

March - Annual 6% Escalation

2015	\$ 60,000.00
2016	\$ 63,600.00
2017	\$ 67,416.00
2018	\$ 71,460.96
2019	\$ 75,748.62
2020	\$ 80,293.53
2021	\$ 85,111.15
2022	\$ 90,217.82
2023	\$ 95,630.88
2024	\$ 101,368.74
2025	\$ 107,450.86
2026	\$ 113,897.91
2027	\$ 120,731.79
2028	\$ 127,975.70
2029	\$ 135,654.24
2030	\$ 143,793.49

GROUND LEASE AGREEMENT
SWANK PROPERTY COMMUNICATIONS TOWER SITE

This Ground Lease Agreement ("Agreement") is made this 1st day of April 2015, by and between the Swank Family Properties, LLC, of Denver, Colorado, ("Lessor"), and the Board of County Commissioners of the County of Douglas, State of Colorado ("Lessee").

WHEREAS, this Agreement is for the lease of a site for a public safety telecommunications tower site ("Tower Site"), including an easement for access to the Tower Site ("Access Easement"), and including the use of the available electric utility service, provided by the Intermountain Rural Electric Association, located adjacent to the Tower Site ("Electric Service"); and

WHEREAS, Lessor owns a certain parcel of land located within Douglas County, Colorado, as more particularly described in Exhibit A ("Property"), attached hereto and incorporated herein by reference, and that said land has within its boundaries a site located in the northwest quadrant of the Property suitable for the location Tower Site, as described in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the Lessee desires to enter into this Agreement to lease the Tower Site to design, construct, operate, modify and maintain radio transmitting and receiving antennas together with associated electronic equipment and supporting structures in connection with public safety telecommunications system in Douglas County; and

WHEREAS, Lessee desires access to the Site across and over Lessor's Property within an existing access easement or road; and

WHEREAS, Lessor will make those portions of its Property available to the Lessee for the Tower Site, Access Easement, and Electric Service on a fair and equitable basis, for a 180 foot tall telecommunications tower, related facilities and telecommunications uses.

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, Lessor and Lessee agree as follows:

Section 1 - General Information

1.01 Line of Authority: Victoria Starkey is designated as the Authorized Representative of the Lessee ("Authorized Representative") for the purposes of: (1) administering, coordinating and approving work done on behalf of the Lessee for the management of this Agreement and (2) the design, construction, operation and maintenance of the Tower Site, appurtenances. Further, the Authorized Representative is the designee for the County Manager and the County Sheriff, however she is not authorized to enter into any agreements, contracts, letters of intent or

2.05 Use of Communications Site: The Site shall be for the use and design, maintenance, repair, replacement and installation of communications antennas, tower and approved associated RF equipment as necessary and further shall include any and all appurtenances related thereto, including a small building, generator and propane supply.

Section 3 - Term

3.01 Term of the Agreement:

A. The term of this Agreement shall commence on the 1st day of May, 2015, or upon the date that the site is approved by the Douglas County Planning Commission, whichever is earlier, the "Commencement Date" and shall continue for ten (10) years from the Commencement Date.

B. Subject to Lessor's consent, Lessee shall have the option to renew this Agreement for three (3) successive ten (10) year terms subject to the condition that Lessee give Lessor written request of such renewal ninety (90) days prior to the expiration of the then current term. Lessor shall not unreasonably withhold approvals of such renewals.

3.02 Early Termination: The Lessee has the right to terminate this Agreement without cause upon giving six (6) months prior written notice to the Lessor.

Section 4 - Compensation

4.01 Rent:

A. Beginning on the Commencement Date, Lessee agrees to pay Lessor as initial base rent ("Rent") the amount of Sixty Thousand Dollars (\$60,000) annually. Rent shall be paid on an annual basis. The Rent shall be subject to an annual automatic escalation of six percent (6%), effective and due upon the Commencement Date anniversary.

B. Rent shall be due and payable for each successive year of the Term on the anniversary of the Commencement Date.

C. Lessor agrees that the Rent is reasonable in relation to the telecommunication uses by Lessee and the cost of the improvements made by Lessee for the design, construction and improvements to the Access Road and Site, taking into account the subjective visual and aesthetic impact to Lessor of a 180' tower and the previous costs incurred by Lessor and Swank Family predecessors to build the Access Road, acquire and manage the Property, etc.

4.02 Future Tower Space Subleasing:

applicable rules and regulations of Douglas County, including but not limited to insurance requirements, and pursuant to building permit to be obtained by Lessee and according to the customary terms and conditions thereof, provided however, that wherever any such terms and conditions are inconsistent with this Agreement, then this Agreement shall control.

5.02 Installation:

A. Lessee shall not install any Tower Site improvements without the prior written review from, and written approval by, the Lessor or its designee, of the plans and specification for such Site and installation of electrical service. Such review and approval does not extend the technological specification for transmitting power, operating frequencies, filter pass-band and rejection characteristics, antenna model numbers and radiation patterns (both horizontal and vertical plane patterns), antenna height and location (collectively "Operation Specifications"); provided, however, that notice of such Operation Specifications and any alterations thereto will be provided to Lessor prior to implementation. It is understood by Lessee that Lessor has two existing towers located adjacent to the Tower Site and that the design, installation and erection of Lessee's Tower and facilities shall be coordinated to accommodate and protect the existing tower structures. Such review and approval, which cannot unreasonably be withheld, must be given no later than thirty (30) working days from the date such plans and specifications are submitted to Lessor.

B. Prior to the commencement of installation and construction of the Site, Lessee or its contractor shall obtain and pay for all required permits. Design and installation shall be done in a good and workmanlike manner, and shall be free of faults and defects. The Tower Site shall conform at a minimum with applicable statutes, ordinances, building codes, regulations, as amended.

5.03 Restoration of Damage to Site and Easements: All construction, maintenance and repair activities performed by Lessee shall be maintained within the Site, electric services access, and Access Easement, and upon completion of said activities, Lessee shall restore any disturbed ground to its original condition and use prior to Lessee's activities, which shall include contouring and stabilizing the surface of the ground and reseeding and mulching all disturbed areas with Douglas County's approved seed mix. Lessee shall also repair or replace any damaged improvements, including, but not limited to, fences, sprinkler systems and paved surfaces, and all damaged vegetation and trees shall be replaced.

5.04 Site Access: Lessee has the right of access, ingress to and egress from the Site, 7 days a week, 24 hours a day, for its employees, agents, suppliers of materials and furnishers of service, and its equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the Site. Lessee shall be responsible for providing snow removal, if necessary. The perimeter of the Site shall be surrounded by an eight (8) foot high

Section 7 – Miscellaneous

7.01 Indemnification: Lessee cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Lessor or any other person or entity whatsoever for any purpose whatsoever.

7.02 No Waiver of Governmental Immunity Act: The parties hereto understand and agree that the Lessee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended, or otherwise available to the Lessee.

7.03 Assignment: The parties agree that they will not assign or transfer any rights hereunder, either in whole or in part without the prior written approval of the other. Any attempt to assign or transfer any rights hereunder shall, at the option of the other party, void the assignment or automatically terminate this Agreement and all rights hereunder.

7.06 Governing Law; Venue: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. Lessor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

7.07 Severability: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

7.08 No Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Lessee and Lessor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

7.09 Headings; Recitals: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

7.10 Entire Agreement: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative,

Phone: 303-660-7351
Email: vstarkey@douglas.co.us

Douglas County Sheriff's Office
Support Services Division
4000 Justice Way
Castle Rock, CO 80109
Attn: Captain
Phone: 303-814-7031

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Phone: (303) 660-74141
Email: attorney@douglas.co.us

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier, facsimile and electronic mailed items shall be deemed effective upon sending. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

7.13 Time of the Essence: Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.

7.14 Waiver:

A. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement.

B. The subsequent acceptance of Rent under this Agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of Rent.

EXHIBIT A

Legal Description of Property

A parcel of land located in the Southeast $\frac{1}{4}$ of Section 31, and the Southwest $\frac{1}{4}$ of Section 32, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

EXHIBIT C

Access Easement Legal Description

Use of the existing road, described as follows:

A strip of land 15.00 feet wide over that certain portion of the southeast quarter of Section 31 and the southwest quarter of Section 32, Township 10 South, Range 67 West, Sixth Principal Meridian, in the County of Douglas, state of Colorado, the centerline of said strip being more particularly described as follows:

Commencing at the northwest corner of the northeast quarter of the southeast quarter of said section 31, whence the north line of said northeast quarter of the southeast quarter of section 31 bears north 89°18'52" east, with bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet;

Thence south 14°06'15" east, 100.00 feet;

Thence north 75°53'45" east, 7.50 feet to the point of beginning;

Thence north 14°06'15" west, a distance of 132.46 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence northwesterly along said curve through a central angle of 72°51'12", an arc length of 63.58 feet;

Thence tangent to said curve, north 86°57'28" west, a distance of 60.52 feet;

Thence north 81°12'13" west, a distance of 38.62 feet to the beginning of a tangent curve concave southerly having a radius of 125.00 feet;

Thence westerly along said curve through a central angle of 45°03'09", an arc length of 98.29 feet;

Thence tangent to said curve, south 53°44'38" west, a distance of 31.62 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet;

Thence westerly along said curve through a central angle of 55°23'50", an arc length of 96.69 feet;

Thence tangent to said curve, north 70°51'32" west, a distance of 81.69 feet to the beginning of a tangent curve concave southerly having a radius of 135.00 feet;

Thence tangent to said curve, north 86°46'34" east, a distance of 37.30 feet to the beginning of a tangent curve concave southwesterly having a radius of 60.00 feet;

Thence southeasterly along said curve through a central angle of 89°00'37", an arc length of 93.21 feet to the beginning of a compound curve concave westerly having a radius of 230.00 feet;

Thence southerly along said curve through a central angle of 20°29'10", an arc length of 82.24 feet;

Thence tangent to said curve, south 16°16'22" west, a distance of 56.14 feet to the beginning of a tangent curve concave easterly having a radius of 400.00 feet;

Thence southerly along said curve through a central angle of 31°59'01", an arc length of 223.29 feet to the beginning of a reverse curve concave westerly having a radius of 340.00 feet;

Thence southerly along said curve through a central angle of 14°28'55", an arc length of 85.94 feet to the beginning of a reverse curve concave easterly having a radius of 190.00 feet;

Thence southerly along said curve through a central angle of 30°30'47", an arc length of 101.18 feet;

Thence tangent to said curve, south 30°52'21" east, a distance of 60.67 feet;

Thence south 37°10'47" east, a distance of 126.63 feet;

Thence south 33°07'11" east, a distance of 49.21 feet to the beginning of a tangent curve concave northeasterly having a radius of 110.00 feet;

Thence southeasterly along said curve through a central angle of 30°01'49", an arc length of 57.65 feet to the beginning of a reverse curve concave southwesterly having a radius of 430.00 feet;

Thence southeasterly along said curve through a central angle of 24°30'32", an arc length of 183.94 feet to the beginning of a reverse curve concave northerly having a radius of 56.00 feet;

Thence easterly along said curve through a central angle of 103°58'32", an arc length of 101.62 feet to the beginning of a compound curve concave westerly having a radius of 100.00 feet;

Thence northerly along said curve through a central angle of 37°52'10", an arc length of 66.09 feet;

Thence tangent to said curve, north 00°29'09" west, a distance of 57.93 feet to the beginning of a tangent curve concave easterly having a radius of 240.00 feet;

Thence south 25'16'40" east, a distance of 99.69 feet;

Thence south 36'01'14" east, a distance of 51.17 feet to the beginning of a tangent curve concave northerly having a radius of 50.00 feet;

Thence easterly along said curve through a central angle of 85'46'29", an arc length of 74.85 feet;

Thence tangent to said curve, north 58'12'17" east, a distance of 130.25 feet to the beginning of a tangent curve concave southerly having a radius of 350.00 feet;

Thence easterly along said curve through a central angle of 23'36'46", an arc length of 144.24 feet to the beginning of a compound curve concave southerly having a radius of 120.00 feet;

Thence easterly along said curve through a central angle of 13'04'24", an arc length of 27.38 feet to the beginning of a compound curve concave southwesterly having a radius of 50.00 feet;

Thence southeasterly along said curve through a central angle of 77'37'23", an arc length of 67.74 feet to the beginning of a reverse curve concave northeasterly having a radius of 55.00 feet;

Thence southeasterly along said curve through a central angle of 85'37'23", an arc length of 82.19 feet to the beginning of a compound curve concave northerly having a radius of 170.00 feet;

Thence easterly along said curve through a central angle of 17'45'45", an arc length of 52.70 feet;

Thence tangent to said curve, north 69'07'41" east, a distance of 124.93 feet;

Thence north 73'38'12" east, a distance of 63.52 feet;

Thence north 77'06'51" east, a distance of 81.44 feet;

Thence north 68'26'04" east, a distance of 36.65 feet;

Thence north 64'40'57" east, a distance of 55.13 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;

Thence easterly along said curve through a central angle of 39'52'19", an arc length of 59.15 feet;

Thence tangent to said curve, south 75'26'44" east, a distance of 32.48 feet to the beginning of a tangent curve concave northerly having a radius of 47.00 feet;

Thence easterly along said curve through a central angle of 65'49'57", an arc length of 54.00 feet;

Thence tangent to said curve, north 38'43'19" east, a distance of 48.38 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;

Thence tangent to said curve, north 62°20'36" east, a distance of 45.95 feet to the beginning of a tangent curve concave southerly having a radius of 40.00 feet;

Thence easterly along said curve through a central angle of 80°50'44", an arc length of 56.44 feet to the beginning of a compound curve concave westerly having a radius of 25.00 feet;

Thence southerly along said curve through a central angle of 32°49'16", an arc length of 14.32 feet to the beginning of a compound curve concave northwesterly having a radius of 51.00 feet;

Thence southwestery along said curve through a central angle of 60°17'55", an arc length of 53.67 feet to the beginning of a compound curve concave northerly having a radius of 146.00 feet;

Thence westerly along said curve through a central angle of 32°53'46", an arc length of 83.83 feet;

Thence tangent to said curve, south 89°12'18" west, a distance of 48.81 feet to the beginning of a tangent curve concave easterly having a radius of 29.50 feet;

Thence southerly along said curve through a central angle of 167°03'46", an arc length of 86.02 feet;

Thence tangent to said curve, south 77°51'28" east, a distance of 78.69 feet;

Thence south 75°06'23" east, a distance of 140.93 feet;

Thence south 81°06'47" east, a distance of 62.49 feet to the beginning of a tangent curve concave southwestery having a radius of 43.00 feet;

Thence southeasterly along said curve through a central angle of 45°31'47", an arc length of 34.17 feet to the beginning of a compound curve concave southwestery having a radius of 82.00 feet;

Thence southeasterly along said curve through a central angle of 19°19'49", an arc length of 27.66 feet to the northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716, in the Office of the Clerk and Recorder of said County and the point of terminus of said strip.

The sidelines of said strip of land are to be prolonged or shortened so as to terminate southerly at said northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716.

Containing an area of 2.730 acres or 118,936 square feet, more or less.

