

## EASEMENT AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

THAT Pueblo, a Municipal Corporation (hereinafter called CITY), for and in consideration of the sum of TEN AND NO/100----- Dollars (\$ 10.00 ) in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto COLORADO INTERSTATE GAS COMPANY a Delaware General Partnership, its successors and assigns (hereinafter called "COMPANY"), subject to the terms and conditions set forth herein, a 50 foot wide easement solely for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline with fittings, tie-overs, cathodic protection equipment, and all appliances appurtenant thereto (collectively, the "Pipeline") for the transportation of oil, gas, or any other liquids or substances associated with natural gas, along routes convenient for COMPANY's operations across CITY'S property situated in the County of Pueblo, State of Colorado, described as follows:

As described in Exhibit "A" hereto, which is incorporated herein by reference (the "Easement Property"), and which is depicted on Drawings No(s) 248AU-135.5, 248AU-140.5, 248AU-147.5, & 248AU-148.5, attached to said Exhibit "A".

CITY, its successors, heirs or assigns, reserves all oil, gas and minerals on and under said Easement Property and the right to farm, graze and otherwise fully use and enjoy said lands, and further reserves the right to use the surface of the Easement Property for open space, public trails, roads, and other purposes not inconsistent with the easement granted; 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 Pipeline. The Pipeline shall not be used for the conveyance of raw water out of Pueblo County. Subject to the terms and conditions set forth herein, COMPANY shall have all privileges reasonably necessary for the use of the rights herein granted.

The easement granted herein shall be subject to all of the following terms and conditions:

1. COMPANY 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" system prior to the construction or excavation in or upon the Easement Property.
2. Upon completion of the installation of the Pipeline, COMPANY, shall grade, re-seed and restore the surface of the ground over said Easement Property and any other portion of the CITY's property disturbed by COMPANY during the construction and installation of the Pipeline to the condition which it was in immediately preceding the construction and installation to the extent reasonably possible. Further, COMPANY shall repair any damage to pasture, fences and other improvements, and pay for any damage to livestock resulting from laying, constructing, maintaining, operation, repairing, replacing or removing the Pipeline. In the event of disturbance of any wetlands, COMPANY shall obtain all required permits and shall restore such wetlands as required by the terms of said permits and law.
3. All fences that must be cut in order to accomplish any of the purposes herein above granted to COMPANY shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, within the remainder of the fence shall not go slack or be slackened and after said installation or repair, said fence shall be replaced in as good as condition as said fences were before cutting. COMPANY will install gates along said right of way at CITY's or adjacent landowner's request and at reasonable and mutually agreed upon locations.
4. In consideration for the grant of this Easement, COMPANY further agrees to assume full liability and responsibility for all injuries and property damage occurring after the date hereof to CITY, its agents, employees, invitees, contractors, successors and assignees, arising from the construction or use of the Pipeline and use of said easement for the purposes aforesaid. COMPANY agrees to hold harmless, indemnify and defend CITY from all liability and expense on account of any and all claims, expenses, liabilities, damages to property or injury to or death of persons, or actions arising from or out of the construction, reconstruction, installation, operation, maintenance, repair, alteration, rehabilitation, removal, or replacement of the Pipeline by COMPANY or its employees, agents or contractors. In connection with the performance of any such work within the Easement Property as described above, COMPANY shall exercise due care to protect CITY's facilities in or adjacent to the easement from damage; and COMPANY shall be liable to CITY for all losses and damages sustained by CITY arising from the performance of any of said work.
5. COMPANY acknowledges and agrees that in no event will it locate, erect or cause to be located or erected any building, mobile trailer unit, or other structures upon the Easement Property. CITY shall, in addition all other rights available to it under law or equity, have the right to remove any such building or structure at COMPANY's expense.

6. CITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE AND WARRANTIES AS TO FITNESS OR USE OF THE EASEMENT PROPERTY. THE RIGHTS GRANTED HEREIN IN THE EASEMENT PROPERTY ARE CONVEYED "AS IS", WITH ALL FAULTS AND SUBJECT TO EXISTING PHYSICAL, ENVIRONMENTAL AND OTHER CONDITIONS.

