Gas Company, LP and CONOCOPHILLIPS COMPANY, has read the foregoing License Agreement and agrees for and on behalf of said Burlington Resources Oil & Gas Company, LP and CONOCOPHILLIPS COMPANY that it will accept and will abide by all of the terms and conditions thereof.

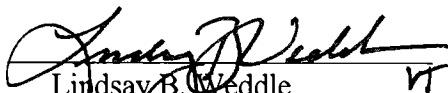
CONOCOPHILLIPS COMPANY  
 a Delaware Corporation

BURLINGTON RESOURCES OIL & GAS  
 COMPANY LP, by BROG GP LLC, its sole  
 General Partner

By:

  
 Lindsay B. Weddle VT  
 Attorney-In-Fact

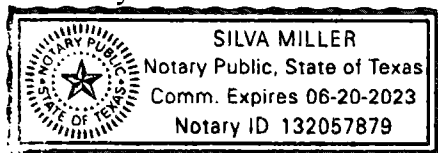
By:

  
 Lindsay B. Weddle VT  
 Attorney-In-Fact

STATE OF TEXAS     )  
                                   ) SS  
 HARRIS COUNTY     )

The foregoing instrument was subscribed and affirmed before me this 6<sup>th</sup> day of August, 2019, by Lindsay B. Weddle.

Witness my hand and official seal.



  
 Notary Public

My commission expires: 6/20/2023

**EXHIBIT "A"****LEGAL DESCRIPTION**

A LICENSE TO BE GRANTED TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE AN OIL & GAS WELL PAD ACCESS ROAD OVER AND ACROSS THE POWHATON ROAD RIGHT-OF-WAY, RECORDED WITH THE ARAPAHOE COUNTY CLERK & RECORDER AT RECEPTION NO. B8057895, SITUATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, BEING MONUMENTED AT THE SOUTH END BY A 2½" ALUMINUM CAP, STAMPED PLS 28285, AND AT THE NORTH END BY A 2" ALUMINUM CAP, ILLEGIBLE, WITH A BEARING OF N00°40'20"E WITH ALL BEARING HEREIN RELATIVE THERETO.

A 100' WIDE LICENSED AREA, 50' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WITH THE EAST AND WEST END OF THE OFFSET LINES BEING LENGTHENED OR SHORTENED TO INTERSECT WITH SAID RIGHT-OF-WAY.

**COMMENCING** AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE ALONG SAID WEST LINE N0°40'20"E A DISTANCE OF 387.99 FEET;

THENCE DEPARTING SAID WEST LINE N89°57'17"E A DISTANCE OF 72.42 FEET TO A POINT ON THE WEST LINE OF SAID RIGHT-OF-WAY, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING N89°57'17"E A DISTANCE OF 94.80 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A DELTA OF 21°12'09", A DISTANCE OF 55.50 FEET TO THE EAST LINE OF SAID RIGHT-OF-WAY, SAID POINT BEING THE **POINT OF TERMINATION**.

CONTAINING AN AREA OF 15,029 SQ. FT. +/-

ALL MEASUREMENTS ARE SHOWN IN U.S. SURVEY FEET

I, MICHAEL POOL, COLORADO PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS EASEMENT DESCRIPTION AND THE FIELD SURVEY ON THE GROUND UPON WHICH IT WAS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

MICHAEL POOL, PLS 38304  
FOR AND ON BEHALF OF  
PETROLEUM FIELD SERVICES, LLC  
D.B.A. ASCENT GEOMATICS SOLUTIONS  
8620 WOLFF COURT  
WESTMINSTER, CO 80031