Grantor also licenses to Grantee the use of the access road as described in an Access Easement dated April 24, 1994, recorded at Book 6436, Page 1449, and in an Access Easement dated

EXHIBIT D

Site Plan



Invoice Voucher

Vendor Name: Swank Family Properties LLC

Check any of the following that apply. All require fiscal approval

Handwrite (Outside the regular A/P Process)

Invoice or Line Item over \$25,000.00

Project-related Capital Expenditure over \$50,000

Invoice over \$100,000 BOCC approved contract

(Contract for \$ _____ on _____ \$ _____ Remaining)

Special Instructions: **GL DATE 4/1/24**

Note: 30 day terms applied unless otherwise indicated in Special Instructions.							
PV Document	Invoice Number(s)	PO # Fund	Business Unit	Object Account	Subsidiary/Subledger	Amount	Description
	2024RENT		19150	451100		101,368.74	Annual Ground Lease Payment per BOCC Approval 3/24/2015
							RENT DUE APRIL 1ST, 2024
							*PER THE APPROVAL OF THE BOCC AT THE BUSINESS MEETING ON
							MARCH 12, 2024
Total						101,368.74	

Department Information (Required)

Prepared by: Amy Fortner

Phone Extension: 7451

Date Prepared: 2/14/2024

Department Approval (Required) - The person signing acknowledges this item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

Authorized Employee: Luanne Lee Tim Hallmark

Name (please print) signed by: _____ DocuSigned by: _____

Authorized Signature: Luanne Lee Tim Hallmark

Date Signed: 2/14/2024 2/14/2024

Finance Use Only

Batch #:							
PV Doc #:							
Vendor #:							
Check #:							
Fund #:							

Fiscal Approval (Required)

Commissioner (Over \$100,000)

County Manager:

Finance Director:

Accounting Review:



Douglas County Government
 Finance Department, Purchasing Division
 100 Third Street, Suite 130
 Castle Rock, Colorado 80104
 Phone: 303-660-7430

Date Requested: 02/14/24 **Requested By:** Amy Fortner
Department Number: 19100 **Telephone Number:** 303.663.7707
Department Name: Facilities, Fleet & Emergency Support Services **Delivery Address:** Justice Center
 4000 Justice Way
 Castle Rock, CO 80109
Account Number: 19150.451100

Department Authorization
 I certify that the purchase listed below is necessary for the proper operation of Douglas County and to my knowledge funds are available in the current budget.
 DS
 DocuSigned by:
Jim Hallmark
 A7C71B852EBD4DD
 Authorized Department Official

Vendor
 Swank Family Properties, LLC
 4600 South Syracuse Street, Ste 900
 Denver, WA 80237
 Attn: David Swank

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
1	Each	Annual Ground Lease for Swank Tower on Swank Property (6% Annual Escalation) Lease is from April 1st 2024 - March 31,2025	\$ 101,368.74	\$ 101,368.74
		Per the approval of the Board of County Commissioners at the Business Meeting on March 12,2024		
			Total Price	\$ 101,368.74

Special Instructions:
 See Public Contract for Service for full details.

**** PLEASE ATTACH A COPY OF THE AGENDA ITEM FOR ALL BOCC APPROVED PURCHASES ****

FOR PURCHASING USE ONLY	
Purchase Order No.:	_____
Vendor Number:	_____
Date Entered:	_____
Entered By:	_____
Accounting Review:	_____
Budget Review:	_____
Cty Manager Approval:	_____
BOCC Approval:	_____
BOCC Approval:	_____

March - Annual 6% Escalation

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WHEREAS, this Agreement is for the lease of a site for a public safety telecommunications tower site ("Tower Site"), including an easement for access to the Tower Site ("Access Easement"), and including the use of the available electric utility service, provided by the Intermountain Rural Electric Association, located adjacent to the Tower Site ("Electric Service"); and

WHEREAS, Lessor owns a certain parcel of land located within Douglas County, Colorado, as more particularly described in Exhibit A ("Property"), attached hereto and incorporated herein by reference, and that said land has within its boundaries a site located in the northwest quadrant of the Property suitable for the location Tower Site, as described in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the Lessee desires to enter into this Agreement to lease the Tower Site to design, construct, operate, modify and maintain radio transmitting and receiving antennas together with associated electronic equipment and supporting structures in connection with public safety telecommunications system in Douglas County; and

WHEREAS, Lessee desires access to the Site across and over Lessor's Property within an existing access easement or road; and

WHEREAS, Lessor will make those portions of its Property available to the Lessee for the Tower Site, Access Easement, and Electric Service on a fair and equitable basis, for a 180 foot tall telecommunications tower, related facilities and telecommunications uses.

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, Lessor and Lessee agree as follows:

Section 1 - General Information

1.01 Line of Authority: Victoria Starkey is designated as the Authorized Representative of the Lessee ("Authorized Representative") for the purposes of: (1) administering, coordinating and approving work done on behalf of the Lessee for the management of this Agreement and (2) the design, construction, operation and maintenance of the Tower Site, appurtenances. Further, the Authorized Representative is the designee for the County Manager and the County Sheriff, however she is not authorized to enter into any agreements, contracts, letters of intent or

otherwise with respect to the lease of any real estate interest without the prior approval of the County Manager.

1.02 Definitions:

A. **Access Easement:** The easement containing the roadway from 28A Pine View Street, Palmer Lake, Colorado to the Tower Site.

B. **Commencement Date:** The effective date of the Agreement as stated in paragraph 3.01 A. below. The Commencement Date shall not be modified by subsequent changes to the leased Tower Site, Access Easement, Electric Service, and to the height of the telecommunications tower.

C. **FCC:** The Federal Communications Commission.

D. **Radio Interference:** Any emission, radiation or induction that endangers the functioning or degrades, obstructs, or repeatedly interrupts the telecommunication of Douglas County, the Douglas County Sheriff's Office, or any other telecommunications government users located on the site under the direction and control of Douglas County.

E. **Tower Site:** The 4,100 square foot site upon which a public safety telecommunications tower and any and all facilities, equipment, cable, space, land, required to effect wireless (voice, data, and video) radio telecommunications, including micro wave signals, is located.

F. **Utilities:** The existing electric service.

Section 2 - Grant of Rights

2.01 Communications Site: Lessor hereby grants to Lessee an exclusive ground lease for the location, installation, erection and operation of a public safety telecommunications tower, as described in Exhibit B, subject to the terms and conditions set forth herein.

2.02 Quiet Enjoyment: Lessee shall have and peacefully hold and enjoy the quiet possession of the Tower Site, subject to the terms and conditions hereof, provided that Lessee pays the rent herein recited and performs all of Lessee's covenants and agreements herein contained.

2.03 Access Easement: Lessor hereby grants to Lessee a non-exclusive Access Easement to the Site, as described in Exhibit C, attached hereto and incorporated herein by reference.

2.04 Electric Service: Lessor hereby grants to Lessee the access to and use of the electricity service provided to the Site, including a temporary construction easement to install the necessary electric utilities. Lessee shall be responsible for any and all costs associated with obtaining or using electric service.

2.05 Use of Communications Site: The Site shall be for the use and design, maintenance, repair, replacement and installation of communications antennas, tower and approved associated RF equipment as necessary and further shall include any and all appurtenances related thereto, including a small building, generator and propane supply.

Section 3 - Term

3.01 Term of the Agreement:

A. The term of this Agreement shall commence on the 1st day of May, 2015, or upon the date that the site is approved by the Douglas County Planning Commission, whichever is earlier, the "Commencement Date" and shall continue for ten (10) years from the Commencement Date.

B. Subject to Lessor's consent, Lessee shall have the option to renew this Agreement for three (3) successive ten (10) year terms subject to the condition that Lessee give Lessor written request of such renewal ninety (90) days prior to the expiration of the then current term. Lessor shall not unreasonably withhold approvals of such renewals.

3.02 Early Termination: The Lessee has the right to terminate this Agreement without cause upon giving six (6) months prior written notice to the Lessor.

Section 4 - Compensation

4.01 Rent:

A. Beginning on the Commencement Date, Lessee agrees to pay Lessor as initial base rent ("Rent") the amount of Sixty Thousand Dollars (\$60,000) annually. Rent shall be paid on an annual basis. The Rent shall be subject to an annual automatic escalation of six percent (6%), effective and due upon the Commencement Date anniversary.

B. Rent shall be due and payable for each successive year of the Term on the anniversary of the Commencement Date.

C. Lessor agrees that the Rent is reasonable in relation to the telecommunication uses by Lessee and the cost of the improvements made by Lessee for the design, construction and improvements to the Access Road and Site, taking into account the subjective visual and aesthetic impact to Lessor of a 180' tower and the previous costs incurred by Lessor and Swank Family predecessors to build the Access Road, acquire and manage the Property, etc.

4.02 Future Tower Space Subleasing:

A. **Commercial Purposes.** Lessor and Lessee agree that if up to three (3) cell phone providers or any other commercial purpose subtenant, in addition to tower space used by the Lessee, seek to sublease space on the tower on the Site, the Lessor shall receive fifty percent (50%) of any consideration paid, including but not limited to each monthly lease payment made to Lessee, by each cell phone provider or other commercial user. Lessee shall provide copies of leases with cell phone companies or commercial users upon request by Lessor. In the event Lessee desires to sublease space on the tower to more than three (3) cell phone providers or other commercial users, Lessee shall request Lessor's consent for additional subleases. Lessor's consent may be withheld at its sole discretion.

B. **Non-Commercial Purposes.** Lessee may sublease additional tower space to or permit co-location by other public safety users but shall first provide written notice to Lessor identifying the user and the public safety purpose and Lessee shall pay Lessor fifty percent of any consideration paid, including but not limited each monthly lease payment, if any.

4.03 Place and Manner of Payments: All sums payable to Lessor shall be made payable to Lessor, without notice, at the agreed upon intervals at the address stated in paragraph 7.12, Notices, or at such other place as the Lessor may hereafter designate by notice in writing to Lessee. All sums shall be made in legal tender of the United States. Any check given to Lessor shall be received by it subject to collection. Any payment not made when due to Lessor shall accrue interest at eight (8%) per annum commencing on the fifth calendar day after the date such amount is due and owing until paid by Lessee.

4.04 Real Property Taxes and Assessments; Personal Property Taxes: Real property taxes and special assessments, if any, payable with respect to the Site for each year during the term of this Agreement shall be paid by the Lessor. Lessee is a tax exempt organization. Lessor shall have no obligation for any personal property taxes with respect to the tower, buildings or any other personal property placed by Lessee on the site.

4.05 Effect of Lessee's Holding Over: Any holding over after the expiration of the term of this Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Agreement, and shall otherwise be on the terms and conditions specified in this Agreement, so far as applicable.

Section 5 – Installations and Construction

5.01 Construction and Installation of the Site: Lessee shall, at its sole cost and expense, design, acquire, construct, and install upon or within the Tower Site, as identified by the site plan and specifications ("Tower Site Plan") as set forth in Exhibit D, attached hereto and incorporated by reference. The Tower Site shall in all respects be constructed in accordance with all

applicable rules and regulations of Douglas County, including but not limited to insurance requirements, and pursuant to building permit to be obtained by Lessee and according to the customary terms and conditions thereof, provided however, that wherever any such terms and conditions are inconsistent with this Agreement, then this Agreement shall control.

5.02 Installation:

A. Lessee shall not install any Tower Site improvements without the prior written review from, and written approval by, the Lessor or its designee, of the plans and specification for such Site and installation of electrical service. Such review and approval does not extend the technological specification for transmitting power, operating frequencies, filter pass-band and rejection characteristics, antenna model numbers and radiation patterns (both horizontal and vertical plane patterns), antenna height and location (collectively "Operation Specifications"); provided, however, that notice of such Operation Specifications and any alterations thereto will be provided to Lessor prior to implementation. It is understood by Lessee that Lessor has two existing towers located adjacent to the Tower Site and that the design, installation and erection of Lessee's Tower and facilities shall be coordinated to accommodate and protect the existing tower structures. Such review and approval, which cannot unreasonably be withheld, must be given no later than thirty (30) working days from the date such plans and specifications are submitted to Lessor.

B. Prior to the commencement of installation and construction of the Site, Lessee or its contractor shall obtain and pay for all required permits. Design and installation shall be done in a good and workmanlike manner, and shall be free of faults and defects. The Tower Site shall conform at a minimum with applicable statutes, ordinances, building codes, regulations, as amended.

5.03 Restoration of Damage to Site and Easements: All construction, maintenance and repair activities performed by Lessee shall be maintained within the Site, electric services access, and Access Easement, and upon completion of said activities, Lessee shall restore any disturbed ground to its original condition and use prior to Lessee's activities, which shall include contouring and stabilizing the surface of the ground and reseeding and mulching all disturbed areas with Douglas County's approved seed mix. Lessee shall also repair or replace any damaged improvements, including, but not limited to, fences, sprinkler systems and paved surfaces, and all damaged vegetation and trees shall be replaced.

5.04 Site Access: Lessee has the right of access, ingress to and egress from the Site, 7 days a week, 24 hours a day, for its employees, agents, suppliers of materials and furnishers of service, and its equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the Site. Lessee shall be responsible for providing snow removal, if necessary. The perimeter of the Site shall be surrounded by an eight (8) foot high

chain link fence with a ten (10) foot gate and Lessee may undertake any other appropriate means to secure the Site at Lessee's expense.

Section 6 – Use and Operation

6.01 Compliance with Governmental Regulations: Both Lessor and Lessee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by Federal, State, local and other governmental bodies and affecting Lessee and its operations and activities on the Site.

6.02 Care of Area; Repair and Maintenance:

A. Lessee agrees that it will keep the Site and Access Road, and installed equipment in a neat, clean, safe and sanitary and orderly condition at all times, and further agrees that it will keep such area free of all paper, rubbish, spills and debris. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted within any area of the Site. Tools, test equipment, and work materials shall only be stored in such a manner as to not be unsightly. Further, Lessee agrees to perform noxious weed treatment and management adjacent to either side of the Access Road, at no cost to Lessor, during the term of this so long as this Agreement is in effect.

B. Lessee shall, at Lessee's expense, undertake and complete all routine maintenance, repair and replacement of the Site, Access Easement, Utility service related to the Site and any structures thereon and shall keep same in present condition, order and repair, or better, and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction.

6.03 Utilities: Lessee will provide access to utility companies for the installation of electrical service and maintenance, and repairs by Lessee shall be performed by or contracted for in Lessee's own name, shall be done promptly, in a good and workmanlike fashion, and without diminishing the present value of the Site. Lessee shall be responsible for the costs of installation of the electrical service to the Site. Lessee shall be responsible for utility usage costs for the Site.

6.04 Disposition of Improvements on Termination of Agreement: Upon termination of this Agreement for any cause, unless otherwise mutually agreed on between Lessor and Lessee, Lessee shall at its sole expense remove the tower and all buildings or improvements from the Site, and shall restore the property to the maximum extent reasonably possible to its condition immediately prior to the Commencement Date of this Lease.

6.05 Condition of Site at End of Term: Lessee agrees to deliver up and surrender to the Lessor possession of the Site at the expiration or termination of this Agreement in as good repair as the Lessee obtained the same at the commencement of said term, excepting only ordinary wear and tear.

Section 7 – Miscellaneous

- 7.01 Indemnification:** Lessee cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Lessor or any other person or entity whatsoever for any purpose whatsoever.
- 7.02 No Waiver of Governmental Immunity Act:** The parties hereto understand and agree that the Lessee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended, or otherwise available to the Lessee.
- 7.03 Assignment:** The parties agree that they will not assign or transfer any rights hereunder, either in whole or in part without the prior written approval of the other. Any attempt to assign or transfer any rights hereunder shall, at the option of the other party, void the assignment or automatically terminate this Agreement and all rights hereunder.
- 7.06 Governing Law; Venue:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. Lessor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
- 7.07 Severability:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected.
- 7.08 No Third Party Beneficiaries:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Lessee and Lessor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.
- 7.09 Headings; Recitals:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.
- 7.10 Entire Agreement:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative,

shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

7.11 Insurance:

A. Lessee agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

B. The required Commercial General Liability policy will name Lessor as a Certificate Holder and as an additional insured. A copy of the Certificates of Insurance shall be furnished to Lessor. Lessee and the insurer will endeavor to give Lessor thirty (30) days written notice before said policy is canceled.

C. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

7.12 Notices: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the Lessor: Swank Family Properties LLC
Address: 4600 S. Syracuse Street, #900
Denver, CO 80237
Phone: 303-773-2000
E-mail: david@swanklawfirm.com

To the Lessee: Vicky Starkey, Director
Facilities, Fleet and Emergency Support Services
3026 N. Industrial Way
Castle Rock, CO 80109
Attn: Victoria Starkey

Phone: 303-660-7351
Email: vstarkey@douglas.co.us

Douglas County Sheriff's Office
Support Services Division
4000 Justice Way
Castle Rock, CO 80109
Attn: Captain
Phone: 303-814-7031

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Phone: (303) 660-74141
Email: attorney@douglas.co.us

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier, facsimile and electronic mailed items shall be deemed effective upon sending. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

7.13 Time of the Essence: Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.

7.14 Waiver:

A. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement.

B. The subsequent acceptance of Rent under this Agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of Rent.

7.15 Default: In the event of any breach of this Agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Site. Should Lessor elect to re-enter, as provided in this Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Agreement at its sole discretion.

7.16 Force Majeure: No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

7.17 Annual Appropriation: Any financial obligations of Lessee imposed by this Agreement shall be subject to annual appropriation of funds, pursuant to C.R.S. §29-1-110. In no event shall the Lessee be liable for payment under this Agreement for any amount in excess thereof. The Lessee is not under obligation to make any future apportionment or allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

7.18 Execution of Agreement: This Agreement is expressly subject to Lessor receiving approval from Douglas Land Conservancy that satisfactory arrangements or mitigations have been made to make the tower permissible pursuant to the Deed of Conservation Easement recorded on December 28, 2000 at Reception No. 00093735, as amended, in the Douglas County Clerk and Recorder's Office granted by Lessor, which Lessee acknowledges its awareness of. This Agreement is also expressly subject to the Lessee receiving approval by the Planning Commission pursuant to Lessee's submission of its application for a Location and Extent for the erection, operation and management of a 180 foot tall public safety radio communications tower within the Tower Site, or upon denial of such approval then subsequent approval by the Board of County Commissioners. In the event that any such approvals are not granted, Lessee shall have the right to terminate this Agreement. Any payments made to Lessor prior to such termination may be retained by Lessor. Neither party to this Agreement shall have any further obligations under this Agreement.

7.19 Counterparts: This Agreement may be signed in counterparts which, taken together shall constitute one document, to be effective upon the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

BY: *Jill E. Repella*
Jill E. Repella, Chair

DATE: _____

APPROVED AS TO CONTENT:

BY: *oo*
Douglas J. DeBord, County Manager

DATE: 3/27/15

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Andrew Copland
Director of Finance

DATE: 3/24/15

APPROVED AS TO LEGAL FORM:

G. Nicholas Pijoan
G. Nicholas Pijoan
Senior Assistant County Attorney

DATE: 3-23-15

EXHIBIT A

Legal Description of Property

A parcel of land located in the Southeast $\frac{1}{4}$ of Section 31, and the Southwest $\frac{1}{4}$ of Section 32, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

EXHIBIT B

Site Legal Description

Sixth Principal Meridian, in the County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the northwest corner of said northeast quarter of the southeast quarter of Section 31, whence the north line of said northeast quarter of the southeast quarter of Section 31 bears north 89°18'52" east. With all bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet to the point of beginning;

Thence south 14°06'15" east, 100.00 feet;

Thence south 75°53'45" west, 60.00 feet;

Thence north 14°06'15" west, 100.00 feet;

Thence north 75°53'45" east, 60.00 feet to the point of beginning.

Contains 0.138 acres or 6,000 square feet, more or less.

EXHIBIT C

Access Easement Legal Description

Use of the existing road, described as follows:

A strip of land 15.00 feet wide over that certain portion of the southeast quarter of Section 31 and the southwest quarter of Section 32, Township 10 South, Range 67 West, Sixth Principal Meridian, in the County of Douglas, state of Colorado, the centerline of said strip being more particularly described as follows:

Commencing at the northwest corner of the northeast quarter of the southeast quarter of said section 31, whence the north line of said northeast quarter of the southeast quarter of section 31 bears north 89°18'52" east, with bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet;

Thence south 14°06'15" east, 100.00 feet;

Thence north 75°53'45" east, 7.50 feet to the point of beginning;

Thence north 14°06'15" west, a distance of 132.46 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence northwesterly along said curve through a central angle of 72°51'12", an arc length of 63.58 feet;

Thence tangent to said curve, north 86°57'28" west, a distance of 60.52 feet;

Thence north 81°12'13" west, a distance of 38.62 feet to the beginning of a tangent curve concave southerly having a radius of 125.00 feet;

Thence westerly along said curve through a central angle of 45°03'09", an arc length of 98.29 feet;

Thence tangent to said curve, south 53°44'38" west, a distance of 31.62 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet;

Thence westerly along said curve through a central angle of 55°23'50", an arc length of 96.69 feet;

Thence tangent to said curve, north 70°51'32" west, a distance of 81.69 feet to the beginning of a tangent curve concave southerly having a radius of 135.00 feet;

Thence westerly along said curve through a central angle of 17'54'46", an arc length of 42.21 feet;

Thence tangent to said curve, north 88'46'18" west, a distance of 34.44 feet to the beginning of a tangent curve concave northerly having a radius of 133.00 feet;

Thence westerly along said curve through a central angle of 12'41'07", an arc length of 29.45 feet to the beginning of a reverse curve concave southerly having a radius of 72.30 feet;

Thence westerly along said curve through a central angle of 39'50'18", an arc length of 50.27 feet to the beginning of a compound curve concave easterly having a radius of 22.50 feet;

Thence southerly along said curve through a central angle of 127'20'13", an arc length of 50.01 feet;

Thence tangent to said curve, south 63'15'42" east, a distance of 64.82 feet to the beginning of a tangent curve concave southwesterly having a radius of 270.00 feet;

Thence southeasterly along said curve through a central angle of 16'23'27", an arc length of 77.24 feet;

Thence tangent to said curve, south 46'52'15" east, a distance of 14.42 feet to the beginning of a tangent curve concave northeasterly having a radius of 220.00 feet;

Thence southeasterly along said curve through a central angle of 18'21'48", an arc length of 70.51 feet;

Thence tangent to said curve, south 65'14'03" east, a distance of 108.71 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence southeasterly along said curve through a central angle of 84'54'09", an arc length of 74.09 feet;

Thence tangent to said curve, south 19'40'07" west, a distance of 55.07 feet to the beginning of a tangent curve concave easterly having a radius of 210.00 feet;

Thence southerly along said curve through a central angle of 43'00'01", an arc length of 157.60 feet to the beginning of a compound curve concave northeasterly having a radius of 117.00 feet;

Thence southeasterly along said curve through a central angle of 53'52'43", an arc length of 110.02 feet to the beginning of a compound curve concave northerly having a radius of 240.00 feet;

Thence easterly along said curve through a central angle of 16'00'48", an arc length of 67.08 feet;

Thence tangent to said curve, north 86°46'34" east, a distance of 37.30 feet to the beginning of a tangent curve concave southwesterly having a radius of 60.00 feet;

Thence southeasterly along said curve through a central angle of 89°00'37", an arc length of 93.21 feet to the beginning of a compound curve concave westerly having a radius of 230.00 feet;

Thence southerly along said curve through a central angle of 20°29'10", an arc length of 82.24 feet;

Thence tangent to said curve, south 16°16'22" west, a distance of 56.14 feet to the beginning of a tangent curve concave easterly having a radius of 400.00 feet;

Thence southerly along said curve through a central angle of 31°59'01", an arc length of 223.29 feet to the beginning of a reverse curve concave westerly having a radius of 340.00 feet;

Thence southerly along said curve through a central angle of 14°28'55", an arc length of 85.94 feet to the beginning of a reverse curve concave easterly having a radius of 190.00 feet;

Thence southerly along said curve through a central angle of 30°30'47", an arc length of 101.18 feet;

Thence tangent to said curve, south 30°52'21" east, a distance of 60.67 feet;

Thence south 37°10'47" east, a distance of 126.63 feet;

Thence south 33°07'11" east, a distance of 49.21 feet to the beginning of a tangent curve concave northeasterly having a radius of 110.00 feet;

Thence southeasterly along said curve through a central angle of 30°01'49", an arc length of 57.65 feet to the beginning of a reverse curve concave southwesterly having a radius of 430.00 feet;

Thence southeasterly along said curve through a central angle of 24°30'32", an arc length of 183.94 feet to the beginning of a reverse curve concave northerly having a radius of 56.00 feet;

Thence easterly along said curve through a central angle of 103°58'32", an arc length of 101.62 feet to the beginning of a compound curve concave westerly having a radius of 100.00 feet;

Thence northerly along said curve through a central angle of 37°52'10", an arc length of 66.09 feet;

Thence tangent to said curve, north 00°29'09" west, a distance of 57.93 feet to the beginning of a tangent curve concave easterly having a radius of 240.00 feet;

Thence northerly along said curve through a central angle of $20^{\circ}02'44''$, an arc length of 83.97 feet to the beginning of a reverse curve concave westerly having a radius of 455.00 feet;

Thence northerly along said curve through a central angle of $27^{\circ}12'58''$, an arc length of 216.13 feet to the beginning of a reverse curve concave southeasterly having a radius of 105.00 feet;

Thence northeasterly along said curve through a central angle of $79^{\circ}44'26''$, an arc length of 146.13 feet to the beginning of a compound curve concave southerly having a radius of 52.50 feet;

Thence easterly along said curve through a central angle of $49^{\circ}10'53''$, an arc length of 45.06 feet;

Thence tangent to said curve, south $58^{\circ}44'05''$ east, a distance of 93.37 feet to the beginning of a tangent curve concave northerly having a radius of 135.00 feet;

Thence easterly along said curve through a central angle of $48^{\circ}21'18''$, an arc length of 113.93 feet;

Thence tangent to said curve, north $72^{\circ}54'37''$ east, a distance of 49.07 feet to the beginning of a tangent curve concave southwesterly having a radius of 70.00 feet;

Thence southeasterly along said curve through a central angle of $106^{\circ}31'39''$, an arc length of 130.15 feet;

Thence tangent to said curve, south $00^{\circ}33'44''$ east, a distance of 67.70 feet to the beginning of a tangent curve concave easterly having a radius of 350.00 feet;

Thence southerly along said curve through a central angle of $22^{\circ}31'49''$, an arc length of 137.63 feet;

Thence south $23^{\circ}05'33''$ east, a distance of 70.35 feet;

Thence south $23^{\circ}12'09''$ east, a distance of 80.33 feet;

Thence south $37^{\circ}13'11''$ east, a distance of 53.91 feet;

Thence south $45^{\circ}57'44''$ east, a distance of 44.17 feet to the beginning of a tangent curve concave southwesterly having a radius of 95.00 feet;

Thence southeasterly along said curve through a central angle of $22^{\circ}34'27''$, an arc length of 37.43 feet;

Thence tangent to said curve, south $23^{\circ}23'17''$ east, a distance of 162.32 feet;

Thence south $30^{\circ}23'39''$ east, a distance of 68.09 feet;

Thence south $33^{\circ}10'16''$ east, a distance of 73.19 feet;

- Thence south $25^{\circ}16'40''$ east, a distance of 99.69 feet;
- Thence south $36^{\circ}01'14''$ east, a distance of 51.17 feet to the beginning of a tangent curve concave northerly having a radius of 50.00 feet;
- Thence easterly along said curve through a central angle of $85^{\circ}46'29''$, an arc length of 74.85 feet;
- Thence tangent to said curve, north $58^{\circ}12'17''$ east, a distance of 130.25 feet to the beginning of a tangent curve concave southerly having a radius of 350.00 feet;
- Thence easterly along said curve through a central angle of $23^{\circ}36'46''$, an arc length of 144.24 feet to the beginning of a compound curve concave southerly having a radius of 120.00 feet;
- Thence easterly along said curve through a central angle of $13^{\circ}04'24''$, an arc length of 27.38 feet to the beginning of a compound curve concave southwesterly having a radius of 50.00 feet;
- Thence southeasterly along said curve through a central angle of $77^{\circ}37'23''$, an arc length of 67.74 feet to the beginning of a reverse curve concave northeasterly having a radius of 55.00 feet;
- Thence southeasterly along said curve through a central angle of $85^{\circ}37'23''$, an arc length of 82.19 feet to the beginning of a compound curve concave northerly having a radius of 170.00 feet;
- Thence easterly along said curve through a central angle of $17^{\circ}45'45''$, an arc length of 52.70 feet;
- Thence tangent to said curve, north $69^{\circ}07'41''$ east, a distance of 124.93 feet;
- Thence north $73^{\circ}38'12''$ east, a distance of 63.52 feet;
- Thence north $77^{\circ}06'51''$ east, a distance of 81.44 feet;
- Thence north $68^{\circ}26'04''$ east, a distance of 36.65 feet;
- Thence north $64^{\circ}40'57''$ east, a distance of 55.13 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;
- Thence easterly along said curve through a central angle of $39^{\circ}52'19''$, an arc length of 59.15 feet;
- Thence tangent to said curve, south $75^{\circ}26'44''$ east, a distance of 32.48 feet to the beginning of a tangent curve concave northerly having a radius of 47.00 feet;
- Thence easterly along said curve through a central angle of $65^{\circ}49'57''$, an arc length of 54.00 feet;
- Thence tangent to said curve, north $38^{\circ}43'19''$ east, a distance of 48.38 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;

Thence easterly along said curve through a central angle of 68°35'20", an arc length of 101.75 feet;

Thence tangent to said curve, south 72°41'21" east, a distance of 59.61 feet to the beginning of a tangent curve concave northerly having a radius of 110.00 feet;

Thence easterly along said curve through a central angle of 70°19'35", an arc length of 135.02 feet;

Thence tangent to said curve, north 36°59'05" east, a distance of 21.51 feet to the beginning of a tangent curve concave southerly having a radius of 39.00 feet;

Thence easterly along said curve through a central angle of 103°56'42", an arc length of 70.75 feet;

Thence tangent to said curve, south 39°04'13" east, a distance of 28.35 feet to the beginning of a tangent curve concave westerly having a radius of 91.00 feet;

Thence southerly along said curve through a central angle of 53°26'31", an arc length of 84.88 feet;

Thence tangent to said curve, south 14°22'18" west, a distance of 48.52 feet to the beginning of a tangent curve concave northeasterly having a radius of 70.00 feet;

Thence southeasterly along said curve through a central angle of 120°22'36", an arc length of 147.07 feet to the beginning of a compound curve concave northwesterly having a radius of 131.00 feet;

Thence northeasterly along said curve through a central angle of 63°25'42", an arc length of 145.02 feet;

Thence tangent to said curve, north 09°53'11" east, a distance of 52.79 feet to the beginning of a tangent curve concave southeasterly having a radius of 90.00 feet;

Thence northeasterly along said curve through a central angle of 37°00'41", an arc length of 58.14 feet to the beginning of a compound curve concave southerly having a radius of 70.00 feet;

Thence easterly along said curve through a central angle of 81°13'21", an arc length of 99.23 feet;

Thence tangent to said curve, south 51°52'46" east, a distance of 67.02 feet;

Thence south 43°32'48" east, a distance of 66.92 feet to the beginning of a tangent curve concave northerly having a radius of 45.00 feet;

Thence easterly along said curve through a central angle of 74°06'36", an arc length of 58.21 feet;

Thence tangent to said curve, north 62°20'36" east, a distance of 45.95 feet to the beginning of a tangent curve concave southerly having a radius of 40.00 feet;

Thence easterly along said curve through a central angle of 80°50'44", an arc length of 56.44 feet to the beginning of a compound curve concave westerly having a radius of 25.00 feet;

Thence southerly along said curve through a central angle of 32°49'16", an arc length of 14.32 feet to the beginning of a compound curve concave northwesterly having a radius of 51.00 feet;

Thence southwestery along said curve through a central angle of 60°17'55", an arc length of 53.67 feet to the beginning of a compound curve concave northerly having a radius of 146.00 feet;

Thence westerly along said curve through a central angle of 32°53'46", an arc length of 83.83 feet;

Thence tangent to said curve, south 89°12'18" west, a distance of 48.81 feet to the beginning of a tangent curve concave easterly having a radius of 29.50 feet;

Thence southerly along said curve through a central angle of 167°03'46", an arc length of 86.02 feet;

Thence tangent to said curve, south 77°51'28" east, a distance of 78.69 feet;

Thence south 75°06'23" east, a distance of 140.93 feet;

Thence south 81°06'47" east, a distance of 62.49 feet to the beginning of a tangent curve concave southwestery having a radius of 43.00 feet;

Thence southeasterly along said curve through a central angle of 45°31'47", an arc length of 34.17 feet to the beginning of a compound curve concave southwestery having a radius of 82.00 feet;

Thence southeasterly along said curve through a central angle of 19°19'49", an arc length of 27.66 feet to the northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716, in the Office of the Clerk and Recorder of said County and the point of terminus of said strip.

