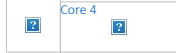


EXHIBIT 25
LICENSE AGREEMENT
RUSH NORTH

From: [Clark, Thomas](#)
To: [Burkhardt, Darrell W \(Veracity Land Services, LLC\)](#)
Subject: RE: [EXTERNAL]RE: Rush North - Prairie Waters Pipeline Crossings
Date: Thursday, July 18, 2019 3:41:55 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.tso](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.tso](#)
PWP - COP- Powhatan Mississippi LA, RUSH NORTH 71819.docx

Both names it is! See attached sir.

Tom Clark
Real Property Specialist I City of Aurora
Office 303.739.1508



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From: Burkhardt, Darrell W (Veracity Land Services, LLC) [mailto:Darrell.W.Burkhardt@contractor.conocophillips.com]
Sent: Thursday, July 18, 2019 2:55 PM
To: Clark, Thomas <tclark@auroragov.org>
Subject: RE: [EXTERNAL]RE: Rush North - Prairie Waters Pipeline Crossings

It is always best to include both names if possible. But if you need to pick just one use Burlington.

Darrell W Burkhardt, SR/WA
ConocoPhillips

34501 E. Quincy Ave., Bld. #1
Watkins, CO 80137
O:303-268-3791
C:303-619-5522
F:303-268-3729

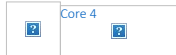
From: Clark, Thomas <tclark@auroragov.org>
Sent: Thursday, July 18, 2019 2:52 PM
To: Burkhardt, Darrell W (Veracity Land Services, LLC) <Darrell.W.Burkhardt@contractor.conocophillips.com>
Subject: [EXTERNAL]RE: Rush North - Prairie Waters Pipeline Crossings

Darrell,

Is this an agreement with Conoco and Burlington or just Conoco?

Cheers,

Tom Clark
Real Property Specialist I City of Aurora
Office 303.739.1508



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From: Burkhardt, Darrell W (Veracity Land Services, LLC) [mailto:Darrell.W.Burkhardt@contractor.conocophillips.com]
Sent: Wednesday, June 26, 2019 2:32 PM
To: Clark, Thomas <tclark@auroragov.org>
Subject: FW: Rush North - Prairie Waters Pipeline Crossings

Tom,
Find attached the exhibit with corrections for the Prairie Water Crossing for the Rush North License Agreement.

What more do you need with this submittal?

Darrell W Burkhardt, SR/WA
ConocoPhillips

34501 E. Quincy Ave., Bld. #1
Watkins, CO 80137
O:303-268-3791
C:303-619-5522
F:303-268-3729

From: Booth, Randall W (Land Services of CA, LLC) <Randall.W.Booth@contractor.conocophillips.com>
Sent: Wednesday, June 26, 2019 2:21 PM
To: Burkhardt, Darrell W (Veracity Land Services, LLC) <Darrell.W.Burkhardt@contractor.conocophillips.com>
Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>; Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>
Subject: FW: Rush North - Prairie Waters Pipeline Crossings

Darrell,

Here is the exhibit for the Rush North PWP crossing. Please proceed with submitting the request for the license agreement.

Thank you.

From: Kristi McRedmond <kmcredmond@Ascentgeomatics.com>
Sent: Wednesday, June 26, 2019 12:59 PM
To: Booth, Randall W (Land Services of CA, LLC) <Randall.W.Booth@contractor.conocophillips.com>
Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>; Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>; Regulatory <regulatory@Ascentgeomatics.com>; Curtis Weller <cweller@Ascentgeomatics.com>; Tommy Burden <TBurden@Ascentgeomatics.com>
Subject: RE: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

Good afternoon Randall,

Attached is the updated exhibit:

- Rush North Crossing License Agreement 20190626

Our surveyor was following the format (sheet layout, title block, etc.) from the example. Generally, a preamble in a description is up to the signing PLS how to word, format, etc., but he'll follow the example in this case. He did add to the example the recording information for Powhatan Rd. as he feels that is important to the document. My apologies for not getting those details from him last time.

Please let me know if you have any other questions.

Thanks,

Kristi McRedmond

Sr. Project Manager

[Ascent Geomatics Solutions](#) (Formerly PFS)

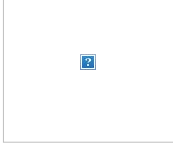
Office: 303.928.7128

8620 Wolff Court

Westminster, CO 80031

TBPLS Firm Registration No. 10194123

ASG_ColAnDel_1



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From: Booth, Randall W (Land Services of CA, LLC) <Randall.W.Booth@contractor.conocophillips.com>

