

**CITY OF BRIGHTON NON-EXCLUSIVE LICENSE AGREEMENT
FOR UNDERGROUND GAS AND OIL PIPELINES**

This Non-Exclusive License Agreement (this “Agreement”) is made this ___ of October, 2019, from City of Brighton whose address is 500 S 4th Avenue, Brighton, CO 80601 (“City”), to Cureton Front Range, LLC, a Delaware Limited Liability Company, whose address is 518 17th Street, Suite 1450, Denver, CO 80202 (“Licensee”). City and Licensee may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. Recitals.

a. The City is the holder of an easement or other property interest for public right-of-way (“ROW”), and desires to protect and preserve the ROW.

b. Licensee desires to use and occupy a portion of the ROW for certain authorized uses in relation to one underground gas pipeline and one oil pipeline as more particularly described in Exhibit A (“Pipeline”) within, under or along portions of the ROW.

c. Licensee desires to obtain the City's permission to use and occupy the ROW and the City desires to allow Licensee to use and occupy the ROW by this License. This will include 7,997 feet of existing ROW and 2,300 feet of future ROW.

2. Licensed Property. In consideration of the License Fee as defined in Section 3, and of the covenants and agreements of Licensee as set forth in this License, City hereby grants a license and permission to Licensee to engage in Authorized Uses (as listed in Section 5 below) concerning the Pipeline on, over, across and under ROW generally described as follows and more particularly described in Exhibit A:

10,297 FEET OF PIPELINE LOCATED WITHIN SECTION 34, TOWNSHIP 1 NORTH,
RANGE 66 WEST AND SECTION 2 AND 3 TOWNSHIP 1 SOUTH, RANGE 66 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO
AS MORE PARTICULARLY DESCRIBED AND SHOWN ON EXHIBIT A.

3. License and Other Fees.

a. License Fee. Licensee shall pay to City pay an initial payment of three hundred thousand U.S. Dollars (\$400,000) upon the commencement of construction of the Pipeline by Licensee (the “Commencement Fee”). In addition to the Commencement Fee, Licensee shall pay to City the sum of fifteen thousand U.S. Dollars (\$15,000.00) per annum, payable on or prior to the Effective Date of this License and any anniversary of the Effective Date Agreement (“License Fee”). The License Fee shall be annually adjusted by the last available Denver-Boulder Greeley Consumer Price Index factor as published by the US Department of Labor Bureau of Labor Statistics. The City will inform Licensee in advance of the newly adjusted annual License Fee payment upon inquiry of Licensee in advance of the due date for payment of the revised License Fee amount.

b. Finance Charges. Licensee shall pay to City an additional sum of money equal to one and one half percent (1.5%) per month of the total unpaid License Fee, if any, in the event said License Fees are not received by City within thirty (30) days from the date it (or they) is due and payable. The finance charge provided by this section shall continue to accrue daily on a pro-rated basis until the date payment is received by City, not the date payment is delivered or the date postmarked on the payment.

c. If City, at its sole discretion, uses a collection agency or attorneys to collect finance charges or delinquent fees provided for in this License, and City is successful in collecting such charges, Licensee shall reimburse City for all reasonable collection costs, including reasonable collection agency fees and reasonable legal expenses.

d. The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid.

e. Failure of Licensee to receive any bill for any fee owing or any other amount due under this License, or receipt of a bill in an incorrect or unadjusted fee, shall neither override the terms in this License nor excuse nor release Licensee from liability or responsibility for payment of all amounts due.

4. Requirement for Conditional Use Permit from City of Brighton. The Licensee shall receive a Conditional Use Permit from the City for its proposed pipeline. The Conditional Use Permit, and conditions required in that permit, are hereby attached and are requirements of this License.

