

RIGHT OF WAY AGREEMENT

Parcel No. 0156731300001

[illegible]

This Right of Way Agreement (the “Agreement”) is entered into by and between the **County of Adams (“Grantor”)**, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, and **Discovery DJ Services, LLC**, a Texas limited liability company, (“**Discovery**”), having a mailing address of 7859 Walnut Hill Lane, Suite 335, Dallas, Texas 75230.

In consideration of the sum of Twenty-one Thousand Three Hundred Twenty and no/100 Dollars (\$21,320.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant, warrant, convey and assign unto Discovery, its successors and assigns, a perpetual and exclusive easement and right of way for the locating of the routes for, and the laying, constructing, erecting, operating, maintaining, inspecting, testing, repairing, changing the size of, relocating, relaying, removing and/or abandoning in place a pipeline or pipelines, and appurtenances, along with right of ingress, egress, and regress, together with such valves, fittings, meters, connections, markers, cathodic protection, corrosion control and monitoring devices, pipeline operating control devices, hydrate removal systems, communications, telemetry and data acquisition facilities and related facilities, overhead and/or underground electric lines, regulators and other above and below ground appurtenances, and other equipment and appurtenances (collectively, “the **Facilities**”) as may be necessary or convenient for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products, byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, including on, over, under, across and through a strip of land thirty feet in width (the “**Right of Way**”), further depicted on Exhibit “A” attached hereto and made a part hereof, and located all or in part of:

A portion of the Southwest Quarter (SW1/4) of Section 31, Township 1 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described in that certain Special Warranty Deed dated May 1, 2008 between SCM-GRP Van Schaak, LLLP, et al as Grantor and County of Adams as Grantee, recorded at Reception No. 2008000035998 of the Real Estate Records, Adams County, Colorado.

This Agreement is made subject to the following terms and conditions:

1. Discovery agrees to bury any permanent pipelines used for the transportation and gathering of oil, gas, other hydrocarbons and their constituents so that the top of said pipelines will be buried at least forty-eight inches below the existing ground level contour at the time of initial construction. In areas of rock concentration, such pipelines will be buried so that the top of said pipelines will be buried at least thirty-six inches below the existing ground level contour.
2. Discovery will reseed any areas disturbed by Discovery's operations on the Right of Way with a seasonal perennial or with suitable alternatives, as determined in Discovery's reasonable discretion. This clause will not apply to tillable farmland.
3. Discovery will restore the disturbed areas to as near as practicable the condition which existed on the date of commencement of construction activities on the Right of Way.
4. Discovery shall level and restore any lands affected by Discovery's operations that may

have excessive settling and sufficiently compact and re-vegetate the soil within a reasonable period of time being not less than (2 years) after completion of construction to the condition that existed at the time immediately prior to the placement of Discovery's pipeline, to the extent reasonably practicable.

5. If Discovery temporarily removes a gate, fence, or a portion of a fence in the Right of Way area in connection with its pipeline installation or maintenance operations, Discovery agrees to replace said gate, fence, or portion of fence with that of a like kind and quality upon completion of its pipeline installation or maintenance operations.
6. Grantor hereby grants to Discovery and its successor and assigns the right of ingress and egress to and from the Right of Way for any and all purposes necessary or convenient, including but not limited to geotechnical, cultural, and environmental surveys, related to the exercise by Discovery of the rights granted in this Agreement on, over and across the Right of Way and any adjacent property owned by Grantor.
7. Grantor hereby grants to Discovery and its successors and assigns the right to use a strip of land fifty feet in width as a temporary workspace easement to be located along, adjacent to and parallel with the Right of Way. Grantor hereby also grants to Discovery and its successors and assigns the right to use additional workspace at the crossing of existing easements, roads, railroads, streams, canals or uneven terrain alongside the Right of Way as needed during the exercise of any of the rights granted in this Agreement and will have the right at any time to clear and keep clear the Right of Way of any trees, shrubs, or brush without payment for damages.
8. Grantor will not construct or erect any temporary or permanent buildings, structures or other obstructions or improvements in, on or under the Right of Way, and will not change the depth of the cover over any of Discovery's Facilities (collectively, "**Encroachments**"). Discovery will have the right to remove any and all such Encroachments. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way to any third parties, without the prior written consent of Discovery.
9. Discovery agrees to comply with any applicable federal and state regulations, orders and rules related to the Facilities and the exercise of Discovery's rights hereunder.
10. Discovery agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages, or injuries (including death) to persons or property to the extent caused by Discovery's negligence or the negligence of Discovery's employees, and/or authorized agents, affiliates, or any other third party working on behalf of Discovery (collectively, "**Discovery's Representatives**") in connection with Discovery's or Discovery's Representatives' use of the Facilities and/or Right of Way; provided, however, Discovery will not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the adjacent property and/or the Right of Way except to the extent caused by the acts or omissions of Discovery or Discovery's Representatives.
11. Grantor agrees to cooperate with Discovery, at no expense to Grantor, and without any additional consideration from Discovery, to execute, acknowledge, and deliver to Discovery, its successors and assigns, such instruments as are reasonably useful or necessary for Discovery to exercise its rights under this Agreement, including but not