7. If at any time, the CITY, or any enterprise of CITY, elects to, or requires a property owner to, alter, widen, repair, realign, abandon, improve, vacate, reroute or change the grade of any street or sidewalk or to replace, repair, install, maintain, or otherwise alter any above ground or underground cable, wire, conduit, pipe, line, pole, structure, or other facility utilized for the provision of utility or other services or transportation of drainage, sewage or other liquids or gases, or if CITY undertakes the construction of any public project upon its property, including the Easement Property, or property it holds in trust, the COMPANY shall, at its sole expense, remove or relocate its pipeline from or within the Easement Property so as not to interfere with such changes or alteration in the street, sidewalk, facility, structure, or so as not to interfere with construction of said public project. Reasonable advance written notice shall be mailed to the COMPANY advising the COMPANY of the date or dates removal or relocation is to be undertaken.

8. In case COMPANY abandons, ceases to use for a period of three (3) years or permanently remove the pipeline, this easement and all rights, privileges and interests granted herein shall terminate. In the event of any material breach of this Easement Agreement by Company, CITY shall have the right to terminate COMPANY's rights hereunder upon thirty (30) days advance written notice.

ATTEST:

*Gina Dutcher*  
City Clerk



PUEBLO, a Municipal Corporation  
By *Vera Ortegon*  
President of the City Council

Acceptance

The easement and all rights and privileges granted by the foregoing Easement Agreement are hereby accepted in accordance with and subject to the terms of the foregoing Easement Agreement. The person executing this instrument on behalf of COMPANY represents that he or she has full authority on behalf of COMPANY to execute this Easement Agreement and bind the Company to its terms.

Colorado Interstate Gas Company

By *David Anderson*

Name: David Anderson  
Title: Mgr Land Dept.

COUNTY OF PUEBLO )  
STATE OF COLORADO ) ss.

The foregoing instrument was acknowledged before me in Pueblo County, Colorado this 14<sup>th</sup> day of October, 2009 by Vera Ortegon as President of the City Council and by Gina Dutcher as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: 8/11/2011.

[SEAL]

*Rebecca S. Durkin*  
Notary Public

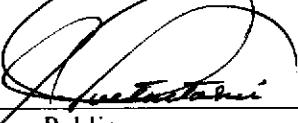
COUNTY OF El Paso )  
STATE OF Colorado ) ss.

The foregoing instrument was acknowledged before me on this 10 day of  
September, 2009 by David Anderson as Manager, Hand Dept.  
of Colorado Interstate Gas Company.

Witness my hand and official seal.

My commission expires: 12.29.2012

[S E A L]