5. Authorized Uses by Licensee. City hereby grants and conveys unto Licensee an annual, non-exclusive license for the following uses (“Authorized Uses”) on, over, across and under the Licensed Property:

Surveying (including civil, environmental, cultural and geotechnical surveys), clearing, excavating, trenching, laying, constructing, erecting, operating, maintaining, inspecting, testing, repairing, altering, improving, upgrading, removing, replacing, re-laying, changing the size of, relocating, abandoning, and all other related and similar activities for the Pipeline for the transportation of oil and gas products and by-products thereof.

6. Limited License.

a. The City holds a limited property interest in the Licensed Property. Therefore, Licensee bears the sole obligation of obtaining from the fee title owner of the Licensed Property or others owning an interest in the Licensed Property, any authority or right Licensee may need in addition to this License for Licensee's use of the Licensed Property.

b. The City intends to use its ROW and the Licensed Property for the construction, operation, maintenance, repair, replacement, and relocation of those facilities (“Facilities”) allowed by the Licensed Property's status as public right-of-way, and the rights herein granted to Licensee are subject to the rights of the City to use the Licensed Property for such purposes, which rights the City hereby expressly reserves.

c. Should the City determine that the Pipeline unreasonably interferes with the construction, operation, maintenance, repair, replacement, relocation or use of the City's Facilities as allowed by the Licensed Property's status as public right-of-way, whether or not the Facilities exist at the time of execution of this License or may arise in the future, then Licensee will be solely responsible for relocating or lowering the Pipeline to address such interference within a reasonably expedient time as determined by the City. All costs incurred by the Licensee in addressing the interference shall be the sole obligation of the Licensee. The City has no obligation and will not reimburse any of Licensee's costs associated with relocating, lowering, or any surface repair or reclamation that such action necessitates. In the event the City determines that Pipeline needs to be relocated pursuant to this Section 6(c), the City agrees to provide Licensee with new space within the ROW for the relocation of the Pipeline; provide, however, Licensee shall remain solely responsible for the costs associated with the relocation of the Pipeline.

d. Licensee shall not object to the City or any of its franchisees constructing, operating, maintaining, repairing, replacing, and relocating any future utilities in the Licensed Property or City ROW.

e. Trees and other vegetation shall be allowed to be planted over the Pipeline if they are required to be planted by the City's rules, regulations, ordinances, or permit condition.

f. Any Facilities located within the ROW may be subject to cathodic protection by rectifier and related anode beds. The City shall not be liable for stray current or interfering signals induced in the Pipeline as a result of the operating of a cathodic protection system.

7. Additional Temporary Workspace. City also hereby grants to Licensee the right to use an additional temporary workspace (“ATW”). The ATW shall be adjacent to and along either side of the Pipeline as additional temporary workspace for any subsequent repair, maintenance, relocation, expansion, upgrade, improvement or removal of the Pipeline or any other work activities related to the use or purpose for which the License is used by Licensee. At locations such as roads, streams, ditches or specific areas which require more space to accomplish such purposes, Licensee shall have the right to use such ATW as reasonably necessary. Licensee access to ATW will be subject to requirements in this License. Prior to setting up or occupying any ATW, Licensee must obtain advance written consent of the City Director of Infrastructure and Public Works as to the location, size, lighting, noise emissions and other issues that the City requires be addressed in its sole discretion.

a. The City has and will continue to allow Facilities to be constructed within the ROW including without limitation natural gas gathering, storage, transmission, and distribution. Such natural gas Facilities may now transport and may continue to transport natural gas at significant pressures. Licensee accepts any associated risks and shall advise its employees, agents, contractors, and other persons who enter upon the ROW, pursuant to the provisions of this License, of the existence and nature of those risks.

b. The City has and will continue to allow electric transmission and distribution through Facilities within the ROW. Such electric Facilities may now transmit and may continue to transmit electric current at significant voltages and the conductors on electric lines may not be insulated. Licensee accepts any associated risks and shall advise its employees, agents, contractors, and other persons who enter upon the ROW, pursuant to the provisions of this License, of the existence and nature of those risks.

c. The City has and will continue to allow water, sewer, cable and any other type of Facilities within the ROW. Licensee accepts any associated risks and shall advise its employees, agents, contractors, and other persons who enter upon the ROW, pursuant to the provisions of this License, of the existence and nature of those risks.