Sent: Wednesday, June 26, 2019 11:03 AM

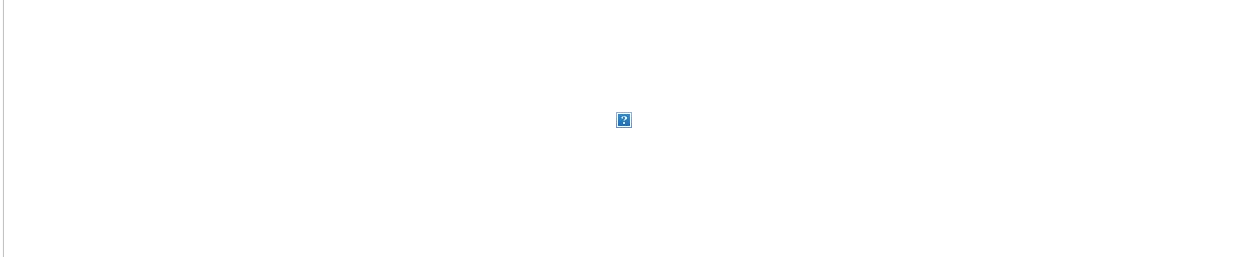
To: Kristi McRedmond <kmcredmond@Ascentgeomatics.com>

Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>; Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>; Regulatory <regulatory@Ascentgeomatics.com>; Curtis Weller <cweller@Ascentgeomatics.com>; Tommy Burden <TBurden@Ascentgeomatics.com>

Subject: RE: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

The exhibit A needs to read exactly like the example (obviously changing the legal calls and licensed area size to 100', 50' eather side of the CL). Once this change is made we will have a product we can submit to the city.

cid:image010.png@01D52C1E.F549C070



From: Kristi McRedmond <kmcredmond@Ascentgeomatics.com>

Sent: Wednesday, June 26, 2019 10:54 AM

To: Booth, Randall W (Land Services of CA, LLC) <Randall.W.Booth@contractor.conocophillips.com>

Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>; Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>; Regulatory <regulatory@Ascentgeomatics.com>; Curtis Weller <cweller@Ascentgeomatics.com>; Tommy Burden <TBurden@Ascentgeomatics.com>

Subject: RE: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

Good morning Randall,

We used the example provide to format and ensure we had the proper updates. Take a look at the updated Exhibit A attached.

Attached:

- Rush North Crossing License Agreement

Let me know if you have any questions.

Thanks,

Kristi McRedmond

Sr. Project Manager

[Ascent Geomatics Solutions](#) (Formerly PFS)

Office: 303.928.7128

8620 Wolff Court

Westminster, CO 80031

TBPLS Firm Registration No. 10194123

ASG_ColAnDel_1



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From: Booth, Randall W (Land Services of CA, LLC) <Randall.W.Booth@contractor.conocophillips.com>
Sent: Tuesday, June 25, 2019 2:00 PM
To: Kristi McRedmond <kmcredmond@Ascentgeomatics.com>
Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>; Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>; Regulatory <regulatory@Ascentgeomatics.com>; Curtis Weller <cweller@Ascentgeomatics.com>; Tommy Burden <TBurden@Ascentgeomatics.com>
Subject: FW: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

Kristy,

Here is what was submitted on a similar project...Please duplicate this, including notes using Rush north data. Ownership will be City of Aurora. Also if you will read below you will see some of the redline notes that were provided by the city.

From: Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>
Sent: Tuesday, June 25, 2019 1:19 PM
To: Booth, Randall W (Land Services of CA, LLC) <Randall.W.Booth@contractor.conocophillips.com>
Subject: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

FYI

From: Clark, Thomas <tclark@auroragov.org>
Sent: Thursday, May 30, 2019 11:56 AM
To: Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>
Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>
Subject: RE: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

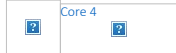
Scott,

Please see the attached for reference regarding the following comments:

- The license for the access road needs a couple minor changes in language (as shown) and the license for the culvert has none. However, I am unable to check the accuracy as I do not have the geometry for what has been labeled as "future Powhatan Rd", nor do I have a document for the "ultimate ROW"
- The headings should be "Exhibit A" and "Illustration for Exhibit A" for the road and "Exhibit B" and "Illustration for Exhibit B" for the culvert rather than what they are now.
- Basis of bearings statement needed on description and illustration
- Lineal units statement needed
- (Printed) name, license number, and address of surveyor needed on descriptions
- Stamp and signature needed on illustrations (as well as descriptions)
- I believe based on the language in the info packet that the POB and POT need to be tied to two separate control points
- No company logos accepted
- COA title block needed

Thank you sir! Be in touch with any questions.

Tom Clark
Real Property Specialist | City of Aurora
Office 303.739.1508



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From: Farkas, Scott (Veracity Land Services, LLC) [<mailto:Scott.Farkas@contractor.conocophillips.com>]
Sent: Wednesday, May 29, 2019 9:34 AM
To: Clark, Thomas <tclark@auroragov.org>
Cc: Denzer, Kathy F <Kathy.F.Denzer@conocophillips.com>
Subject: FW: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

The attachment on this email may be used to deliver Malware or a computer virus. Prior to opening the attachment ensure that you are expecting the email and you recognize the sender. Please contact the service desk <http://cherwell/CherwellPortal/ServiceDesk20> if you have any questions.
Tom-

It looks like we have approval to proceed from Vern Adams. Please find attached the L.A. along with the revised exhibits reflecting the additional 1" steel plate and 2' of ground cover, and the revised Site Plan and SWMP reflecting the same. By analysis this is not needed for our access road crossing the PWP, but given the "good practice" recommendation Conoco will build to these specifications. Please let us know if this may be routed for signature again on our side. If there are any additional COA departments that will be providing input we would like to know that now before we execute the L.A..