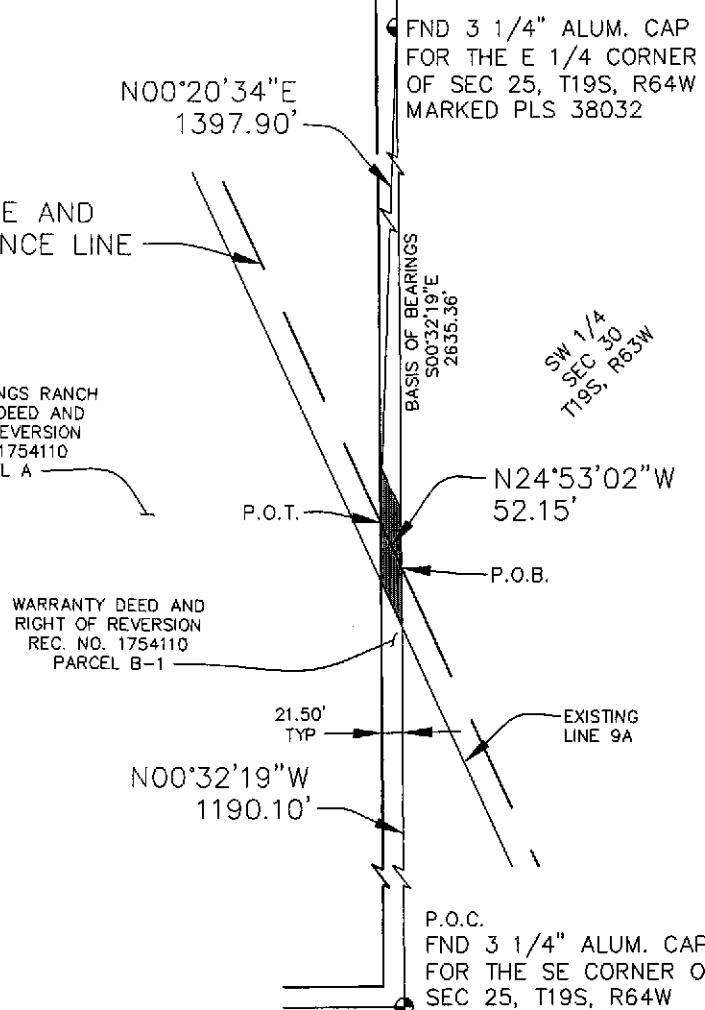
  
\_\_\_\_\_  
Notary Public

1821788 EASE 10/16/2009 03:42:47 PM  
Page: 3 of 7 R 36.00 D 0.00 T 36.00  
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co  


## EXHIBIT A

1821788 EASE 10/16/2009 03:42:47 PM  
 Page: 4 of 7 R 36.00 D 0.00 T 36.00  
 Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

## PROPOSED PIPELINE AND EASEMENT REFERENCE LINE



## LEGEND

- SECTION CORNER (FOUND AS NOTED)
- QUARTER CORNER (FOUND AS NOTED)

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
P.O.T. POINT OF TERMINUS

52.15 FEET 3.16 RODS 0.06 ACRES



## EASEMENT DESCRIPTION

A 50.00 foot wide easement for pipeline purposes, being a portion of the Southeast one-quarter of Section 25, Township 19 South, Range 64 West of the Sixth Principal Meridian and a portion of a parcel described as Parcel B-1 in a document recorded at Reception No. 1748310 and re-recorded at Reception No. 1754110 in the Pueblo County Clerk and Recorders Office, the side lines of said easement lie parallel and perpendicular 25.00 feet each side of the following described centerline:

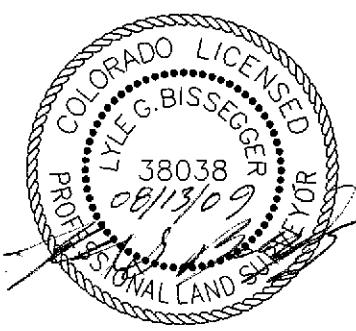
Commencing at the Southeast Corner of said Section 25; Thence N00°32'19"W along the east line of said Southeast one-quarter, a distance of 1190.10 to a point on the east line of said parcel, being the Point of Beginning; Thence N24°53'02"W, a distance of 52.15 feet to a point on the west line of said parcel, being the Point of Terminus. From which the East Quarter Corner of said Section 25 bears N00°20'34"E, a distance of 1397.90 feet. The side lines of said easement shall be either lengthened or shortened to intersect the West and East line of said parcel, being the Point of Terminus and the Point of Beginning.

## BASIS OF BEARING

Basis of bearing being the East line of the Southeast one-quarter of Section 25, monumented on the south by a 3 1/4" aluminum cap, marked PLS 7735 and on the north by a 3 1/4" aluminum cap, marked PLS 38032 and considered to bear S00°32'19"E.

## CERTIFICATE OF SURVEYOR

I, Lyle G. Bissegger, a Registered Land Surveyor in the State of Colorado, do hereby certify that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.



## NOTES

- The accompanying plot does not constitute a boundary survey.
- Easement centerline may not represent the location of the pipeline.
- Client did not want rights-of-ways and easements shown.
- Distances and Bearings shown are relative to UTM Zone 13 North NAD 83. All distance shown are US Survey Feet.
- Combined adjustment factor: 0.99960 (grid to Ground).

Lyle G. Bissegger, PLS No. 38038  
for and on behalf of Nolte Associates, Inc.