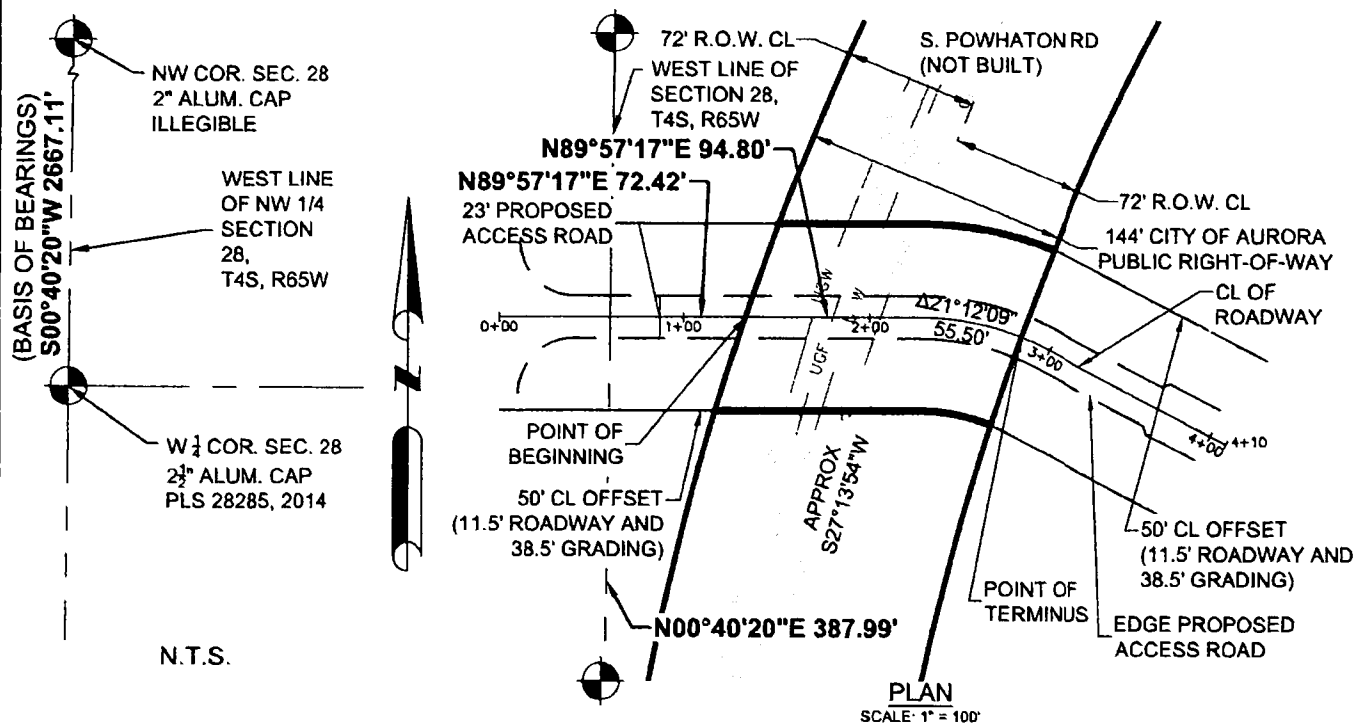
**CITY OF AURORA, COLORADO**

|             |          |                     |
|-------------|----------|---------------------|
| DRAWN BY:   | SCALE:   | R.O.W. FILE NUMBER: |
| RMC         |          |                     |
| CHECKED BY: | DATE:    | JOB NUMBER:         |
| MLP         | 10/07/19 |                     |

**A LICENSE AGREEMENT SITUATED WITHIN  
THE NW  $\frac{1}{4}$  OF SECTION 28, T4S, R65W, 6TH P.M.,  
CITY OF AURORA, ARAPAHOE COUNTY,  
COLORADO**

# ILLUSTRATION FOR EXHIBIT A

A PART OF NW  $\frac{1}{4}$  SECTION 28, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
-ARAPAHOE COUNTY-