The sidelines of said strip of land are to be prolonged or shortened so as to terminate southerly at said northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716.

Containing an area of 2.730 acres or 118,936 square feet, more or less.

Grantor also licenses to Grantee the use of the access road as described in an Access Easement dated April 24, 1994, recorded at Book 6436, Page 1449, and in an Access Easement dated

January 25, 1982, recorded in Book 3540, Page 716, both in the records of El Paso County, Colorado.

Grantee shall not block and shall permit access on and across the existing road as it crosses Grantee's site. This easement shall extend for the term of the Ground Lease and continue for so long as said Ground Lease is in force and has not expired. Said easement shall revert to Grantor upon abandonment by the Grantee.

EXHIBIT D

Site Plan

SWANK

**SITE ACCESS AND PERMANENT ENCROACHMENT PERMIT FOR ELECTRICAL
CONDUIT AND METER**

THIS PERMIT entered into this ___ day of July, 2015 by and between Colorado Interstate Gas Company, L.L.C., a Delaware limited liability company, whose address is 2 N. Nevada Ave., Colorado Springs, Colorado 80903 ("Facility Owner"), the Douglas County Department of Facilities, Fleet & Emergency Support Service, whose address is 3026 N. Industrial Way, Castle Rock, Colorado 80104 ("County").

WHEREAS, County needs access onto the exclusive surface easement granted to Facility Owner under an easement dated March 28, 1996, recorded on June 12, 1996 at Reception No. 9631999 ("Easement") in the Douglas County Clerk and Recorder's Office, which Easement is for the purpose of constructing, operating, and maintaining a 100' x 100' telecommunication site ("Property");

WHEREAS, County plans to install a meter on an existing Intermountain Rural Electric Association's power pole and within Facility Owner's fenced area on the Property and lay an underground electrical conduit from said power pole to County's adjacent or nearby telecommunication site (the "Electrical Improvements");

WHEREAS, the County needs to enter upon certain portions of the Property, as described and shown in Exhibit A, attached hereto and incorporated herein (the "Permit Area"), to construct the electrical improvements and accommodate the movement of equipment and personnel; and

WHEREAS, County and Swank Family Properties, LLC ("Swank") executed the Ground Lease Agreement for the Swank Property Communications Tower site, dated April 1, 2015 and the Exclusive Utility Easement and Maintenance Declaration dated June 16, 2015, recorded on ~~July 3, 2015~~ at Reception No. ~~2015046326~~ in the Douglas County Clerk and Recorder's Office; both of which grant the County the right to access said parcel and for the installation of the electric line and meter, Swank has also executed this Permit as shown below; ;

NOW THEREFORE, County and Facility Owner agree as follows:

1. Permit. Subject to the terms and conditions herein, Facility Owner will permit the construction of the Electrical Improvements and access to the Property. County agrees that this Permit for access and construction of the Electric Improvements is at County's risk. It is understood that shall have access to the Property on behalf of the County and as County's agent to perform the construction and maintenance of the electrical conduit and installation of the meter on the IREA pole.

2. Facility Owner's Rights. Facility Owner shall have the exclusive right to monitor and establish reasonable procedures for County's access to the Property and installation and maintenance of the Electric Improvements. To protect any existing facilities located on the Property the Facility Owner may revoke or modify this Permit with reasonable written notice to the County. The County agrees to adhere to Facility Owner's encroachment procedures as stated

in its O&M Procedure 204 and OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which are attached hereto as Exhibit B and made a part hereof.

3. Design. County and shall maintain a minimum depth of two (2) feet for the conduit with adjustments made for rocky terrain on the Property. Any changes to the design and/or construction must be pre-approved in advance by Facility Owner, which approval shall not be unreasonably withheld.

4. Compliance with Laws. County shall, while on the Property and performing work thereon under this Permit, observe and comply with all Federal, State and local laws which in any manner limit, control or apply to the work performed by the County. County will be solely responsible for any and all claims, costs, and liabilities arising out of or in connection with County's access and work on the Property, subject to the Governmental Immunity Act as stated in Section 6 below.

5. Electrical Improvements Construction: County will dig a trench to install an underground conduit in conformance with the County's and IREA's standards. County shall notify Facility Owner one week prior to commencement of trenching at the following contact numbers: ³⁰³⁻²⁶³⁻¹²⁵⁰ Facility Owner may schedule a representative to be on site. County shall hand dig one foot either side of an existing horizontal ChemRod grounding electrode extending perpendicular to Facility Owner's East fence line. The County shall notify the State One Call (811) at least two (2) business days prior to any excavation activities commencing on the Property.

6. Governmental Immunity Act: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Permit, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

7. Responsibilities. Each of County and Facility Owner shall be responsible for any damage or injuries arising from its negligent acts or omissions. County shall reimburse Facility Owner for any damages arising from negligent acts or omissions in connection with the installation, use, maintenance and removal of the electric line and meter. County shall carry and maintain the following insurance from insurers with an A.M. Best rating of not less than A-/VIII:

a. Workers Compensation insurance in accordance with the laws of the states where the Work is to be performed;

b. Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.

c. Commercial General Liability Insurance insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. All policies shall include coverage for blanket contractual liability assumed hereunder.

d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.

All insurance policies required hereunder (except insurance required under sections a. and b. shall include Facility Owner as an additional insured with respect to liability arising out of the Work performed by County. All insurance policies of County shall include waivers of subrogation in favor of Facility Owner. The insurance coverages required hereunder shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Facility Owner. County shall provide Facility Owner with evidence of insurance, applicable permits, licenses and any other requested information or documentation incident to the access hereby granted, which shall be satisfactory to Facility Owner prior to granting access. Failure to provide such information or documentation shall be grounds for Facility Owner terminating this Agreement. An ACORD certificate with boxes checked as approved by Facility Owner shall satisfy the requirement of evidence of insurance.

8. Term. This Permit shall commence upon execution and terminate upon non-use or abandonment of the electrical conduit on the Property. Upon non-use or abandonment, County shall provide written notification to Facility Owner. Facility Owner may also terminate this Permit in the event that it is not reimbursed for damages and costs incurred by Facility Owner arising in connection with the installation, use, maintenance and removal of the electric line and meter or the event that the Landowner's Consent expires or terminates. Upon non-use, abandonment or termination of this Permit, County shall remove the electric line and restore the surface to the condition it was in immediately prior to installation.

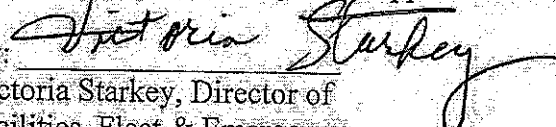
9. Assignment. The permission granted herein shall not be assignable, in whole or in part, without Facility Owner's express written consent.

Signatures are on the next page.

IN WITNESS WHEREOF, the parties have executed this Permit in the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, STATE OF COLORADO**

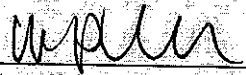
By: Douglas County Department of
Facilities, Fleet & Emergency Support Services

By: 
Victoria Starkey, Director of
Facilities, Fleet & Emergency
Support Services

APPROVED AS TO FISCAL CONTENT



Andrew Copland,
Director of Finance

APPROVED AS TO LEGAL FORM


Meredith P. Van Horn,
Assistant County Attorney

FACILITY OWNER

Colorado Interstate Gas Company, L.L.C.

By: 
Name: Bill Bynum, Jr.
Title: Director - Field Telecom

Above consented to by Swank Family Properties LLC


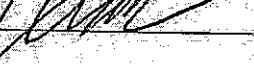
By: 
By: 

EXHIBIT A

LEGAL DESCRIPTION

A STRIP OF LAND 10.00 FEET WIDE OVER THAT CERTAIN PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 31, WHENCE THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 BEARS NORTH 89°18'52" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTH LINE;

THENCE SOUTH 47°54'19" EAST, 460.71 FEET TO THE NORTHERLY CORNER OF A PROPOSED 60 FOOT X 100 FOOT TOWER LEASE PARCEL;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PROPOSED 60 FOOT BY 100 FOOT TOWER LEASE PARCEL AND THE SOUTHEASTERLY PROJECTION THEREOF SOUTH 14°06'15" EAST, 105.56 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN EASEMENT RECORDED JUNE 12, 1996 AT RECEPTION NO. 9631999 IN THE OFFICE OF SAID CLERK AND RECORDER;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 76°24'58" EAST, A DISTANCE OF 5.65 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 14°06'15" EAST, A DISTANCE OF 34.58 FEET;

THENCE SOUTH 25°16'53" EAST, A DISTANCE OF 43.38 FEET;

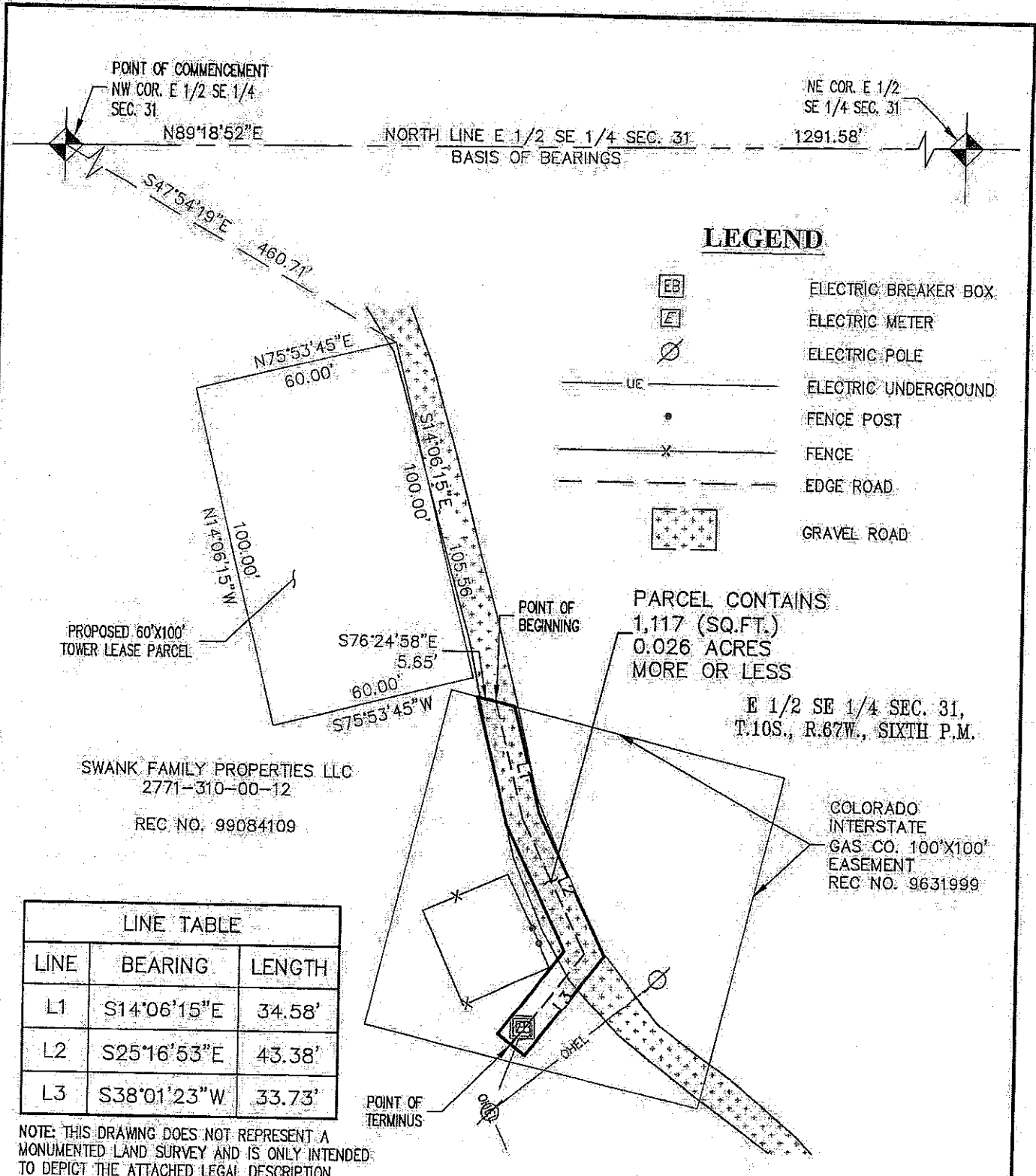
THENCE SOUTH 38°01'23" WEST, A DISTANCE OF 33.73 FEET TO THE **POINT OF TERMINUS**..

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY AT THE NORTHERLY LINE OF SAID EASEMENT.

CONTAINING AN AREA OF 0.026 ACRES OR 1,117 SQUARE FEET, MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO DESCRIPTION



LEGEND

- ELECTRIC BREAKER BOX
- ELECTRIC METER
- ELECTRIC POLE
- ELECTRIC UNDERGROUND
- FENCE POST
- FENCE
- EDGE ROAD
- GRAVEL ROAD

PARCEL CONTAINS
1,117 (SQ.FT.)
0.026 ACRES
MORE OR LESS

E 1/2 SE 1/4 SEC. 31,
T.10S., R.67W., SIXTH P.M.

PROPOSED 60'X100'
TOWER LEASE PARCEL

SWANK FAMILY PROPERTIES LLC
2771-310-00-12
REC NO. 99084109

COLORADO
INTERSTATE
GAS CO. 100'X100'
EASEMENT
REC NO. 9631999

LINE TABLE		
LINE	BEARING	LENGTH
L1	S14°06'15"E	34.58'
L2	S25°16'53"E	43.38'
L3	S38°01'23"W	33.73'

NOTE: THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY INTENDED
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: M:\13414-13 - Swank Radio Tower
DWG NAME: utility esmt-CIG.dwg
DWG: DED CHK: RDS
DATE: 4/27/2015
SCALE: 1" = 40'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

EXHIBIT
E 1/2 SE 1/4 SEC. 31
T10S, R67W, 6TH P.M.
JOB NUMBER 13414-13 2 OF 2 SHEETS

EXHIBIT B

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Colorado Interstate Gas Company (CIG)

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- * KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- * Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- * Only facilities shown on drawings reviewed by CIG (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- * KM shall approve the design of all permanent road crossings.
- * Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard TYP-V-0100-B010.
- * Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- * The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- * Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is not permitted.
- * Planting of shrubs and trees is not permitted on KM pipeline easement.
- * Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- * Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- * A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- * The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT-approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from **CIG** (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost or liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- Any contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

• All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.

1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
2. Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 disease each employee.
3. Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage.
5. ~~If necessary, Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than \$5,000,000 each occurrence.~~ V.S.
6. ~~Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than \$2,000,000 per occurrence.~~ V.S.
7. ~~Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of \$5,000,000 per occurrence.~~ V.S.