Thanks,

Scott

From: Adam, Vern <Vadam@auroragov.org>
Sent: Friday, May 24, 2019 8:46 AM
To: Farkas, Scott (Veracity Land Services, LLC) <Scott.Farkas@contractor.conocophillips.com>
Cc: Fiori, Steven <sfiori@auroragov.org>; Clark, Thomas <tclark@auroragov.org>; Young, Sarah <syoung@auroragov.org>
Subject: [EXTERNAL]FW: Grande North - Prairie Waters Pipeline Crossings

Scott,

Please reference the message below and the attached document regarding the structural analysis on the Prairie Waters pipeline crossing. Note the loading restrictions as previously discussed to include the steel plate and 2 feet of additional cover at the access road crossing.

The drainage swale crossing looks acceptable as proposed with no additional cover required.

Thank you for your patience on this effort.

Vernon A. Adam, P.E.
Engineering Services Manager
Aurora Water Department
15151 E. Alameda Parkway, Suite 3600
Aurora, CO 80012
Office: 720-859-4324
Cell: 303-549-7909

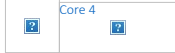


From: Bedford, Dean
Sent: Friday, May 24, 2019 7:51 AM
To: Adam, Vern <Vadam@auroragov.org>
Subject: FW: Grande North - Prairie Waters Pipeline Crossings

Vern-

Here is the determination from Dewberry. All looks good.

Dean Bedford, PE, PMP
Principal Engineer
Aurora Water
Planning & Engineering Division | City of Aurora
office 720.859.4342 | mobile 720.333.5587



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From: Bundschuh, Carl <cbundschuh@Dewberry.com>
Sent: Thursday, May 23, 2019 3:02 PM
To: Bedford, Dean <dbedford@auroragov.org>
Cc: Hoatson, Evan <ehoatson@Dewberry.com>
Subject: Grande North - Prairie Waters Pipeline Crossings

Dean,

Attached are the marked up plan and profile figures and calculations for deflection and buckling for the Prairie Waters Pipeline crossings at the proposed Grande North well site.

From the plan and profile drawings provided to Dewberry, we have located two crossings (labeled in the attached drawings) over the existing 60-inch Prairie Waters Pipeline:

- **'Crossing A'** is at the location of the proposed 23' access road to the site (shown on Grande North plan set sheet 2)
- **'Crossing B'** is at the location of a proposed culvert installation on the south side of the site (shown on Grande North plan set sheet 3)

PWP Crossing A (Access road)

Based on the record drawings of the Prairie Waters Pipeline, the pipeline is shown at a depth of roughly 10-ft deep from existing grade at the 'Crossing A' location. Our calculations show that the pipeline will not experience excessive deflection or reach the buckling limit with the proposed 45k axle load at the existing grade. The pipeline will also be safe if you add 1" steel plating and 2-ft of additional cover over the pipeline at this crossing (bringing the total cover over the pipeline to roughly 12-ft). The plate and additional cover is not needed per the calculations, but is good practice to prevent soil rutting or a reduction of cover over the pipeline (in some cases it can be detrimental due to excessive cover, but it isn't in this case)

PWP Crossing B (Culvert)

For 'Crossing B', the record drawings show the existing pipe depth at roughly 20-ft, which from our calculations is the maximum allowable depth for the pipe (deeper burial results in the pipe being at its buckling design limit). Therefore, we do not recommend adding any additional cover over the pipeline at Crossing B. The removal of cover over the pipe with heavy construction equipment (loaded scrapers) at this location is acceptable. Maintain a minimum cover of 4 ft over the pipe.

If you need any more information or clarifications from us regarding these crossings please feel free to reach out.

Regards,
Carl

Carl R. Bundschuh P.E.
Senior Associate
Dewberry Engineers Inc.
990 S. Broadway, Suite 400
Denver, Colorado 80209
303.951.0615 direct
303-859-5603 mobile
cbundschuh@dewberry.com
www.dewberry.com

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LICENSE AGREEMENT
(PRAIRIE WATERS EASEMENT)

THIS LICENSE AGREEMENT, made this _____ day of _____ 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

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 24 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, re-construction, 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.

- 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

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.

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.

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

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.

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. 31 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.

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.

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

29. 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]

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, Interim Director of Public Works

Reviewed by:

Reviewed by:

Vern Adam, Aurora Water

Hector Reynoso, Manager- Real Property Services

APPROVED AS TO FORM:

Reviewed by:

Michelle Gardner, Sr. Asst. City Attorney

Renee Pettinato Mosley, Risk Manager

License No. PWP- NW ¼ Sec. 28- T4S – R65W
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
Attorney-In-Fact

By: _____
Lindsay B. Weddle
Attorney-In-Fact

STATE OF TEXAS)
) SS
HARRIS COUNTY)

The foregoing instrument was subscribed and affirmed before me this ____ day of _____, 2019, by Lindsay B. Weddle.

Witness my hand and official seal.

Notary Public

My commission expires:_____