8. Indemnification and Hold Harmless. Licensee shall defend, indemnify and hold harmless the City, its elected officials, employees, and agents from any and all liability, claims, adjudications and demands (including attorneys' fees and expenses) for personal injury, death or property damage arising out of or alleged to arise out of the this License if such injury is alleged to be or resulting from the acts or omissions, willful misconduct and/or negligent acts of the Licensee, its employees, contractors and agents.

9. Term, Termination and Survival of Certain Obligations.

a. This License shall continue in effect until terminated as set forth herein ("Term").

b. If Licensee fails to keep or perform any of Licensee's covenants contained in this License, or in the sole judgment of the City the use of the ROW make it impractical to maintain the existence of said Pipeline as authorized in this License, City has the right to terminate this License upon ninety (90) days written notice to Licensee, unless Licensee commences to cure such breach within said ninety (90) day period.

c. Upon abandonment or removal of the Pipeline, this License shall automatically terminate.

d. In the event Licensee abandons the pipeline for two (2) or more consecutive years, this License shall terminate except for those provisions which expressly survive termination.

e. Upon termination, Licensee shall have no further right to use the ROW for Authorized Uses or any other uses.

f. The following obligations shall survive termination:

- i. The obligation to pay License Fees, shall continue until Licensee delivers possession of the Property to City in the condition required by this License.
- ii. Licensee's obligations to indemnify the City as set forth in Section 8 and to maintain insurance coverage for such indemnification obligations for a period necessary to ensure that any applicable statute of limitations for filing a claim for which indemnification is provided under Section 8 has run.

10. Attorney's Fees. If a Party shall commence any action or proceeding against another Party in order to enforce the provisions of this License or to recover damages as a result of the alleged breach of any of the provisions of this License, the prevailing Party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.

11. Assignment. This License is not transferable or assignable without prior written permission from the City.

12. Governing Law; Venue and Jurisdiction. Licensee shall at all times comply with any and all local, state and federal laws, regulations and orders now in effect or which may hereafter be enacted pertaining to or affecting the installation, operation or maintenance of the Pipeline. This License shall be governed and construed in accordance with the laws of the state of Colorado regardless of the applicable of conflicts of law that would direct the application of the law of a different jurisdiction. The parties consent to the exclusive venue and personal jurisdiction, in any action brought in the Colorado District Court for Weld County, Colorado. The parties irrevocably waive, to the fullest extent permitted by applicable law, any claim, or any objection they may now, or hereafter have, that venue is not proper with respect to any such suit action or proceeding brought in such a court, including any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum and any claim that a party is not subject to the personal jurisdiction or services or process in such forum.

13. No Waiver of Governmental Immunity. Nothing in this License shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

14. Binding Effect. The Parties agree that this License, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.

15. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this License. Any third-party receiving a benefit from this License is an incidental and unintended beneficiary only.

16. Cooperation of City. City agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the ROW.

17. Recordation. Licensee shall have the right, but not the obligation, to record this License in the real estate records of Weld County, Colorado.

[Remainder left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this License as of the date first above written, and shall be the effective date.

CITY OF BRIGHTON:

ATTEST:

Ken Kreutzer, Mayor

Natalie Hoel, City Clerk

CURETON FRONT RANGE, LLC:

By: _____

Its: (title): _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of October, 2019, by _____, the _____ of CURETON FRONT RANGE, LLC, a Delaware limited liability company.

Witness my hand and seal.