BGB SOB
BGB SOB
BGB SDB7

KINDER MORGANO&M PROCEDURE/CONSTRUCTION STANDARD
Dual Use DocumentNo. O&M 204/C1005
Title: Construction near Company
Facilities
Revised: 2013-06-25**Table of Contents**

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1. Applicability

- Gathering
- Processing
- Transmission/Regulated Onshore Gathering
- Kinder Morgan Treating

2. Scope

This procedure applies to all facilities and provides guidance in addressing all construction projects or activities that encroach upon the Company's pipelines, fee owned property, easements, etc. Such encroachments must be evaluated to assure compliance with Company requirements as those requirements are prescribed in this procedure, prevent damage to the pipeline facilities and protect the public and employees.

Pipelines acquired by Kinder Morgan in 2012 met 49 CFR 191 and 192 requirements and applicable State requirements using O&M Procedures in place prior to the merger. Kinder Morgan specific annual requirements will be implemented in calendar year 2013 for all Company pipelines, including the acquired pipelines.

3. Core Information and Requirements

Highlighting indicates revisions made as of the date on this procedure

Page 1 of 22

KINDER MORGAN**O&M PROCEDURE/CONSTRUCTION STANDARD
Dual Use Document**

No. O&M 204/C1005
 Title: Construction near Company
 Facilities
 Revised: 2013-06-25

Third Party activities near pipeline facilities that may require inspection and or assessment including, but are not limited to:

- Blasting
- Installing foreign pipelines
- Installing electric cables, telephone or cable TV lines
- Drilling holes for poles, posts, anchors or oil, water and gas wells
- Installing parking lots, driveways, mobile homes, garages, sheds, swimming pools, barns, junkyards or trees
- Pipeline Crossing by Dredging Operations
- Foreign Crossing in Wetland/waterbody and Offshore Environments
- Any other activities that may require excavation
- Crossing pipelines with heavy vehicles or equipment
- Permanent or temporary removal of cover from pipelines (e.g., agricultural land leveling, road or highway construction, drainage work)

3.1. Basic Rights

The Land and Right-of-Way Department enforces Company land rights insofar as or to the extent provided by underlying agreements.

When a third party's activities threaten the safety of Company operated facilities, the Company will request that the third party discontinue such action. If the third party fails to adhere to the request, then assistance from operations management and the Land and Right-of-Way Department shall be pursued. When a third party damages a pipeline or other Company operated facility, the Company has the right to reimbursement for such damages.

The Company has certain basic land rights through easements, franchises, permits, license agreements, leasehold, fee ownership, etc., that allow for constructing and operating Company facilities. The value and extent of the Company's rights depend upon the underlying agreement's terms and conditions.

The Company has the right to act in accordance with the terms and conditions of the underlying agreement. In cases where the Company owns the property in fee, any encroachment on the property is considered trespassing. The Company is prepared to take any legal action necessary to protect its real and personal property rights and the safety and property of other persons.

3.2. Basic Responsibilities

The Company has the following basic responsibilities in relation to its pipelines:

- When Company pipelines are identified by pipeline markers, stakes or by telling a third party where the line is located, such identifiers must be accurate and comply with the requirements of state One-Call organizations and the Company's procedures whichever is more stringent.
- Managers and supervisors shall plan accordingly for workload fluctuations, vacations, etc. to ensure notices received are completed in a timely manner.
- Section 4 of the Common Ground Alliance's (CGA) Locating and Marking best practices are incorporated in this procedure and shall be followed.

3.3. One-Call Systems

Every location will participate in a state One-Call system. Attachment 1 – One-Call Center and Emergency Phone Numbers lists the One-Call center phone numbers, as well as Company control center phone numbers. The One-Call system serves as a means for receiving and recording excavation notification as well as notifying excavators how to identify temporary pipeline markings. In order to maintain the One-Call database, once each calendar year, each Damage Prevention Supervisor shall review the current pipeline assets in their area of responsibility and compare them with the lines in PODS, Geofusion, or One-Call Agency database to ensure that all lines the Company operates are listed and any that were sold or abandoned have been removed. Any changes needed in pipeline location or one-call boundaries will be coordinated through the GIS Department.

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Participating in the state One-Call program may meet the following damage prevention requirements:

- If the State One-Call Center maintains a list of excavators who have used the One-Call service, document in local files how to easily access this information when it is needed or store the information in the Public Awareness Database.
- If the State One-Call Center provides notification to excavators explaining the One-Call program and excavation procedures, obtain documentation for local files or store the information in the Public Awareness Database.

3.3.1. Receiving Notices from One-Call Centers

When the field receives a One-Call notice of intended excavation, a response is required per the procedures below and state One-Call Laws.

When the field receives a notice of intended activity, (One-Call) the person receiving the information will determine as to the location of work versus the Company's assets. If Company assets will not be impacted, document in the electronic One-Call system. The documentation must include justification for no physical locate and the individuals name.

When the person receiving the one-call determines there is a question as to whether Company assets will be impacted, a Company representative will contact the excavator for additional clarification. If at this time, it is determined that Company assets will not be impacted, document in the electronic One-Call system. The documentation must include justification for no physical locate, excavator contacted, and the individuals name.

If the pipeline will not be marked, the electronic One-Call System will be used to notify the excavator via e-mail, fax or phone and/or respond back to the one-call center if required.

If the work is within 50-feet of Company assets, or if there is a potential for the work to encroach to within 50-feet of Company assets, Company Personnel will physically mark the asset according to Subsection 3.4 – Marking Underground Structures below, and document in the electronic One-Call system. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator. If the work area is in a wetland/waterbody or offshore environment, where conventional marking methods are inadequate, a Qualified Company Representative may specify an alternative method for marking the line.

3.3.2. Design or Planning Notification

When the one-call notification is a request to meet for the purposes of design or planning, the Company Representative is to contact the person designated on the one-call ticket as the contact person to ensure that no excavation is planned in the area noted on the one-call ticket and to schedule a meeting at a mutually agreeable time. If an excavation is planned, which meets the definition of this procedure or the state one-call law then Subsection 3.3.1 – Receiving Notices from One-Call Centers applies. Also, refer to Subsection 3.4.3 – Meeting Requirements with Excavator. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator and the line has been physically marked.

3.4. Marking Underground Structures (temporary markings)

Company personnel will locate and mark pipelines in areas where excavation activities are observed or will occur as indicated by the One-Call notification. ONLY Company personnel are approved to locate and mark underground structures on upland facilities. If the work area is in a wetland/waterbody or offshore environment, where conventional marking methods are inadequate, a Qualified Company Representative may be used to mark the line.

Exception: Line marking may not be required for routine long-term activities where the depth of cover is known, and it has been established that the activity will not, in any way, affect the integrity of the pipeline. These include activities such as tilling of farmland, and road grading operations. In these cases, a standing procedure may be established with the parties involved

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that would apply as long as surface conditions and/or activities do not change. All other parts of this procedure do apply.

3.4.1. Locate and mark the pipeline, within 50-feet of the excavation work area, as specified below.

- Pipelines will be marked within 48 hours of receipt of notification (excluding weekends and state holidays) or in accordance with local One-Call laws, and before any excavation activities begin. Emergency Notifications will be responded to promptly. It is recognized that there will be circumstances that prohibit marking the pipeline within the allowed time. Examples include, but are not limited to:
 - Weather (blizzards, heavy rain, or flooding)
 - Locations that require marking in roadways where we will be utilizing the contractors traffic control plan which will not be set up within the allowed time
 - When the excavator is requesting a joint meet, which will occur after the allowed time
 - Inability to gain access to property for locate (inaccessible fenced properties, threatening pets, etc.)
 - There is lack of clear delineation of the proposed area of excavation and the excavator cannot meet with us within the allowed time.
 - Wetland/waterbody and offshore areas where scheduling of qualified locating personnel cannot be performed within the allowed time.

If the state law allows it, in these cases delay in marking time is allowed; however, concurrence of the delay in marking shall be received from the applicable ROW Specialist, Supervisor or Manager and the excavator. Facts and circumstances of the delay, name of Kinder Morgan (KM) person concurring and excavator contact who agreed, shall be documented in the ticket Comments section of the electronic One-Call system. Contact the excavator and arrange to meet an authorized representative of the excavator. Discuss provisions in Subsection 3.4.3 – Meeting Requirements with Excavator. Document excavator communications in the electronic One-Call system. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator.

- Locates and markings shall be performed safely. Consideration should be given to items such as, but not limited to; traffic, site conditions, and personal protective equipment (refer to O&M Procedure 120 – Personal Protective Equipment).
- Available Company records/strip maps/alignment sheets are to be reviewed prior to marking the pipeline(s). Look for taps, both active and abandoned, or any other below grade facilities. The minimum length of pipeline to be marked shall be as required by conditions of the site and job. Any errors or omissions discovered shall be communicated to the Engineering Records Department immediately.
- Perform a visual inspection of the locate area to determine if there is evidence of a Company pipeline which is not on any record, map or alignment sheet. Also, be aware of other pipelines that might be in the area that are not on Company drawings.
- When marking the line, the marks must be able to identify where the pipeline is located, the lesser of within 2-feet off the center point, or as required by state One-Call Laws. If this criterion is not possible, then no mark shall be made, but a positive "finding" (pothole) will be necessary.
- Point of Intersection (PI) and other changes of direction shall be marked so that the pipe's location is clearly delineated.
- When marking upland facilities, the Company is to consider the type of facility being located, the terrain of the land, the type of excavation being done and the method to adequately mark its facility for the excavator. The spacing of the markings shall be 10-feet or less apart. When marking offshore and wetland/waterbody facilities, conventional marking techniques may not be applicable. In these cases the company shall have an encroachment agreement with the excavator.

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- Any Kinder Morgan crossings in the area must be marked.
- Any crossing, not shown on the alignment sheet must be reported immediately to the Engineering Records Department for inclusion on as-built drawings.
- Temporarily mark the physical location of a pipeline using yellow flags, laths and/or fluorescent yellow paint per the ULCC Color Code Guide. Use the appropriate marking for the existing and expected surface conditions.
- When feasible, the owner/operator of a facility is identified by the markings at the time the facility is located.
- Locate and mark any KM operated transmission or gathering facility within 50-feet of the excavation work.
- Buoys, poles or PVC markers may be used for submerged underwater facilities in areas such as wide commercially navigable waterways, wetland/waterbodies, offshore and bays. Markers should be placed as close as practical over the facilities that are submerged in such a manner without impeding or creating additional hazards.
- Multiple Company pipelines in the same ROW will be marked individually. Care should be taken at all locations where there are multiple lines in the same ROW (either KM or third party). A sweep of the area should be performed to help identify the intended pipeline as well as any other KM operated lines that may be in the vicinity.
- If there is doubt concerning the location or depth of the line, either request assistance to locate or use soft digging methods to determine exact location.
- All marked locations shall be photographed in accordance with Section 5 – Documentation.
- Treat each updated One-Call ticket as a "new" ticket. Pipeline markings need to be verified or re-marked for each ticket AND new photographs taken. Remarks for each ticket need to be completed in electronic One-Call system. Descriptions and comments need to be completed for each updated ticket, as if it were the only ticket received for the job. Reference to the previous ticket should be noted in comments.
- All One-Calls must be responded to, via the electronic One-Call system, even if there is no conflict with Company facilities.
- Additional notification may be made by phone, fax, or email. The date and name of the person contacted should be recorded in the electronic One-Call System.

3.4.2. Line Locating Equipment used in Locating Upland Pipelines for Marking

Conductive locating (direct connection to the pipeline) is the preferred method for locating Company pipelines.

Line locating equipment will be field checked for proper operation prior to initial use, each day that it is used for locating. Documentation of this check will be recorded in the electronic One-Call system. If inductive locating is used for locating Company pipelines, a direct positive confirmation by a water probe, probe rod, vacuum truck or other methods must be performed.

Hydrographic surveying techniques may be used to locate facilities in wetland/waterbodies or offshore. When locating offshore and wetland/waterbody facilities, conventional locating techniques may not be applicable. In these cases the company shall have a crossing agreement with the excavator.

3.4.3. Meeting Requirements with Excavator

- Meet with the encroaching party's representative. Obtain the information needed by the Company concerning the type of activity, crossing, drawings, schedules, blasting plans including charge size and location (if applicable), contact information (names, numbers), etc. Use this opportunity to obtain contractor information for Company's damage prevention program and to promote the use of the applicable state One-Call systems and the national 811 number.
- Review with the excavator/encroaching party's supervisor or designated responsible person the requirements of this procedure (**O&M Procedure 204 – Construction Near**

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Company Facilities) such as scope of the job; location of Company facilities; the requirements for crossing Company lines or facilities; and the requirements that a Company Representative must be on-site whenever work will be done within 25-feet of Company Facilities.

- o Required clearance from any underground structure not associated with the pipeline is 24-inches
- o Company upland pipelines must be exposed per Subsection 3.8 – Excavating Pressurized Lines of this procedure.
- Excavations entered by and performed by Company employees or their representatives must meet the requirements of O&M Procedure 109 – Excavating, Trenching and Shoring
- Special provisions are required when working over or near Dresser coupled lines. These provisions are outlined in O&M Procedure 237 – Dresser-Coupled Pipelines.
- Verify that the information received concerning dates, locations and scope of work is accurate
- The Company representative assigned to locate a pipeline or monitor excavation activities shall complete O&M Form OM200-31 – Line Locate Inspection Report and sign when meeting with the excavator and the line has been physically marked.
- For excavations 25-feet or less from Company assets, contractor should counter sign O&M Form OM200-31 – Line Locate Inspection Report. The original will be given to the third party excavator's representative on the site during the initial meeting and a copy electronically attached to the ticket in the electronic One-Call system.
- For excavations greater than 25-feet, contractor is not required to counter sign O&M Form OM200-31 – Line Locate Inspection Report. Retain the document for district records
- The form must be re-issued for changes in activities, including, but not limited to:
 - o Changes in the scope of work that could affect the safety of the line
 - o Changes of affected personnel on the site (excavator, supervisor, etc.)
 - o Changes to the schedule/work plan, that is, digging faster or moving to another area e.g., across the road.

O&M Form OM200-31 – Line Locate Inspection Report helps assure communications between the Company representative and the third party excavator regarding the planned or actual date(s) of excavation activities. If applicable, the form should include any observation waivers granted and the basis on which the exception was granted, with instructions to contact the KM Employee if any of the conditions, which was the basis for exception, change. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator. If the excavator refuses to sign, the Company representative will so indicate on the form.

3.5. Surveillance, Awareness and Reporting

Be alert for upcoming projects that may encroach upon or endanger Company operated pipelines or facilities. Construction activity that may involve Company operated pipelines or facilities should be immediately reported to the appropriate supervisor. If the appropriate supervisor cannot be reached, notify the next available supervisor or Gas Control.

The public is often aware of projects, including underground phone, electrical, sewer and water facilities and street construction projects long before work begins. Since rural road construction and land leveling are less publicized, inform area contractors and road crews of Company line locations and the rules regarding construction activity.

Notify Operations Manager or designee of any construction projects that may affect or endanger Company operated facilities. Report any activities on fee owned property to ROW. When construction work is within city or corporate limits or part of a city project, contact city officials and remind them of the Company's rules and policies. Try to attend any city or county planning

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committee meetings concerning major construction activities that could affect the Company's assets. The necessary provisions can then be written into an ordinance or into the contract under which the work will be performed.

3.6. Investigating Third Party Construction Activity – Company Not Notified

If a Third Party is seen within 50-feet of, or working over the Company's pipeline, the excavation and construction activities shall immediately be stopped until the Company facilities have been located and investigated for possible damage.

When Third Party construction activity involving a Company pipeline or facility is started without prior approval, notify the operations supervisor immediately. Contact the Land and Right-of-Way Department to determine the Company's rights. Inspect the premises immediately and take necessary steps to correct or prevent unsafe conditions.