**NOLTE**  
BEYOND ENGINEERING

1975 RESEARCH PKWY, SUITE 165 COLORADO SPRINGS, CO. 80920  
916.641.1500 TEL 916.641.9222 FAX WWW.NOLTE.COM

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					

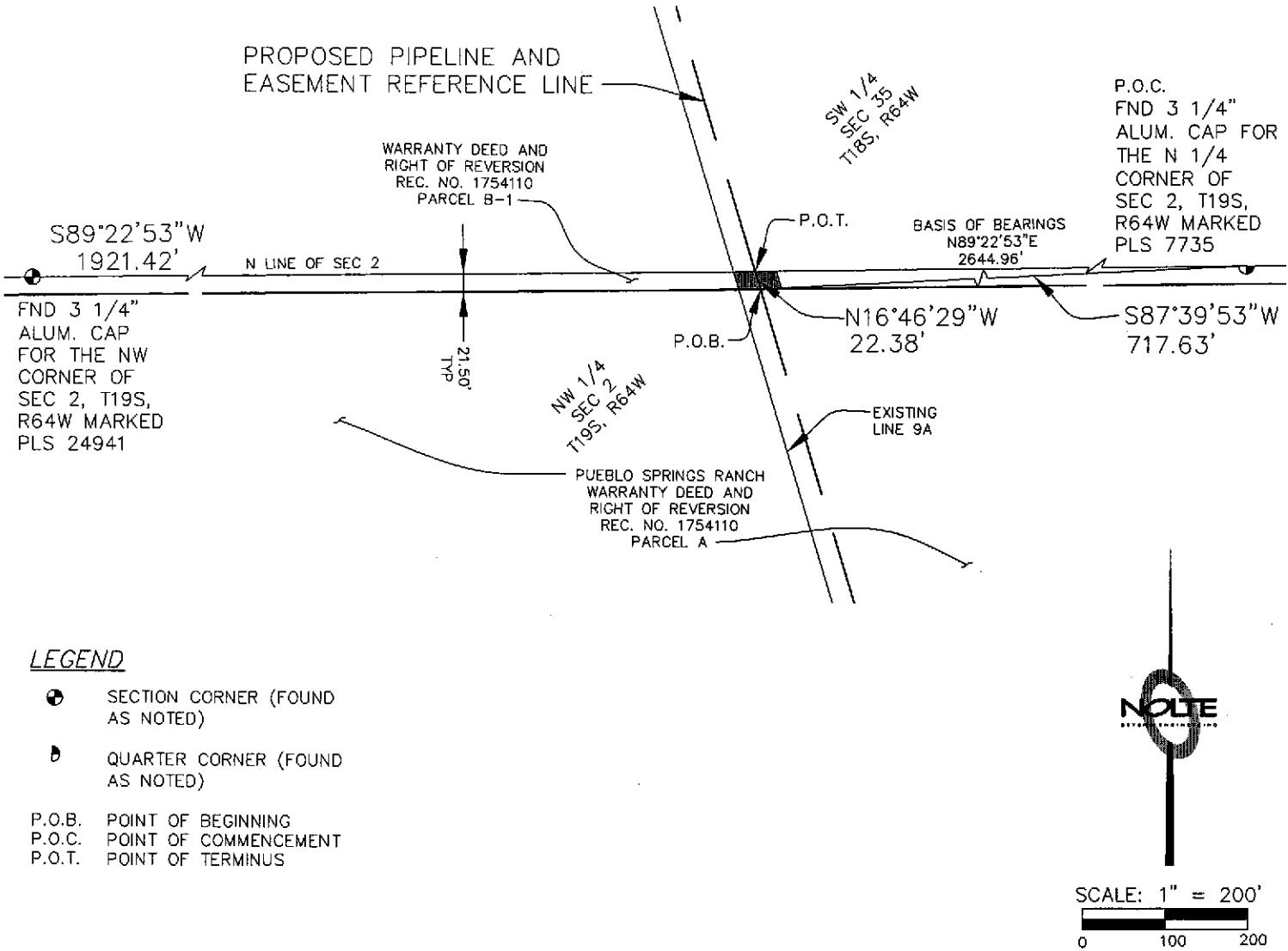
Division: ROCKY MOUNTAIN	Op. Area: PUEBLO
State: COLORADO	Co./Par.: PUEBLO
Section: 25	Township: 19S Range: 64W
Dft: CLH	Date: 08/05/09
Chk: LGB	Date: 08/05/09
Appr:	Filename: 0248-AU-01355