My commission expires:_____

[SEAL]

Notary Public

Exhibit A
Legal Description and Map of Pipeline Route

A CENTERLINE DESCRIPTION BEING THAT PART OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, STATE OF COLORADO AND SECTIONS 2 AND 3 TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ADAMS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH RANGE 66 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE WEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 34, BY A 2.5" ALUMINUM CAP STAMPED "LS 38175" AND AT THE SOUTHEAST CORNER BY A 3.25" ALUMINUM CAP STAMPED "LS 13155", BEING ASSUMED TO BEAR SOUTH 00°39'47" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34;

THENCE, SOUTH 72°41'01" WEST A DISTANCE OF 673.67 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING 19 COURSES ALONG SAID CENTERLINE:

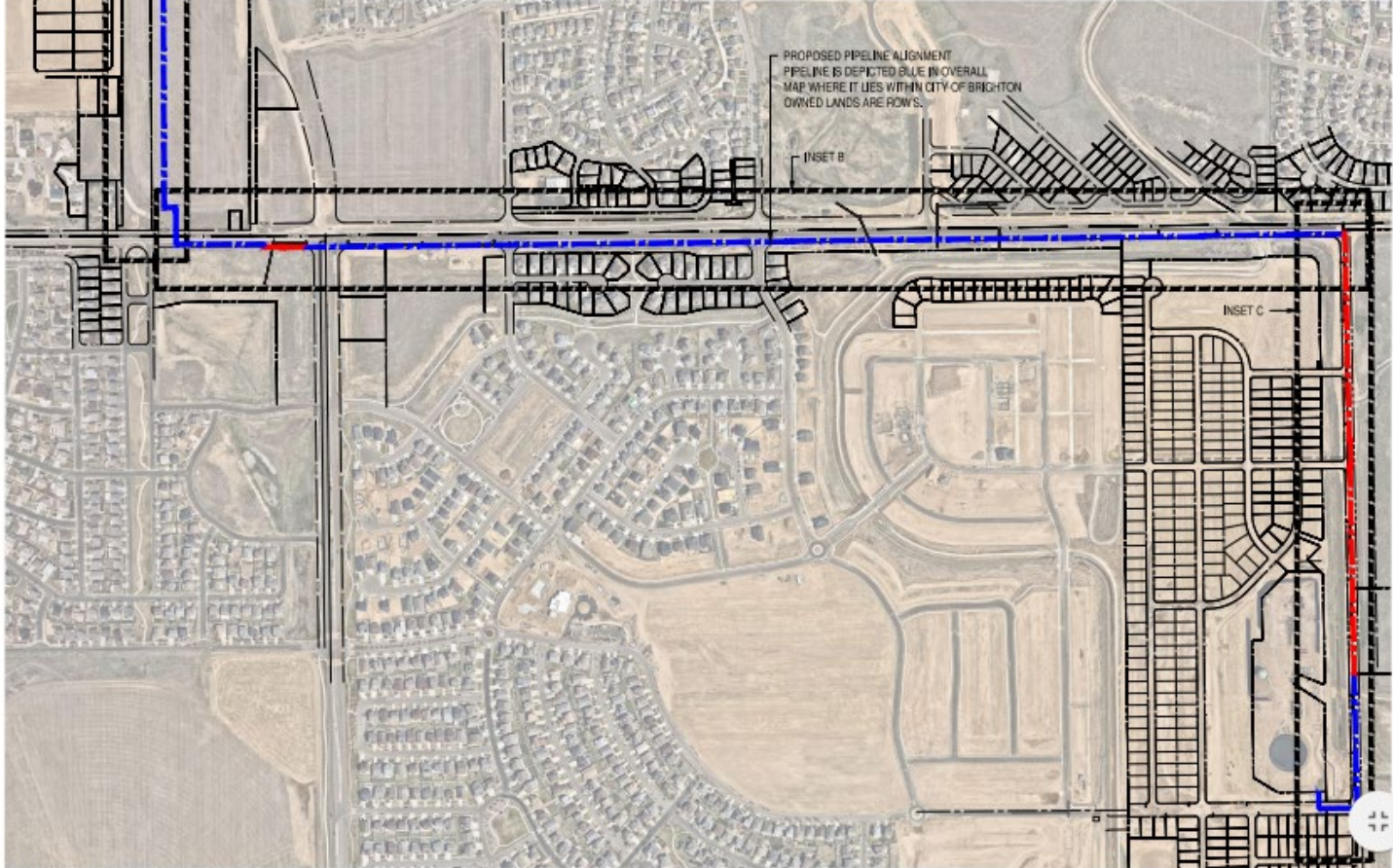
THENCE, NORTH 89°47'43" EAST A DISTANCE OF 220.58 FEET; THENCE, SOUTH 00°12'17" EAST A DISTANCE OF 2301.88 FEET; THENCE, NORTH 89°47'43" EAST A DISTANCE OF 61.54 FEET; THENCE, SOUTH 00°00'00" EAST A DISTANCE OF 207.39 FEET; THENCE, NORTH 89°43'41" EAST A DISTANCE OF 542.76 FEET; THENCE, NORTH 84°43'24" EAST A DISTANCE OF 20.68 FEET; THENCE, NORTH 89°19'00" EAST A DISTANCE OF 4339.18 FEET; THENCE, NORTH 89°16'11" EAST A DISTANCE OF 408.04 FEET; THENCE, NORTH 74°29'10" EAST A DISTANCE OF 17.74 FEET;