When physical evidence of an unmonitored encroachment over the pipeline is discovered, the area must be investigated to determine if an excavation is required, an informational ERL must be issued and the event documented in the Company incident-tracking database (**STARS** or **CIRTS** (Comprehensive Incident Reporting and Tracking System)). If an excavation is required, the pipeline shall be inspected for damage in conformance with existing company procedures. Upon discovery of pipeline damage, an ERL notification shall be initiated and the occurrence treated as an Abnormal Operation in conformance with O&M Procedure 1902 – Abnormal Operation.

High Consequence Areas: When physical evidence of encroachment over the pipeline is discovered in an HCA that was not monitored, the area must be excavated near the encroachment or an above ground survey must be conducted using methods defined in NACE RP-0502-2008.

When land leveling or improvements involving a Company pipeline or facility are started without prior approval, notify the operations supervisor immediately. Contact the Land and Right-of-Way Department to determine the Company's rights. Inspect the premises immediately and take necessary steps to correct or prevent unsafe conditions.

If excavation or other activities are identified within the Company's pipeline easement that are not allowed by the pipeline easement or permit agreement, the activities shall be stopped until an agreement is reached. If excavation activities continue, local management should be advised and the Company's Legal Department and/or local law enforcement authorities may be called for assistance.

3.7. Inspecting Construction Activity – KM Notified

Excavation Monitoring (periodic monitoring) – For excavations between 25-feet and 50-feet from a Company upland facility. A properly trained and OQ qualified Company representative shall periodically monitor the excavation to assure that the work is continuing as planned. Excavations greater than 50-feet from a Company facility should be monitored as necessary.

On-Site Monitoring (mandatory monitoring) – When construction activity is within 25-feet of the Company operated transmission or gathering land pipeline facilities, a properly trained and OQ qualified Company representative shall, unless excepted by Subsection 3.7.1. – Waiver to On-Site Monitoring, be on site.

Excavation Observation – Observation is mandatory when excavation activity is within 10-feet of the upland pipeline. When an excavation is within 10-feet of a Company facility a properly trained and OQ qualified Company representative shall be continuously present during all excavation and backfilling activities to observe compliance with agreed upon design/specification/scope of work and to ensure the excavation and backfilling criteria are being met. If a Company representative is not observing the activities, absolutely no work is to be allowed.

The Company Observer shall be aware of the hazards of operating equipment and shall use audible warning devices to warn equipment operators of impending danger or threat to the safety of personnel or facilities. The audible warning device should be a whistle or other approved

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device that the equipment operator can hear above normal equipment noise.

Monitoring and Observation Offshore and in Wetland/Waterbodies - When the construction activity affects a company facility, that is located offshore or in a wetland/waterbody, conventional observation and monitoring methods are not applicable in many respects. To mitigate encroachment issues the company shall use an encroachment agreement. The company, at its discretion will utilize either a OQ qualified company representative to monitor the encroachment activities and communicate with the foreign facility personnel and divers to enforce the terms and conditions of the encroachment agreement.

If the excavation results in a foreign utility crossing of KM's pipeline, the KM representative shall complete **O&M Form OM200-01 – Foreign Structures Report** or the **Streamline Crossing Encroachment Report**. If the excavation results in a metallic object crossing also complete **O&M Form OM200-03 – Underground Structure Crossing Report**. If the excavation results in the exposure of a KM pipeline, the KM representative shall complete **O&M Form OM200-02 – Pipeline Examination Report**. The KM Representative must have the appropriate operator qualifications to perform the duties and complete each form.

A KM representative may give permission for work to be performed over the pipeline without being on site. Prior to giving permission, the KM representative must have marked the pipeline (unless exempted by **Subsection 3.4 – Marking Underground Structures**) and assured themselves that there is no risk to the pipeline from grading operations or excavation activities, where the depth of the pipeline is known to be below plow depth. Work is defined as digging or disturbing the soil, moving any heavy equipment over the pipeline with less than the required cover.

In the event of parallel encroachments or other circumstances where the excavation activities will require a Company representative to be present for a long duration, and there is to be no crossing of the Company's pipeline, the contractor's work schedule shall be provided to the Company and a meeting held with Company Inspector(s) when necessary to review the schedule. Any deviations to the schedule will require advance Company approval.

Company representatives should be aware of the **O&M Form OM200-29 – Guidelines for Design and Construction near Kinder Morgan Operated Facilities** during construction near Company facilities:

When an encroachment by:

- 1st Party – KM (Company) excavation
- 2nd Party – Contract Representative doing work for KM
- 3rd Party – Excavator not affiliated with KM or acting as a representative of KM

involves any one of the following conditions, the Damage Prevention Supervisor, Operations Supervisor or their designee must be contacted to determine if additional precautions need to be taken to protect the Kinder Morgan Pipeline. This discussion will be documented in the electronic one-call system:

- Excavation less than 10-feet
- Foreign line crossing
- Exposed KM pipeline
- Parallel construction within 25-feet

3.7.1. Waiver to On-site Monitoring

When the scope and location of the proposed excavation is greater than 10-feet from the Company's asset and there appears to be no benefit to being continuously present to protect the asset, a waiver to the observation may be granted.

Examples where this may be applicable include, but are not limited to:

- Excavation, such as paving or digging foundation footings on private property when the pipeline is under the city street or on the opposite side of the road.

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- Replacing utility poles when the utility easement is offset from the pipeline at a distance greater than 10-feet and guy wires will not encroach upon the easement.
- Excavation on the other side of an immovable barrier or natural demarcation, such as, construction separated from our pipeline by railroad, or stone/concrete fence, etc.
- Other digging that will not damage the pipeline, i.e. hand digging, shallow/well defined.
- Concrete Barriers installed between the area of excavation and the KM pipe
- Permanent or temporary fencing installed between the area of the excavation and the KM pipe
- Video monitoring
- Other situations where the activity will not affect the pipeline.

Care should be taken to ensure that the scope of work does not include utility work that could potentially cross the pipeline or that the pipeline is not within the designated excavation area (white lined area).

Note: KM does not have the authority to waive a State One-Call requirement.

When seeking a waiver to continuous monitoring, for construction within 25-feet but greater than 10-feet of the pipeline, the KM Line Locator must contact the Damage Prevention Supervisor, Area Manager or Operations Supervisor to get their concurrence. After approval, the site should be monitored periodically to ensure work remains within the original scope.

- The justification, date and time of the concurrence and the name of the person granting the exception must be recorded in the notes section of the electronic One-Call system and the "waiver" box checked.
- The person granting the exception must also record the decision and the basis for the decision in their records.

3.7.1.1. Exceptions to Company Personnel Observing/Monitoring Excavation and Backfilling Activities

- Operations Management will decide when it is necessary to use a contract representative to monitor excavation and/or backfilling activities.
- The Damage Prevention Supervisor will follow the appropriate Company procedure(s) for selection and contracting of a contract representative.
- The Damage Prevention Supervisor will coordinate with the Operations Manager to ensure that the contract representative has completed the required training and approve the Operator Qualification (OQ) credentials.
- The Damage Prevention Supervisor must confirm proficiency and knowledge of covered procedures and training for the contract representative.
- OQ Requirements for KM Representatives: As a minimum the contract representative shall be Operator Qualified on the following tasks:

OQ Requirements Set 'A'

- 01.01.01 Abnormal Operations
- 04.01.03 Visual Inspection of Buried Pipe and Components When Exposed*
- 08.02.01 Damage Prevention During Excavation Activities
- 14.02.01 Backfilling
- 14.05.01 Underground Clearances
- 14.08.01 Cover
- 14.10.01 Line Markers
- 14.13.01 Protection When Minimum Cover Not Met
- 14.09.01 Inspection: Compliance with Procedures & Standards

- * For purposes of Section title "Exception to Company Personnel Observing/Monitoring Excavation and Backfilling Activities" this OQ is only required for those contractor representatives who will actually be required to perform the work covered by this OQ as part of their contracted work.

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- The Damage Prevention Supervisor will be responsible for ensuring that the contract representative has reviewed, understands and provides proper documentation of the following the Company Operating & Maintenance (O&M) Procedures:
 - O&M Procedure 109 – Excavating, Trenching and Shoring
 - O&M Procedure 159 – Incident Reporting and Investigation
 - O&M Procedure 166 – Safety Hazard/Near Miss Reporting
 - O&M Procedure 168 – Safety Orientation
 - O&M Procedure 204 – Construction Near Company Facilities
 - O&M Procedure 205 – Pipeline Markers and Cover
 - O&M Procedure 214 – Reporting Pipeline Safety-Related Conditions
- The Operations Manager will communicate to the Director of Operations the intent to utilize a contract representative for excavations and/or backfilling activities within their area of responsibility.
- The Director of Operations will review the need to utilize contract inspectors and if deemed necessary will conditionally approve the use per project.
- Final approval to use contract inspectors will not be given until all training is completed.
- The Damage Prevention Supervisor will be responsible for ensuring that the contract representative has reviewed, understands and provides proper documentation of the following the Company Construction Inspection procedures:
 - Construction Inspection Section CON0020 – General Requirements
 - Construction Standard C1010 – Clearing, Grading and Site Preparation
 - Construction Standard C1100 – Backfilling
 - Construction Standard C1160 – Horizontal Directional Drilling
- The Damage Prevention Supervisor will be responsible for ensuring that the contract representative has reviewed, understands and provides proper documentation of the Kinder Morgan Contractor Safety Manual.
- The Damage Prevention Supervisor will be responsible for providing copies of the training requirements stated above to the Operations Manager for approval, then to the Director of Operations for review and approval before proceeding with the use of contract representatives during excavations and backfilling activities on existing Company right-of-ways and property. Including the following:
 - Confirmation of the completion and acceptable scores of the OQ training stated above.
 - Copies of O&M Procedures, Construction Inspection Manual and Contractor Safety Manual - signed and dated by the contract representative as well as the project manager or their designee.
 - A general summary that identifies the planned excavation and backfilling activities.
- The Director of Operations will:
 - Provide confirmation to the Damage Prevention Supervisor and Operations Manager, via email, if they are in agreement that all training requirements have been satisfied and use of the contract representative for monitoring of excavation and/or backfilling activities is approved.
 - OR -
 - Respond to the Damage Prevention Supervisor and Operations Manager, via email, that training requirements are deficient and the use of the contract representative is NOT approved.

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3.7.2. Kinder Morgan Initiated Excavation Activities

When excavating, Kinder Morgan (1st Party) and Contractors doing work for Kinder Morgan (2nd Party) have the same obligations to comply with state One-Call laws and follow the practices that we expect from 3rd party excavators. To that end, the person responsible for excavating on behalf of Kinder Morgan will:

- Make notification to the appropriate one-call center of the intent to excavate the pipeline within the required timelines specified by applicable State One-Call Law.
- If the excavation location cannot be specifically identified by landmark, address, legal description or GPS point, identify the proposed area of excavation using white lining prior to notification of the One-Call center.
- Maintain the ticket number from the one-call center that verifies the locate request was requested.
- If multiple excavators for KM are working at the same site, each will have a separate one-call reference.
- When practical the KM excavator will request a meeting with the other facility locator(s) at the job site prior to the actual marking of facility locations.
- An excavation procedure, plan or job scope must be reviewed and approved by the local Damage Prevention Supervisor, Operations Supervisor or Operations Manager, prior to the excavation. The approval will be documented in the electronic one-call system.
- Soft digging (hydrovac or other) may be required, to expose KM facilities, if deemed necessary during excavation review and planning.
- Depending on the complexity of the job, different types of documentation may be used for the excavation plan. Some examples include: Form OM200-31, The Project Management Excavation Procedure for New Construction, The Project Management Excavation Procedure for Existing Facilities, facility drawings, red lined drawings, or other documents.
- Coordinate work that requires temporary or permanent interruption of a facility's service with the affected facility owner/operator.
- Re-call the one-call center if the facility owner/operator fails to respond to the KM request for a locate (within the timeframe established by the state one-call law).
- Verify that the excavation site is at the correct location as described on the one-call ticket.
- Verify the locate markings and check for unmarked facilities by conducting an electronic and visual sweep of the site. Perform an "electronic sweep" of the white lined area by using a KM approved locator, set to inductive mode. Visually check for such things as signs, markings, and trenches that might indicate underground utilities are present.
- The excavator should review the location of underground facilities with the facility operator prior to excavation.
- The KM Representative on site should have access to the names and phone numbers of all facility owner/operators contacts and the one-call center.
- Reasonable care will be used to avoid damaging underground facilities. The excavation should be planned to avoid damage and or minimize interference with the underground facilities in or near the work area.
- Protect and preserve the staking, marking or other designations for underground facilities until no longer required for proper and safe excavation. If any facility mark is removed or no longer visible, excavation is to be stopped and the facility owner or one-call center is notified to request a re-mark.
- An observer is required to assist the equipment operator when operating excavation equipment around known underground facilities.
- Mechanical excavation is not allowed within the tolerance zone of the underground facility unless otherwise allowed by this procedure.

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- The facility owner/operator is to be contacted, either directly or through the one-call center if an underground facility is not found where one has been marked or if an unmarked underground facility is found. Following this notification work can be continued, unless otherwise in state law, if the work can be performed without damaging the facility.
- Exposed pipeline facilities will be supported and protected from damage.
- The one-call center will be called to refresh the ticket if it is expected that the excavation will continue past the life of the ticket.
- If an underground facility is damaged or is discovered to be damaged, the owner/operator of the damaged facility will be notified either directly or via the one-call center (unless otherwise specified by state law). All breaks, leaks, nicks, dents, gouges, grooves, or other damages to facility lines conduits, coatings or cathodic protection will be reported.
- If the damage results in the escape of any flammable, toxic, or corrosive gas or liquid or endangers life, health, or property 911 and the facility owner/operator is to be notified immediately. Reasonable measures will be taken to protect those in immediate danger (employees, contractors, public), property and the environment until the facility owner/operator or emergency responders have arrived and completed their assessment.
- In the case of an emergency excavation of a KM pipeline, maintenance or repairs may be made immediately provided the one-call center and impacted facility owner/operators are notified as soon as reasonably possible. This includes situations that involve danger to life, health or property.
- Protect all facilities from damage when backfilling an excavation. Trash, debris or other material that could damage existing facilities or interfere with the accuracy of future locates is not to be buried in the excavation.
- For trenchless excavations (boring, etc.) the KM excavator will adhere to all best practices stated in this section.
- All applicable federal and state safety regulations, which include training as it relates to the protection of underground facilities, will be adhered to.
- High Consequence Areas: An excavation in an HCA shall be evaluated for the potential of stress corrosion cracking (SCC) by reviewing the existing conditions with the SCC criteria (refer to **O&M Procedure 917 – Stress Control Cracking**)

When a KM pipeline is exposed **O&M Form OM200-02 – Pipeline Examination Report** must be completed by a qualified KM Representative.

3.8. Excavating Pressurized Lines

Tolerance Zone – The tolerance zone is a buffer area around the circumference of the pipeline. State law and Company operating procedures determine what types of digging may be done within the tolerance zone. The minimum tolerance zone to be observed is 18-inches or state law whichever is more stringent. Refer to Table 1 – Tolerance Zones by State.

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State	Tolerance Zone
Alabama	18"
Arizona	24"
Arkansas	18"
California	24"
Colorado	18"
Connecticut	18"
Florida	24"
Georgia	24"
Illinois	18"
Indiana	24"
Iowa	18"
Kansas	24"
Kentucky	18"
Louisiana	18"
Massachusetts	18"
Mississippi	18"
Missouri	24"
Montana	18"
Nebraska	18"
Nevada	24"
New Hampshire	18"
New Jersey	18"
New Mexico	18"
New York	24"
Ohio	18"
Oklahoma	24"
Oregon	24"
Pennsylvania	18"
Rhode Island	18"
South Carolina	24"
Tennessee	24"
Texas	18" + 1/2 Pipe O.D. **
Utah	24"
West Virginia	24"
Wyoming	24"

Table 1 – Tolerance Zones by State

** In Texas, the qualified onsite KM representative may approve for the excavator to dig up to the 18" tolerance zone (for KM facilities only).