LAND PLAT  
LINE 248A-16"  
AGUILAR LATERAL  
CITY OF PUEBLO

**ep** | Colorado  
Interstate Gas  
an El Paso company

248AU-135.5	Sheet: 1 of 1	Rev.
	Type: ACAD	

## EXHIBIT A

EASEMENT DESCRIPTION

A 50.00 foot wide easement for pipeline purposes, being a portion of the Northwest one-quarter of Section 2, Township 19 South, Range 64 West of the Sixth Principal Meridian and a portion of a parcel described as Parcel B-1 in a document recorded at Reception No. 1748310 and re-recorded at Reception No. 1754110 in the Pueblo County Clerk and Recorders Office, the side lines of said easement lie parallel and perpendicular 25.00 feet each side of the following described centerline:

Commencing at the North Quarter Corner of said Section 2; Thence S87°39'53"W, a distance of 717.63 to a point on the south line of said parcel, being the Point of Beginning; Thence N16°46'29"W, a distance of 22.38 feet to a point on the north line of said Section 2 and the north line of said parcel, being the Point of Terminus. From which the Northwest Corner of said Section 2 bears S89°22'53"W, a distance of 1921.42 feet.

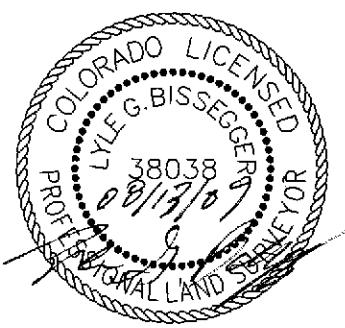
The side lines of said easement shall be either lengthened or shortened to intersect the North and South line of said parcel, being the Point of Terminus and the Point of Beginning.

BASIS OF BEARING

Basis of bearing being the North line of the Northwest one-quarter of Section 2, monumented on the west by a 3 1/4" aluminum cap, marked PLS 24941 and on the east by a 3 1/4" aluminum cap, marked PLS 7735 and considered to bear N89°22'53"E.

CERTIFICATE OF SURVEYOR

I, Lyle G. Bissegger, a Registered Land Surveyor in the State of Colorado, do hereby certify that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.

NOTES

1. The accompanying plot does not constitute a boundary survey.
2. Easement centerline may not represent the location of the pipeline.
3. Client did not want rights-of-ways and easements shown.
4. Distances and Bearings shown are relative to UTM Zone 13 North NAD 83. All distance shown are US Survey Feet.
5. Combined adjustment factor: 0.99980 (grid to Ground).

Lyle G. Bissegger, PLS No. 38038  
for and on behalf of Nolte Associates, Inc.

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					

Division: ROCKY MOUNTAIN	Op. Area: PUEBLO
State: COLORADO	Co./Parc: PUEBLO
Section: 2	Township: 19S
Ranger: 64W	
Dft: CLH	Date: 08/05/09
Chk: LGB	Date: 08/05/09
Appr:	Date:

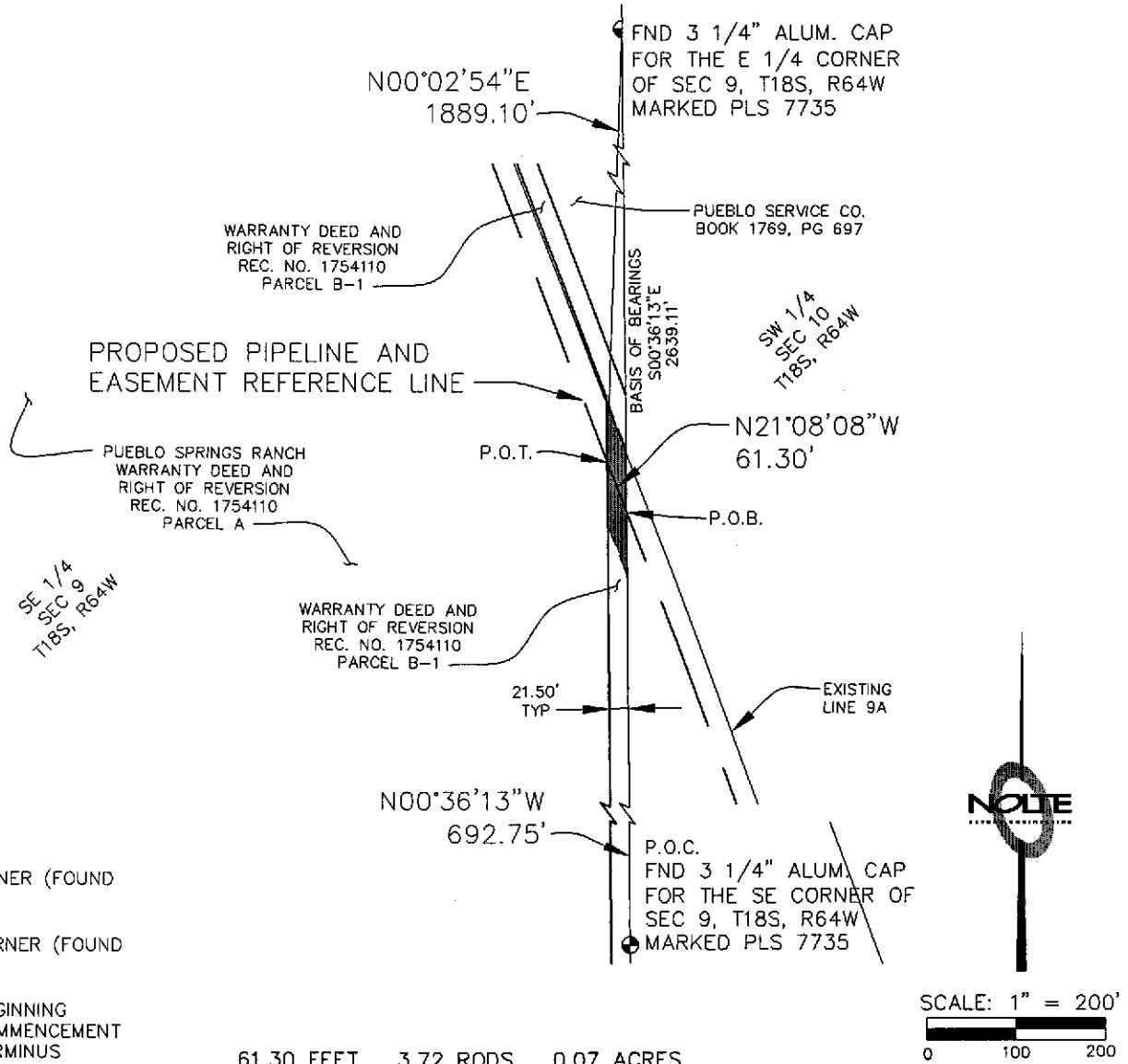
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Page: 5 of 7 R 36.00 D 0.00 T 36.00  
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



Colorado  
Interstate Gas  
an El Paso company

0.5	Sheet 1 of 1	Rev.
	Type: ACAD	

EXHIBIT A



*EASEMENT DESCRIPTION*

A 50.00 foot wide easement for pipeline purposes, being a portion of the Southeast one-quarter of Section 9, Township 18 South, Range 64 West of the Sixth Principal Meridian and a portion of a parcel described as Parcel B-1 in a document recorded at Reception No. 1748310 and re-recorded at Reception No. 1754110 in the Pueblo County Clerk and Recorders Office, the side lines of said easement lie parallel and perpendicular 25.00 feet each side of the following described centerline:

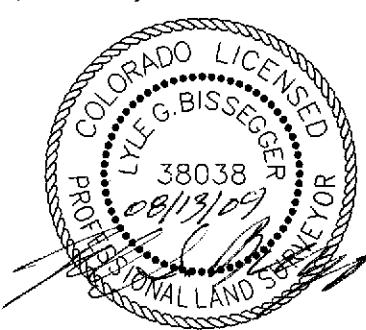
Commencing at the Southeast Corner of said Section 9; Thence N00°36'13"W along the east line of said Southeast one-quarter, a distance of 692.75 to a point on the east line of said parcel, being the Point of Beginning; Thence N21°08'08"W, a distance of 61.30 feet to a point on the west line of said parcel, being the Point of Terminus. From which the East Quarter Corner of said Section 9 bears N00°02'54"E, a distance of 1889.10 feet.  
The side lines of said easement shall be either lengthened or shortened to intersect the West and East line of said parcel, being the Point of Terminus and the Point of Beginning.

### BASIS OF REARING.

Basis of bearing being the East line of the Southeast one-quarter of Section 9, monumented on the south by a 3 1/4" aluminum cap, marked PLS 7735 and on the north by a 3 1/4" aluminum cap, marked PLS 7735 and considered to bear S00°36'13"E.