THENCE, NORTH 89°29'49" EAST A DISTANCE OF 428.73 FEET; THENCE, NORTH 84°06'04" EAST A DISTANCE OF 24.17 FEET; THENCE, SOUTH 89°57'50" EAST A DISTANCE OF 269.09 FEET; THENCE, SOUTH 01°13'38" EAST A DISTANCE OF 1058.45 FEET; THENCE, SOUTH 23°42'02" EAST A DISTANCE OF 14.14 FEET; THENCE, SOUTH 01°12'02" EAST A DISTANCE OF 125.00 FEET; THENCE, SOUTH 21°17'58" WEST A DISTANCE OF 14.21 FEET; THENCE, SOUTH 01°12'02" EAST A DISTANCE OF 1762.04 FEET; THENCE, SOUTH 89°32'48" EAST A DISTANCE OF 198.00 FEET;

THENCE, NORTH 00°39'47" WEST A DISTANCE OF 85.87 FEET TO THE POINT OF TERMINUS.



HOMESTEAD TO BRIGHTON EAST FARMS (LICENSE AGREEMENT FOOTAGES)			
SEGMENT	TYPE	LINEAR FOOTAGE	EXHIBIT LOCATION
SETTLERS WAY	CROSSING	32 FEET	INSET A
WELD COUNTY PARCEL #14713440015	EASEMENT	1,530 FEET	INSET A
EAST 168TH AVENUE	CROSSING	506 FEET	INSET A
EAST 168TH AVENUE	PARALLEL INSTALLATION	5,370 FEET	INSET B
NORTH 60TH AVENUE (RIDGELINE VISTA)	PARALLEL INSTALLATION	2,300 FEET	INSET C (LEFT AND RIGHT)
NORTH 60TH AVENUE (CURRENT CITY ROW)	PARALLEL INSTALLATION	703 FEET	INSET C (RIGHT)
LONGS PEAK AVENUE	PARALLEL INSTALLATION	226 FEET	INSET C (RIGHT)
ADAMS COUNTY PARCEL 156902131009	EASEMENT	51 FEET	INSET C (RIGHT)
TOTAL FOOTAGE (EXCLUDING RIDGELINE VISTA)		8,448 FEET	
TOTAL FOOTAGE (RIDGELINE VISTA ROW)		2,300 FEET	
GRAND TOTAL		10,748 FEET	



BEF TO HOMESTEAD - OVERALL MAP
SCALE: 1" = 400'

Exhibit B

CONDITIONAL USE PERMIT

[See Attached]