Before excavation by powered equipment, the line must be located with a water probe, probe rod, vacuum truck or exposed by hand or other soft digging methods. Probing shall be done during excavation across the entire ditch. Probe bars shall be used to verify depth and to size the line. Locate the top of pipe and both sides at the point the line is being crossed. When excavating, power equipment shall not dig within the tolerance zone of the pipeline and Probing shall be done during excavation. Pipeline shall be exposed by hand digging, hydrovac, or other soft digging methods only at this point. Be aware of possible side taps and or top taps that have been abandoned or are not reflected on alignments; for known taps additional hand digging may be required.

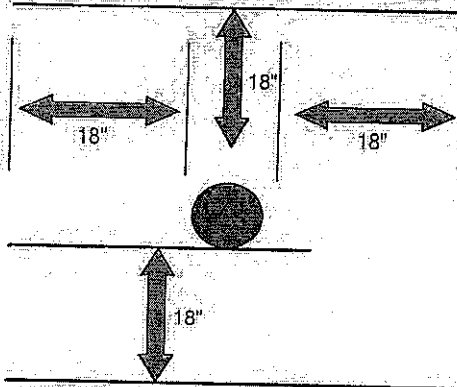
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Figure 1 – Minimum Tolerance Zone

If a probe rod must be used, inspecting the coating in the excavated area is required and any damaged areas must be repaired before backfilling. DO NOT locate pressurized lines using power equipment.

Power equipment excavation should be done with the equipment positioned parallel to the pipeline unless ROW congestion prevents adequately positioning excavating equipment. Digging across the line with power equipment positioned above the line should be avoided wherever possible.

Care should be used when removing rock adjacent to the pipeline. With any type of rock breaker, the force of the tool should always be directed away from the pipeline. Rock breakers can move in unexpected directions when rock is broken. Use a protective barrier (e.g., wood, rubber) placed between the tool and pipe during this operation. Ensure that the protective barrier is adequate to protect the pipeline integrity should any inadvertent deflection of the tool occur.

If circumstances warrant it a hand held jack hammer or air shovel may be used within the tolerance zone as long as all of the other conditions of this part are met and:

- The tool operator should also exercise caution to avoid placing their body, arms, hands, etc. between the tool and the pipeline in order to avoid "pinch points" if the tool is deflected.
- The pipeline pressure will be reduced as low as operationally acceptable by the system Gas Control
- The excavation meets OSHA requirements with emphasis on the following;
 - Adequate unrestricted work space is provided to allow proper handling and manipulation of the jack hammer, air shovel and other tools
 - An excavation exit plan is available.
- All other personal protective equipment required for this type of work; gloves, face shield, long sleeves, hard hats, steel-toed shoes, etc. will be utilized.

High Consequence Areas: An excavation in an HCA shall be evaluated for the potential of stress corrosion cracking (SCC) by reviewing the existing conditions with the SCC criteria (refer to **O&M Procedure 917 – Stress Corrosion Cracking**).

3.8.1. Excavating Depressurized Lines

With Operations Director approval, mechanical excavation can occur within the modified tolerance zone of a depressurized pipeline as follows:

- If the portion of the depressurized line being excavated is going to be removed or replaced, excavation may occur as close as necessary to the pipeline. (this is for pipe that will be abandoned or scrapped, not reused and will be completely depressurized before excavation). Any contact with the depressurized line that will be abandoned or scrapped is not considered a Line Hit, and does not necessitate following incident

Highlighting indicates revisions made as of the date on this procedure

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reporting requirements (i.e. issuing of an ERL, reporting to STARS, etc.)

Excavation of depressurized lines shall otherwise comply with all other parts of this procedure.

3.9. Horizontal Distance

When new facility construction parallels the Company's transmission or gathering pipelines, horizontal clearances shall be as defined in Table 2 – Horizontal Distance from Company Facilities or shall be the extent of the ROW, whichever is less. Establish any horizontal clearance less than that specified in the table by agreement between the Company and the underground facility's owner. Discuss horizontal clearances requested within fee owned property with the Land and Right-of-Way Department.

Third Party Facility	Horizontal Distance from Company Facilities
Buried pipelines	At least 10-feet
Buried telephone cable	At least 10-feet
Overhead telephone cable	At least 25-feet
Buried electric cables 440 VAC or less	At least 10-feet
Buried electric cables 440 VAC to 37.5 KVAC	At least 25-feet
Overhead electric lines 37.5 KVAC or less	At least 25-feet
Buried or overhead electric lines – facilities over 37.5 KV, AC or DC electric cable	Only by agreement between the utility and the Company's Project Manager or designee

Table 2 - Horizontal Distance from Company Facilities

3.10. Vertical Facility Clearance

Follow recommended minimum vertical clearances as shown in Table 3 – Vertical Clearance from Company Facilities when repairing, installing or constructing pipelines or cables across a Company transmission or gathering pipeline. Maintain underground utility depth to obtain these clearances across the entire easement. The Company must approve any deviation from vertical clearance requirements.

Third Party Facility	Vertical Clearance from Company Facility
New construction	When installing underground utilities, the last line should be placed beneath all existing lines unless it is impossible or unreasonable to do so.
Buried steel pipelines	At least a 24-inch vertical earth separation from a Company pipeline
Buried non-steel pipelines	At least a 24-inch vertical earth separation from a Company pipeline. At least a 24-inch vertical earth separation from a Company pipeline 12-inches or greater in diameter. Install flagging tape above the Company pipeline, approximately 3-feet on each side and directly over the cable or utility line for a distance of at least 15-feet.
Buried telephone and electric cables – 440 VAC or less	At least a 24-inch vertical earth separation from a Company pipeline The cable must have a nonconductive outer sheath extending at least 10-feet each direction from the Company pipeline. Install flagging tape above the Company pipeline, approximately 3-feet on each side and directly over the cable or utility line for a distance of at least 15-feet.
Fiber optic cables	Efforts should be made to install all fiber optic cable crossings at least 3-feet below Company pipelines. Installing a concrete barrier is recommended but may not be practical when the cable is a direct bore. In that case, the clearance and markings become

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	more critical.
Buried electric cables 440 VAC to 37.5 KVAC	At least a 24-inch vertical earth separation from a Company pipeline. The cable shall have a nonconductive outer sheath extending at least 10-feet each direction from the Company pipeline. Install flagging tape above the Company pipeline, approximately 3-feet on each side and directly over the cable or utility line for a distance of at least 15-feet.
Facilities over 37.5 KV	Vertical separation of an electric cable or line operating at more than 37.5 Kilovolts A.C. or D.C. will be established by agreement between the utility involved and the Company Project Manager or designee.

Table 3 - Vertical Clearance from Company Facility

3.11. Engineering Assessment

When an encroachment with the potential to impact a Company facility is identified, an assessment and determination of the impact shall be required. Company representatives will notify the Project Manager or designee, who can include local Land and Right-of-Way Department, or division corrosion supervisor, to review information and respond to the third party. Upon notification of an encroachment by a third party, gather pertinent facts, including:

- The exact location, scope, description and schedule of the proposed third party activity
- The exact location and description of the Company facility(s)
- Identify encroaching entity and record contact information.
- Identify local Operations contact.
- Determine which pipeline(s) or other Company facilities are impacted. Record location and rechain station from inventory sheet, PODS database or Geofusion database.
- Gather critical pipeline data such as pipe specifications, MAOP, class location, depth and coating type. Depending on the coating type, it may be necessary to take a coating sample and test for asbestos. Refer to O&M Procedure 1211 – Asbestos.
- Contact designated Land Department representative for ROW information.
- Fee property or easement, (i.e. year established) (contact the Land and Right-of-Way Department)
- ROW width, (i.e. special conditions) (contact the Land and Right-of-Way Department)
- Determine scope of third party project and scope of Company mitigation work.
- Determine project scheduling.
- Review Corrosion records prior to approval of a parking lot or other paved/cemented area, to determine if any recoating or other maintenance work is needed.

The Engineering Assessment required by this section must include analysis of the impact of abnormal loads or stresses on the pipeline.

- The pipe must be protected from hazards that may cause the pipe to sustain abnormal loads.
- Pipe must be of sufficient thickness or adequate protection must be provided to withstand anticipated external pressure and loads.
- Adequate protection must be provided to prevent damage that might result from the proximity of structures that are within 24-inches of the pipeline.

After conducting the Engineering Assessment, the Project Manager or designee may approve permanent structures to be built with clearance from the pipeline of less than 24-inches but no closer than 12-inches. Variance from the requirements of this procedure for clearance of structures of less than 12-inches must be obtained through O&M Procedure 001 – Standards Modification.

3.12. Heavy Equipment/Vehicle Crossings, Roadways and Parking Lots

Roads, construction equipment crossings and parking lots over steel pipelines shall be evaluated using the Company's stress calculation program, "PLStress" or other Company approved method for calculating stress for uncased pipelines by Project Manager or designee to determine the total stress on the pipeline. If the total stress exceeds recommended limits, a permanent protective

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structure should be considered. For pipelines constructed of material other than steel, contact the Project Manager or designee.

The following information will be required for the stress analysis. This information should then be provided to the Project Manager or designee and used as inputs into the stress calculation for heavy loads crossing uncased pipelines.

- Loaded vehicle axle load (single, tandem)
 - Heaviest construction equipment evaluated at the bottom of the sub-base
 - Street legal vehicles such as concrete truck, trash truck, commercial vehicles evaluated at the top of the finished structure
- Equipment make and model
- Caterpillar equivalent make and model, if available
- Depth of cover over pipeline
- Soil Characteristics
- Roadway or parking lot material (asphalt, concrete, dirt, gravel, etc).

3.13. Directional Drilling

A Company representative must follow the procedures outlined in this section when a third party, contractor, etc. will perform directional drilling operations parallel to and/or within the minimum specified clearance of the Company's pipeline facilities.

The Company representative can ask a contractor to stop drilling if the operation is deemed unsafe or there is a concern that damage to the pipeline facilities may occur. A contractor is responsible for any damage to the pipeline facilities incurred because of the drilling.

Before starting a job, the contractor will:

- Notify One-Call for a utility locate request
- Contact the Company and advise of the proposed drilling route, expected clearance between the drilling tool and pipeline facilities and construction schedule
- Demonstrate that the boring tool can be accurately positioned
- The Company representative will periodically measure clearance when practical between the boring tool and pipeline facilities and if necessary, require a viewing window to help determine that the tool will miss the pipeline. A third party's facility must maintain the vertical and horizontal clearances described in Table 2 – Horizontal Distance from Company Facilities and Table 3 – Vertical Clearance from Company Facilities.

Upon completion of the directional drill, the Company representative will:

- Conduct a leakage survey along the length of the directional drilled path
- Refer to O&M Procedure 215 – Patrolling and Leak Detection for leakage survey documentation.

Field personnel will complete applicable OM Buried Facility Reports and develop as-built Company drawings and send to Engineering Mapping/CADD in Lakewood. Drawings should indicate the third party's name, location of its utility line and the measured horizontal and vertical separation between the third party's and Company's facilities.

3.14. Land Leveling or Improvement – Company Notified

When advance notice of proposed land leveling or improvement is received, field personnel will notify the Land and Right-of-Way Department. Submit requests to reduce pipeline cover or construction over the pipeline to the Project Manager or designee for review.

- Upon notification, determine to what extent the Company pipeline may be affected.
- Evaluate alternatives for sloping the land or making improvements to avoid relocating company pipeline or removing soil over a buried line. If possible, the landowner should achieve desired results without jeopardizing or disturbing the Company pipeline.

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- Conduct a cover survey, profile and mark the pipeline's location.

If the leveling or improvement cannot be accomplished without relocating or modifying the Company pipeline, gather pertinent facts, including:

- The exact location and description of the proposed leveling or improvement
- A description of the required modification to Company pipeline facilities
- Possible alternatives to avoid disturbing Company pipeline
- The Project Manager or designee will review the information and determine required modifications.

The Project Manager or designee will provide modification details and costs and will advise what agreements are necessary between the Company and landowner. The Land and Right-of-Way Department will then contact the landowners and notify them of the portion of the cost for which they are responsible before beginning the project.

3.15. Blasting and Seismographic Activity

Provide the Project Manager or designee the following information when blasting is anticipated:

- Configuration of explosive charges (point, line or grid)
- Number of charges, spacing between charges, types of charges and weights
- Distance between pipeline and nearest charge for each pipeline
- Angle between pipeline and explosive line or grid (if grid, number of rows and charges per row)
- Pipe description of each pipeline
- Alternatives to blasting that were considered

The Project Manager or designee will prescribe proper blasting procedures and minimum distances to avoid pipeline damage for all blasting within 300-feet of the pipeline. Standoff distances of 100-feet for line or grid configurations containing a total charge weight of greater than 100 pounds are required.

If the Project Manager or designee believes blasting could damage a facility, field personnel must perform leakage surveys per O&M Procedure 215 – Patrolling and Leak Detection, as often as necessary during and after blasting to verify the pipeline's integrity

3.16. Buildings near Pipelines

It is recommended that buildings be a minimum of 25-feet or greater (if required by local ordinances) from any gathering or transmission pipeline or off the pipeline easement, whichever distance is greater. Contact the Land and Right-of-Way Department to determine the Company's rights.

4. Training

Division management will ensure that individuals involved in tasks required in this procedure are trained in operating locating instruments, appropriate documentation and all other provisions of this procedure.

Persons performing locating functions must meet the requirements of the Company Operator Qualification program. This will be confirmed yearly in the I&M Program, Procedure I-0266.00.

Personnel should review this information as necessary before performing the procedure.

In order to ensure that responses made by a Company representative to an excavation notification is handled correctly, and that line locating procedures are properly followed, the local supervisor, manager, or director, shall periodically, but at least once each calendar year, accompany the Company Representatives assigned to line locate duties to assess work demands, quality of line marking, and coordination of excavations along the ROW. The yearly reviews will be documented on O&M Form OM200-34 – Line Locator Review and Report. This will be confirmed yearly in the I&M Program, Procedure I-0266.01.

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5. Documentation**5.1. Company Report Forms**

With the exception of distribution systems, report all foreign crossings, foreign structure retirements and inspection activities on O&M Form OM200-01 – Foreign Structures Report, the Streamline Crossing Encroachment Report, or the state's One-Call form. Report the condition of existing underground pipeline O&M Form OM200-02 – Pipeline Examination Report. Report any pipeline damage or any near-miss from third party activities into the Company incident-tracking database as soon as possible.

Report metallic foreign structure crossings on O&M Form OM200-03 – Underground Structure Crossing Report. Use O&M Form OM200-31 – Line Locate Inspection Report to document on-site communications with contractors or other third parties. Report any pipeline damage or near-miss into the Company incident-tracking database as soon as possible.

Document the annual One-Call pipeline asset review using I&M Procedure I-0265.00 – Maintaining Pipelines in One-Call System.

5.2. Response to Third Party

KM Right-of-Way Department may send a response letter to the third party outlining what impact the encroachment has to our pipeline(s), request additional information, if needed, identify any special requirements and relay our expectations for reimbursement (if adjustment is required).

The Company's O&M Form OM200-29 – Guidelines for Design and Construction near Kinder Morgan Operated Facilities should be included, in their entirety, in the response letter.

All correspondence should be sent to the appropriate Operations and Land and Right-of-Way Department / Land and Right-of-Way representative for review/comment prior to sending to the encroaching entity. Consideration should be given as to whether any response should be recorded as a legal document along with the existing easement.