*CERTIFICATE OF SURVEYOR*

I, Lyle G. Bissegger, a Registered Land Surveyor in the State of Colorado, do hereby certify that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.



## NOTES

1. The accompanying plot does not constitute a boundary survey.
2. Easement centerline may not represent the location of the pipeline.
3. Client did not want rights-of-ways and easements shown.
4. Distances and Bearings shown are relative to UTM Zone 13 North NAD 83. All distance shown are US Survey Feet.
5. Combined adjustment factor: 0.99960 (grid to Ground).

Lyle G. Bissegger, PLS No. 38038  
for and on behalf of Nolte Associates, Inc.



BEYOND ENGINEERING  
1975 RESEARCH PKWY, SUITE 165 COLORADO SPRINGS, CO. 80920  
915.541.1500 TEL 916.541.9222 FAX WWW.NOLTE.COM

Division: ROCKY MOUNTAIN	Op. Area: PUEBLO	
State: COLORADO	Co./Par.: PUEBLO	
Section: 9	Township: 18S	Range: 64W
Dft: CLH	Date: 08/05/09	Project ID: 126965
Chk: LGB	Date: 08/05/09	Scale: 1: 1821788
Appr:	Date:	Filename: Page: 6 Gilbert 0
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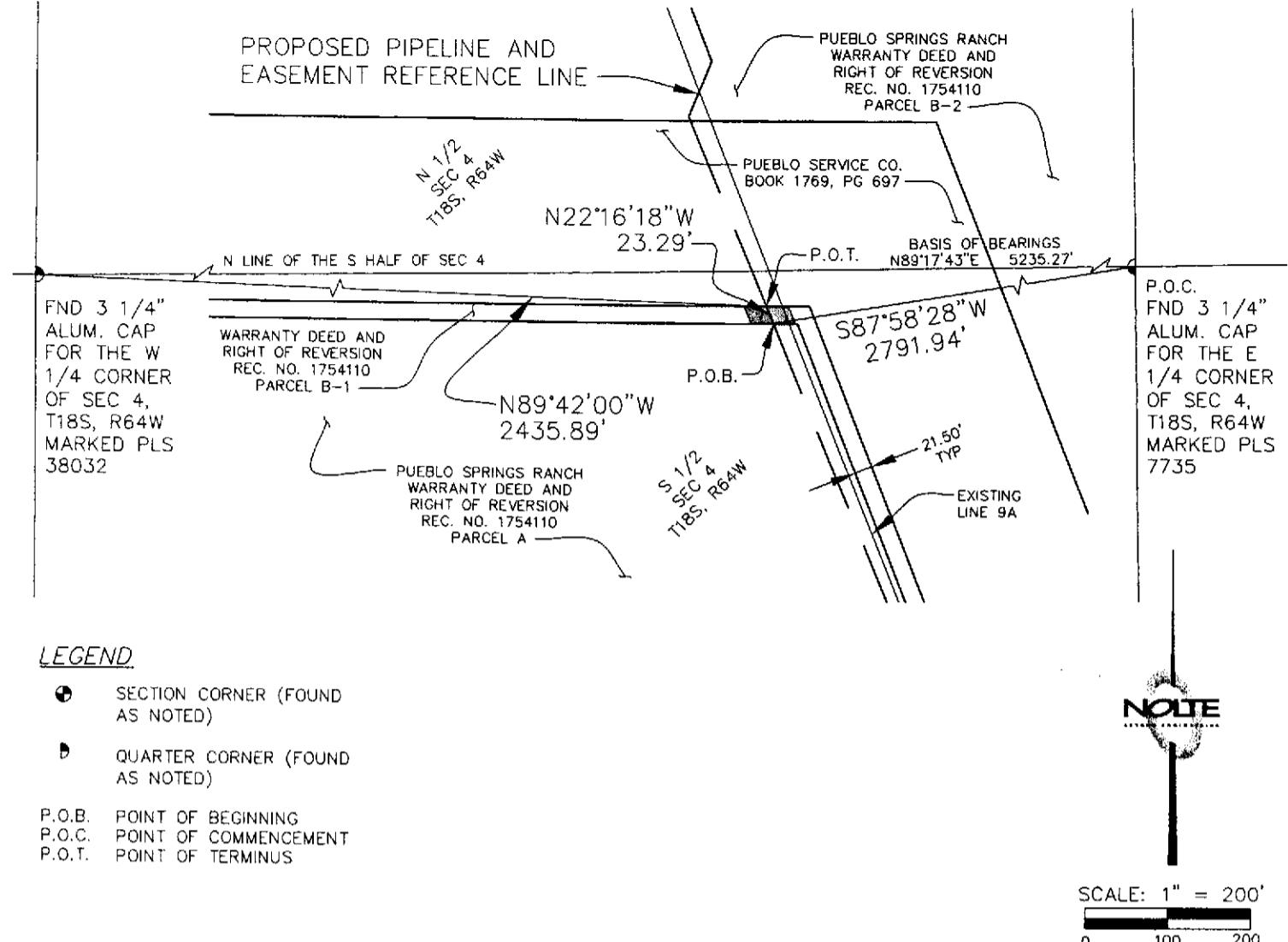
LAND PLAT  
LINE 248A-16"  
AGLUTI AR | LATERAL