1. CONSTRUCTION WITHIN THE PRAIRIE WATERS PIPELINE ("PWP") ROW REQUIRES A LICENSE AGREEMENT WITH THE CITY OF AURORA. USE OF HEAVY CONSTRUCTION EQUIPMENT WITHIN THE EASEMENT SHALL BE MINIMIZED. WHEN SELECTING EQUIPMENT FOR USE WITHIN THE EASEMENT, CONOCOPHILLIPS AND/OR ITS AFFILIATES SHALL UTILIZE MODELS WITH TANK TREAD OR TRACKING, RATHER THAN WHEEL-BASED TO REDUCE POINT LOAD CONDITIONS. WHEN CROSSING THE PRAIRIE WATERS PIPELINE WITH HEAVY EQUIPMENT (ANYTHING OVER 60,000 LBS.)
2. 5 DAYS PRIOR TO COMMENCING CONSTRUCTION WITHIN THE PWP ROW, CONOCOPHILLIPS MUST NOTIFY AURORA WATER WATCH AND PROTECT AT 720-859-4318. AURORA WATER WATCH AND PROTECT MUST BE ON DURING ANY POT-HOLING OR CONSTRUCTION ACTIVITY WITHIN THE PWP ROW.
3. RUBBER TIRE EQUIPMENT MUST BE USED DURING CONSTRUCTION ACTIVITIES WITH LESS THAN 48" OF COVER.

OWNER: CITY OF AURORA  
PROPERTY ADDRESS: VACANT LAND

## LEGEND

- = EXISTING EASEMENT
- = EXISTING EASEMENT CENTER LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- = PROPOSED EDGE OF ACCESS ROAD
- = PROPOSED LICENSED AREA
- = EXISTING UNDERGROUND WATER LINE
- = EXISTING UNDERGROUND FIBER OPTIC LINE
- = EXISTING ROAD EDGE

THE ABOVE DESCRIBED PARCEL CONTAINS 15,029 SF (0.34 ACRES) MORE OR LESS.

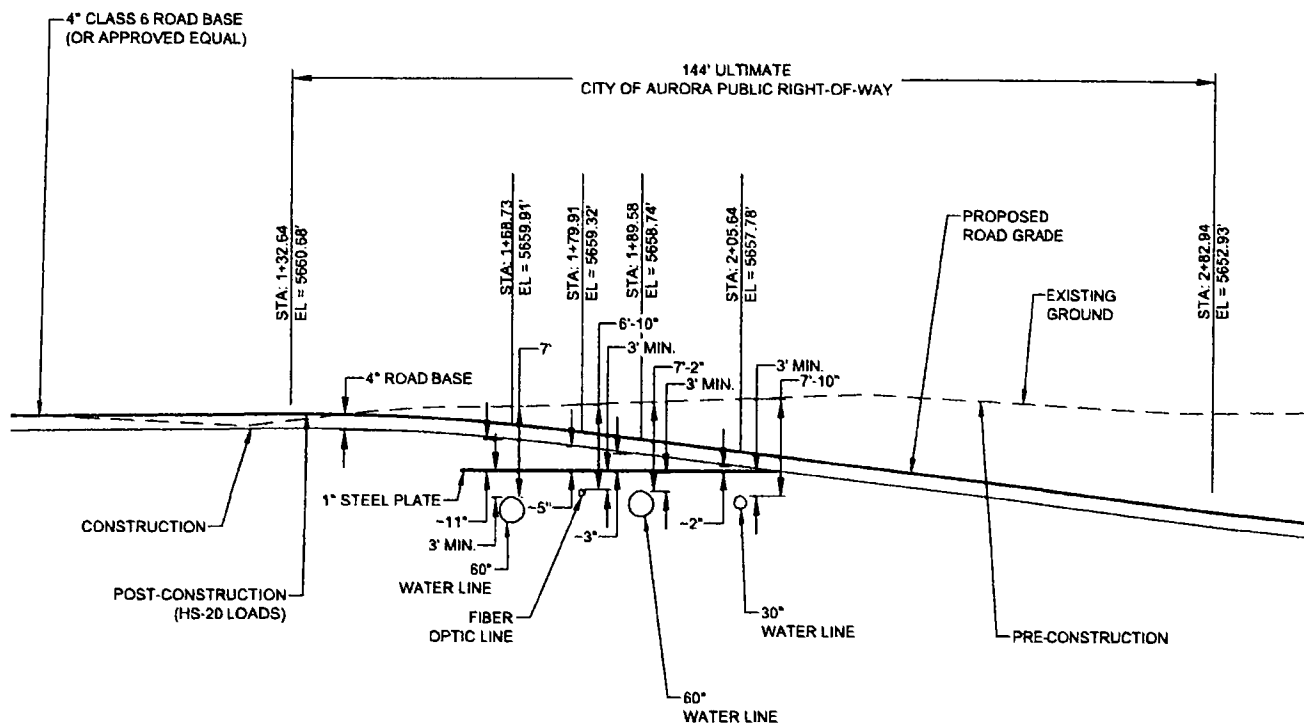
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