limited to curative title documents, and such documents as are reasonably useful or necessary to correct a description and evidence such correction in the appropriate amendments, and documents pertaining to related permits.

12. Discovery shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien that covers, in whole or in part the Right-of-Way and shall be subrogated to such lien and rights.
13. This Agreement and privileges granted in this Agreement are divisible, assignable and transferable in whole or in part by Discovery. This Agreement can be signed in counterparts with the same effect as if both Grantor and Discovery signed one agreement. It is hereby agreed that the party securing this grant on behalf of Discovery is without authority to make any covenant or agreement not expressed in this Agreement.
14. All notices must be in writing and must be delivered to the above addresses in order to be effective unless changed by either party through prior written notice to the other. All payments made to Grantor pursuant to the terms of this Agreement will be made by Discovery by check, payable and mailed or delivered to Grantor at the last known address of Grantor. Should the entities or persons that comprise Grantor be more than one in number at any given time, each such entity or person will receive any payment provided under this Agreement in such proportion as their respective interest bears to the entire fee simple title of the Right of Way.
15. If any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof will be considered to be deleted, and the remainder of this Agreement will constitute the agreement between Grantor and Discovery covering the subject matter hereof.
16. Grantor and Discovery intend and agree that the Right of Way and the rights granted in this Agreement are and will be a covenant running with the land and will be binding on and inure to the benefit of Grantor, Discovery and their successors, heirs and assigns.
17. Grantor and Discovery acknowledge and agree that this Agreement contains and expresses all the agreements and obligations of Grantor and Discovery with respect to the rights granted in this Agreement and no covenant, agreement, or obligation not expressed in this Agreement shall be imposed upon Grantor or Discovery, their heirs, successors and assigns, unless in writing and executed by both Grantor or Discovery. A Memorandum will be executed, in recordable form, by both Grantor and Discovery and recorded by Discovery (at Discovery's sole cost) with the Adams County Recorder. Said Memorandum will describe the parties, the Property, the Right of Way and will incorporate this Agreement by reference, but will not disclose the consideration or other terms of this Agreement other than those stated in this sentence.

EXECUTED as of this _____ day of _____, 2017.

IN WITNESS WHEREOF, the Grantor has executed this Right-of-Way Agreement on the date set forth above.

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chairperson

APPROVED AS TO FORM:

Adams County Attorney's Office

DISCOVERY:

Discovery DJ Services, LLC

By: Cory G. Jordan
Its: EVP Operations

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **Cory G. Jordan**, as **EVP Operations**, of **Discovery DJ Services, LLC**, a Texas limited liability company, and being authorized to do so, on behalf of said company.

WITNESS my hand and Official Seal.

Notary Public in and for said State and County

MY COMMISSION EXPIRES:

Exhibit “A”

Attached to and made a part of that certain Right of Way Agreement dated the _____ day of _____, 2017 by and between the **County of Adams**, as Grantor and **Discovery DJ Services, LLC** as Discovery.