# Colorado Interstate Gas an El Paso company

AU-147.5 Sheet 1 of 1 Rev. Type: ACAD

## EXHIBIT A

EASEMENT DESCRIPTION

A 50.00 foot wide easement for pipeline purposes, being a portion of the South one-half of Section 4, Township 18 South, Range 64 West of the Sixth Principal Meridian and a portion of a parcel described as Parcel B-1 in a document recorded at Reception No. 1748310 and re-recorded at Reception No. 1754110 in the Pueblo County Clerk and Recorders Office, the side lines of said easement lie parallel and perpendicular 25.00 feet each side of the following described centerline:

Commencing at the East Quarter Corner of said Section 4; Thence S87°58'28" W, a distance of 2791.94 to a point on the south line of said parcel, being the Point of Beginning; Thence N22°16'18" W, a distance of 23.29 feet to a point on the north line of said parcel, being the Point of Terminus. From which the West Quarter Corner of said Section 4 bears N89°42'00" W, a distance of 2435.89 feet.

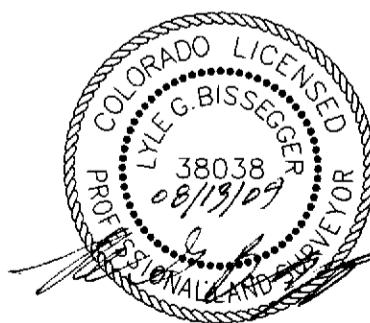
The side lines of said easement shall be either lengthened or shortened to intersect the North and South line of said parcel, being the Point of Terminus and the Point of Beginning.

BASIS OF BEARING

Basis of bearing being the North line of the South Half of Section 4, monumented on the west by a 3 1/4" aluminum cap, marked PLS 38032 and on the east by a 3 1/4" aluminum cap, marked PLS 7735 and considered to bear N89°17'43" E.

CERTIFICATE OF SURVEYOR

I, Lyle G. Bissegger, a Registered Land Surveyor in the State of Colorado, do hereby certify that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.



Lyle G. Bissegger, PLS No. 38038  
for and on behalf of Nolte Associates, Inc.

NOTES

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- Combined adjustment factor: 0.99960 (grid to Ground).

NOLTE					
BEYOND ENGINEERING					
1375 RESEARCH PKWY, SUITE 165	COLORADO SPRINGS, CO. 80920				
916.641.1300 TEL 916.641.9222 FAX					
	WWW.NOLTE.COM				
Division: ROCKY MOUNTAIN	Op. Area: PUEBLO				
State: COLORADO	Co./Par.: PUEBLO				
Section: 4	Township: 18S	Range: 64W			
Dft: CLH	Date: 08/05/09	Project ID: 126965			
Chk: LGB	Date: 08/05/09	Scale: AS SHOWN			
Appr:	Date:	Filename: 0248-AU-01505			

LAND PLAT			REVISIONS		
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
LINE 248A-16"					
AGUILAR LATERAL					
1821788 EASE 10/16/2009 03:42:47 PM					
Page: 7 of 7 R 36.00 D 0.00 T 36.00					
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co					
ep Colorado Interstate Gas an El Paso company					
Sheet: 1 of 1 Rev.					
Type: ACAD					