## CITY OF AURORA, COLORADO

|             |           |                   |
|-------------|-----------|-------------------|
| DRAWN BY:   | SCALE     | R O W FILE NUMBER |
| RMC         | 1" = 100' |                   |
| CHECKED BY: | DATE      | JOB NUMBER:       |
| MLP         | 10/07/19  |                   |

A LICENSE AGREEMENT SITUATED WITHIN  
THE NW  $\frac{1}{4}$  OF SECTION 28, T4S, R65W, 6TH P.M.,  
CITY OF AURORA, ARAPAHOE COUNTY,  
COLORADO

**ILLUSTRATION FOR  
EXHIBIT A**  
**A PART OF NW  $\frac{1}{4}$  SECTION 28, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
-ARAPAHOE COUNTY-**



**PROFILE**  
N.T.S.

OWNER: CITY OF AURORA  
PROPERTY ADDRESS: VACANT LAND

- CONSTRUCTION WITHIN THE PRAIRIE WATERS PIPELINE ("PWP") ROW REQUIRES A LICENSE AGREEMENT WITH THE CITY OF AURORA. USE OF HEAVY CONSTRUCTION EQUIPMENT WITHIN THE EASEMENT SHALL BE MINIMIZED. WHEN SELECTING EQUIPMENT FOR USE WITHIN THE EASEMENT, CONOCOPHILLIPS AND/OR ITS AFFILIATES SHALL UTILIZE MODELS WITH TANK TREAD OR TRACKING, RATHER THAN WHEEL-BASED TO REDUCE POINT LOAD CONDITIONS. WHEN CROSSING THE PRAIRIE WATERS PIPELINE WITH HEAVY EQUIPMENT (ANYTHING OVER 60,000 LBS.)
- 5 DAYS PRIOR TO COMMENCING CONSTRUCTION WITHIN THE PWP ROW, CONOCOPHILLIPS MUST NOTIFY AURORA WATER WATCH AND PROTECT AT 720-859-4318. AURORA WATER WATCH AND PROTECT MUST BE ON DURING ANY POT-HOLING OR CONSTRUCTION ACTIVITY WITHIN THE PWP ROW.
- RUBBER TIRE EQUIPMENT MUST BE USED DURING CONSTRUCTION ACTIVITIES WITH LESS THAN 48" OF COVER.

**LEGEND**

- = EXISTING EASEMENT
- = EXISTING EASEMENT CENTER LINE
- - - - = SECTION LINE
- - - - = QUARTER SECTION LINE
- - - - = PROPOSED EDGE OF ACCESS ROAD
- - - - = PROPOSED LICENSED AREA
- - - - = EXISTING UNDERGROUND WATER LINE
- - - - = EXISTING UNDERGROUND FIBER OPTIC LINE
- - - - = EXISTING ROAD EDGE



**THE ABOVE DESCRIBED PARCEL CONTAINS 15,029 SF (0.34 ACRES) MORE OR LESS.**

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

**CITY OF AURORA, COLORADO**

|                    |                    |                   |
|--------------------|--------------------|-------------------|
| DRAWN BY.<br>RMC   | SCALE<br>1" = 100' | R O W FILE NUMBER |
| CHECKED BY.<br>MLP | DATE.<br>10/07/19  | JOB NUMBER        |

**A LICENSE AGREEMENT SITUATED WITHIN  
THE NW  $\frac{1}{4}$  OF SECTION 28, T4S, R65W, 6TH P.M.,  
CITY OF AURORA, ARAPAHOE COUNTY,  
COLORADO**