

## FIRST AMENDMENT TO RIGHT-OF-WAY GRANT

This FIRST AMENDMENT TO RIGHT-OF-WAY GRANT (this "Amendment") from **Adams County**, a political subdivision of the State of Colorado, whose address is 4430 S. Adams County PKWY, 5<sup>th</sup> Floor, Brighton, Colorado 80601 ("Grantor"), to **DJ South Gathering, LLC**, a Colorado limited liability Company, with offices at 1600 Broadway, Suite 2400, Denver, Colorado 80202 ("DJSG"). Grantor and DJSG are referred to in this Amendment collectively as the "Parties".

WHEREAS, the Parties entered into that certain Right-of-Way Grant dated May 14, 2019, recorded May 31, 2019 at Reception Number 2019000041234 in the Official Public Records of Adams County, Colorado (the "Grant"), covering the following described lands situated in Adams County, Colorado, to-wit:

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 26: Part of the W2

Also known as Parcel # 0181700000264 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 26: Part of the E2

Also known as Parcel # 0181700000283 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 23: Part of the E2

Also known as Parcel # 0181700000281 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 14: Part of the SE4

Also known as Parcel #'s 0181700000262 and 0181700000269 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 14: Part of the W2

Also known as Parcel #'s 018100000232 and 0181700000122 by the Adams County Assessor's Office

**TOWNSHIP 3 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> P.M.**

Section 11: Part of the W2

Also known as Parcel #'s 0181711300001 and 0181711200001 by the Adams County Assessor's Office

WHEREAS, the Parties desire to amend and ratify the Grant according to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Parties hereby acknowledge and agree to the following:

1. Paragraph 5 of the Grant titled "Surface Modification" is hereby amended and replaced pursuant to this Amendment as follows:

Surface Modification. DJSG shall have the right, after sending notice to Grantor, from time to time to cut, mow, or otherwise remove all trees, undergrowth, vegetation, and other obstructions from the Right-of-Way Lands that in its judgment may injure, endanger, or interfere with the exercise by DJSG of the right, privileges and rights-of-way and easements hereby granted. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without notifying and consulting with DJSG to ensure the safety and integrity of DJSG's pipeline is maintained. Grantor agrees not to build, create, construct, permit to be built, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without notifying and consulting with DJSG to ensure the safety and integrity of DJSG's pipeline is maintained. Grantor agrees to consult with DJSG to ensure safety of operations for both Grantor and DJSG. Grantor expressly reserves the right to lay, construct and maintain streets, roadways, taxiways, sidewalks, utilities, landscaping (exclusive of

trees), signs, and fences (collectively, "Approved Improvements"), necessary for airport operations over and across the Right-of-Way Lands and will notify and consult with DJSG to ensure the safety and integrity of DJSG's pipeline is maintained. The pipeline, including any impacts due to potential future relocation, cannot restrict, impede or negatively affect future airport development. In the event that Grantor requires DJSG to relocate its pipeline to accommodate Grantor's installation of the Approved Improvements above, such expenses to relocate DJSG's pipeline will be paid to DJSG at Grantor's sole cost and expense and will not impact DJSG's ability to safely operate the pipeline. Grantor agrees that all applicable relocation expenses shall be paid to DJSG. If any relocation desired by Grantor requires use of any lands outside of the Right-of-Way Lands, Grantor shall grant to DJSG, at no cost to DJSG, a suitable right-of-way and easement covering the lands outside the existing Right-of-Way Lands, with the same terms contained within the Grant and this Amendment. DJSG further agrees to release lands from its control and easement upon issuance of any new easement due to relocation of the pipeline.

2. Except as modified herein, all other terms, conditions, covenants and obligations of the Grant shall remain in full force and effect and are hereby affirmed by Grantor and DJSG.

3. If there is a conflict between the terms the Grant and this Amendment, the terms of this Amendment shall prevail.

4. This Amendment shall be binding upon the Parties hereto, their heirs, beneficiaries, executors, administrators, successors and assigns.

5. Grantor hereby authorizes DJSG to record a copy this Amendment in the Official Public Records of Adams County, Colorado.

*[Remainder left intentionally blank; signature page to follow]*



IN WITNESS WHEREOF, Grantor and DJSG have executed, delivered and received this Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**GRANTOR:**

**Adams County,**  
a political subdivision of the State of Colorado

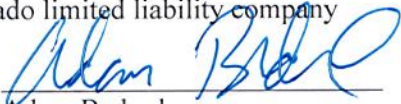
By: \_\_\_\_\_  
Name: Steven J. O'Dorisio  
Title: Chair

Adams County Attorney - Approved to Form

By: \_\_\_\_\_  
Name: Doug Edelstein  
Title: Deputy County Attorney

**DJSG:**

**DJ South Gathering, LLC,**  
a Colorado limited liability company

By:   
Name: Adam Bedard  
Title: Chief Executive Officer

**ACKNOWLEDGEMENTS**

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF ADAMS       )

The above instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by Steven J. O'Dorisio, in his capacity as Chair for and on behalf of **Adams County**, a political subdivision of the State of Colorado.

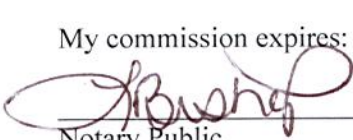
Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF DENVER       )

The above instrument was acknowledged before me this 26 day of June 2019, by Adams Bedard, in his capacity as Chief Executive Officer for and on behalf of **DJ South Gathering, LLC**, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: 4/17/23

  
Notary Public