5.3. Photographs

- Photographs shall be taken in sufficient detail to demonstrate the adequacy of marking within the area of proposed excavation,
- Photographs should be re-taken should any changes be made to the markings.
- Photographs shall be readily associated with the One-Call ticket by the use of white boards/cards (or other approved methods) and file name nomenclature. White boards/cards at a minimum should include:
 - One-Call Ticket Number
 - Location (Lat/Lon or address)
 - Compass Bearing
 - Time and Date of the Photograph
 - Name of Photographer
- Photographs shall be stored in the electronic One-Call system, unless technical difficulties such as bandwidth or download speed creates a problem. The Manager must approve of not storing the photographs in the electronic One-Call system.
- When technical difficulties prevent the storing of the photographs in the electronic One-Call system, the photographs shall be attached to a hard copy of the completed One-Call ticket and maintained in local files where they will be readily identifiable to the location.
- Photographs shall be retained in accordance with applicable state laws for One-Call documentation.

5.4. All Documentation

In the event of litigation, unresolved situations, or as instructed by management, affirmative steps must be taken to preserve all records (whether in electronic or written form) until such time as otherwise directed by a representative of Company's legal department.

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6. References

- 49 CFR 192.614 (c)(3), (4) and (6)(ii), 192.929(b)1, 192.935(d)2; 192.935(b)iii
- Iowa Chapter 479, Section 479A.26
- Common Ground Alliance Best Practices, Section 4
- O&M Procedure 120 – Personal Protective Equipment
- O&M Procedure 159 – Emergency Reporting and Investigation
- O&M Procedure 205 – Pipeline Markers and Cover
- O&M Procedure 206 – Land and Right-Of-Way
- O&M Procedure 214 – Reporting Pipeline Safety-Related Conditions
- O&M Procedure 215 – Patrolling and Leak Detection
- O&M Procedure 232 – Damage Prevention and Public Awareness
- O&M Procedure 237 – Dresser-Coupled Pipelines
- O&M Procedure 903 – External Corrosion Control for Buried or Submerged Pipelines
- O&M Procedure 917 – Stress Corrosion Cracking
- O&M Procedure 1700 – Inspection & Maintenance: I-0265.00 – Maintain Pipelines in One-Call System, I-0266.00 – Operator Qualification Review for Line Locating Personnel, I-0266.01 – Line Locator Personnel Assessment
- O&M Form OM200-01 – Foreign Structures Report
- Streamline Crossing Encroachment Report
- O&M Form OM200-02 – Pipeline Examination Report
- O&M Form OM200-03 – Underground Structure Crossing Report
- O&M Form OM200-29 – Guidelines for Design and Construction near Kinder Morgan Operated Facilities
- O&M Form OM200-31 – Line Locate Inspection Report
- O&M Form OM200-34 – Line Locator Review and Report
- Construction Drawing CST-P-1000-A305 – Typical Undercrossing of Tile Drainlines
- Construction Drawing CST-P-1000-A325 – Crossing Foreign Pipelines
- STARS
- Pipeline Integrity Management Program
- PLStress Pipeline Stress Calculation

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Revised: 2013-06-25**Attachment 1 – One-Call Center and Emergency Phone Numbers****National One Call Number - 811**

<u>State</u>	<u>One-Call Center</u>	<u>Telephone Number</u>
Alabama	<u>Alabama One-Call</u>	800-292-8525
Arizona	<u>Arizona Blue Stake, Inc</u>	800-782-5348
Arkansas	<u>Arkansas One-Call System, Inc.</u>	800-482-8998
California	<u>Dig Alert</u>	800-227-2600
Colorado	<u>Utility Notification Center of Colorado</u>	800-922-1987
Connecticut	<u>Call Before You Dig (CBYD)</u>	800-922-4455
Florida	<u>Sunshine 811</u>	800-432-4770
Georgia	<u>Georgia 811</u>	800-282-7411
Illinois	<u>JULIE, Inc.</u>	800-892-0123
Indiana	<u>Indiana Underground Plant Protection Service</u>	800-382-5544
Iowa	<u>Underground Plant Location Service, Inc.</u>	800-292-8989
Kansas	<u>Kansas One-Call System, Inc.</u>	800-344-7233
Kentucky	<u>Kentucky 811</u>	800-752-6007
Louisiana	<u>DOTTIE – Louisiana One-Call System, Inc.</u>	800-272-3020
Massachusetts	<u>811 Dig Safe</u>	888-344-7233
Mississippi	<u>Mississippi One-Call</u>	800-227-6477
Missouri	<u>Missouri One-Call System, Inc.</u>	800-344-7483
Montana	<u>Montana One-Call</u>	800-551-8344
Nebraska	<u>Utilities Underground Locating Center</u>	800-424-5555
Nevada	<u>Diggers Hotline of Nebraska</u>	800-331-5666
New Hampshire	<u>USA North</u>	800-227-2600
New Jersey	<u>811 Dig Safe</u>	888-344-7233
New Mexico	<u>New Jersey One-Call</u>	800-272-1000
New York (North of 5 Boroughs)	<u>New Mexico One-Call System, Inc.</u>	800-321-2537
New York (5 Boroughs & Long Island)	<u>Dig Safely New York</u>	800-962-7962
Ohio	<u>Dig Safely New York</u>	800-272-4480
Oklahoma	<u>Ohio Utilities Protection Service</u>	800-362-2764
Oregon	<u>Oklahoma One-Call System, Inc.</u>	800-522-6543
Pennsylvania	<u>Oregon Utility Notification Center</u>	800-332-2344
Rhode Island	<u>Pennsylvania 811</u>	800-242-1776
South Carolina	<u>811 Dig Safe</u>	888-344-7233
Tennessee	<u>South Carolina 811</u>	888-721-7877
Texas	<u>Tennessee 811</u>	800-351-1111
Utah	<u>TESS - Texas Excavation Safety System, Inc.</u>	800-344-8377
West Virginia	<u>Lone Star Notification Center</u>	800-669-8344
Wyoming	<u>Blue Stakes of Utah</u>	800-662-4111
National	<u>West Virginia 811</u>	800-245-4848
	<u>One-Call of Wyoming</u>	800-849-2476
	<u>Call 811</u>	811

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Company Emergency Control Center Numbers

Entity	Telephone Number
Camino Real – Natural Gas	800-568-7512
Camino Real – Products	800-265-6000
Cheyenne Plains Gas Pipeline Company (CP)	877-712-2288
Colorado Interstate Gas (CIG)	877-712-2288
El Paso Natural Gas (EPNG)	800-334-8047
KinderHawk Field Services, LLC (KH)	866-775-5784
Kinder Morgan Altamont, LLC	800-568-7512
Kinder Morgan Louisiana Pipeline, LLC (KMLP)	800-733-2490
Kinder Morgan North Texas Pipeline (KMNTP)	800-633-0184
Kinder Morgan Tejas Pipeline, LLC (TEJAS)	800-568-7512
Kinder Morgan Texas Pipeline, LLC (KMTP)	800-633-0184
Kinder Morgan Treating (Treating)	800-633-0184
Midcontinent Express Pipeline, LLC (MEP)	800-733-2490
Mojave Pipeline (MPC)	800-334-8047
Natural Gas Pipeline Company of America, LLC (NGPL)	800-733-2490
Ruby Pipeline (RUBY)	877-712-2288
Southern Natural Gas (SNG)	800-252-5960
Tennessee Gas Pipeline (TGP)	800-231-2800
TransColorado Gas Transmission (TC)	800-944-4817
Wyoming Interstate (WIC)	877-712-2288



Douglas County Government
 Finance Department, Purchasing Division
 100 Third Street, Suite 130
 Castle Rock, Colorado 80104
 Phone: 303-660-7430

Date Requested: 02/14/24 **Requested By:** Amy Fortner
Department Number: 19100 **Telephone Number:** 303.663.7707
Department Name: Facilities, Fleet & Emergency Support Services **Delivery Address:** Justice Center
4000 Justice Way
Castle Rock, CO 80109

Department Authorization
 I certify that the purchase listed below is necessary for the proper operation of Douglas County and to my knowledge funds are available in the current budget.

DS
 DocuSigned by:
Tom Hillman
 ATC718852FFD4DD
 Authorized Department Official

Account Number: 19150.451100

Vendor
Swank Family Properties, LLC
4600 South Syracuse Street, Ste 900
Denver, WA 80237
 Attn: David Swank

Qty.	Unit	Description/Specifications (please include detailed information regarding this purchase, i.e., bid number, quotes attached, etc.)	Unit Price	Amount
1	Each	Annual Ground Lease for Swank Tower on Swank Property (6% Annual Escalation) Lease is from April 1st 2024 - March 31,2025	\$ 101,368.74	\$ 101,368.74
		Per the approval of the Board of County Commissioners at the Business Meeting on March 12,2024		
Special Instructions: See Public Contract for Service for full details.			Total Price	\$ 101,368.74

**** PLEASE ATTACH A COPY OF THE AGENDA ITEM FOR ALL BOCC APPROVED PURCHASES ****

FOR PURCHASING USE ONLY

Purchase Order No.: _____	Accounting Review: _____
Vendor Number: _____	Budget Review: _____
Date Entered: _____	Cty Manager Approval: _____
Entered By: _____	BOCC Approval: _____
	BOCC Approval: _____

March - Annual 6% Escalation

2015	\$	60,000.00
2016	\$	63,600.00
2017	\$	67,416.00
2018	\$	71,460.96
2019	\$	75,748.62
2020	\$	80,293.53
2021	\$	85,111.15
2022	\$	90,217.82
2023	\$	95,630.88
2024	\$	101,368.74
2025	\$	107,450.86
2026	\$	113,897.91
2027	\$	120,731.79
2028	\$	127,975.70
2029	\$	135,654.24
2030	\$	143,793.49

GROUND LEASE AGREEMENT
SWANK PROPERTY COMMUNICATIONS TOWER SITE

This Ground Lease Agreement ("Agreement") is made this 1st day of April 2015, by and between the Swank Family Properties, LLC, of Denver, Colorado, ("Lessor"), and the Board of County Commissioners of the County of Douglas, State of Colorado ("Lessee").

WHEREAS, this Agreement is for the lease of a site for a public safety telecommunications tower site ("Tower Site"), including an easement for access to the Tower Site ("Access Easement"), and including the use of the available electric utility service, provided by the Intermountain Rural Electric Association, located adjacent to the Tower Site ("Electric Service"); and

WHEREAS, Lessor owns a certain parcel of land located within Douglas County, Colorado, as more particularly described in Exhibit A ("Property"), attached hereto and incorporated herein by reference, and that said land has within its boundaries a site located in the northwest quadrant of the Property suitable for the location Tower Site, as described in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the Lessee desires to enter into this Agreement to lease the Tower Site to design, construct, operate, modify and maintain radio transmitting and receiving antennas together with associated electronic equipment and supporting structures in connection with public safety telecommunications system in Douglas County; and

WHEREAS, Lessee desires access to the Site across and over Lessor's Property within an existing access easement or road; and

WHEREAS, Lessor will make those portions of its Property available to the Lessee for the Tower Site, Access Easement, and Electric Service on a fair and equitable basis, for a 180 foot tall telecommunications tower, related facilities and telecommunications uses.

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, Lessor and Lessee agree as follows:

Section 1 - General Information

1.01 Line of Authority: Victoria Starkey is designated as the Authorized Representative of the Lessee ("Authorized Representative") for the purposes of: (1) administering, coordinating and approving work done on behalf of the Lessee for the management of this Agreement and (2) the design, construction, operation and maintenance of the Tower Site, appurtenances. Further, the Authorized Representative is the designee for the County Manager and the County Sheriff, however she is not authorized to enter into any agreements, contracts, letters of intent or

otherwise with respect to the lease of any real estate interest without the prior approval of the County Manager.

1.02 Definitions:

A. **Access Easement:** The easement containing the roadway from 28A Pine View Street, Palmer Lake, Colorado to the Tower Site.

B. **Commencement Date:** The effective date of the Agreement as stated in paragraph 3.01 A. below. The Commencement Date shall not be modified by subsequent changes to the leased Tower Site, Access Easement, Electric Service, and to the height of the telecommunications tower.

C. **FCC:** The Federal Communications Commission.

D. **Radio Interference:** Any emission, radiation or induction that endangers the functioning or degrades, obstructs, or repeatedly interrupts the telecommunication of Douglas County, the Douglas County Sheriff's Office, or any other telecommunications government users located on the site under the direction and control of Douglas County.

E. **Tower Site:** The 4,100 square foot site upon which a public safety telecommunications tower and any and all facilities, equipment, cable, space, land, required to effect wireless (voice, data, and video) radio telecommunications, including micro wave signals, is located.

F. **Utilities:** The existing electric service.

Section 2 - Grant of Rights

2.01 Communications Site: Lessor hereby grants to Lessee an exclusive ground lease for the location, installation, erection and operation of a public safety telecommunications tower, as described in Exhibit B, subject to the terms and conditions set forth herein.

2.02 Quiet Enjoyment: Lessee shall have and peacefully hold and enjoy the quiet possession of the Tower Site, subject to the terms and conditions hereof, provided that Lessee pays the rent herein recited and performs all of Lessee's covenants and agreements herein contained.

2.03 Access Easement: Lessor hereby grants to Lessee a non-exclusive Access Easement to the Site, as described in Exhibit C, attached hereto and incorporated herein by reference.

2.04 Electric Service: Lessor hereby grants to Lessee the access to and use of the electricity service provided to the Site, including a temporary construction easement to install the necessary electric utilities. Lessee shall be responsible for any and all costs associated with obtaining or using electric service.

2.05 Use of Communications Site: The Site shall be for the use and design, maintenance, repair, replacement and installation of communications antennas, tower and approved associated RF equipment as necessary and further shall include any and all appurtenances related thereto, including a small building, generator and propane supply.

Section 3 - Term

3.01 Term of the Agreement:

A. The term of this Agreement shall commence on the 1st day of May, 2015, or upon the date that the site is approved by the Douglas County Planning Commission, whichever is earlier, the "Commencement Date" and shall continue for ten (10) years from the Commencement Date.

B. Subject to Lessor's consent, Lessee shall have the option to renew this Agreement for three (3) successive ten (10) year terms subject to the condition that Lessee give Lessor written request of such renewal ninety (90) days prior to the expiration of the then current term. Lessor shall not unreasonably withhold approvals of such renewals.

3.02 Early Termination: The Lessee has the right to terminate this Agreement without cause upon giving six (6) months prior written notice to the Lessor.

Section 4 - Compensation

4.01 Rent:

A. Beginning on the Commencement Date, Lessee agrees to pay Lessor as initial base rent ("Rent") the amount of Sixty Thousand Dollars (\$60,000) annually. Rent shall be paid on an annual basis. The Rent shall be subject to an annual automatic escalation of six percent (6%), effective and due upon the Commencement Date anniversary.

B. Rent shall be due and payable for each successive year of the Term on the anniversary of the Commencement Date.

C. Lessor agrees that the Rent is reasonable in relation to the telecommunication uses by Lessee and the cost of the improvements made by Lessee for the design, construction and improvements to the Access Road and Site, taking into account the subjective visual and aesthetic impact to Lessor of a 180' tower and the previous costs incurred by Lessor and Swank Family predecessors to build the Access Road, acquire and manage the Property, etc.

4.02 Future Tower Space Subleasing:

A. **Commercial Purposes.** Lessor and Lessee agree that if up to three (3) cell phone providers or any other commercial purpose subtenant, in addition to tower space used by the Lessee, seek to sublease space on the tower on the Site, the Lessor shall receive fifty percent (50%) of any consideration paid, including but not limited to each monthly lease payment made to Lessee, by each cell phone provider or other commercial user. Lessee shall provide copies of leases with cell phone companies or commercial users upon request by Lessor. In the event Lessee desires to sublease space on the tower to more than three (3) cell phone providers or other commercial users, Lessee shall request Lessor's consent for additional subleases. Lessor's consent may be withheld at its sole discretion.

B. **Non-Commercial Purposes.** Lessee may sublease additional tower space to or permit co-location by other public safety users but shall first provide written notice to Lessor identifying the user and the public safety purpose and Lessee shall pay Lessor fifty percent of any consideration paid, including but not limited each monthly lease payment, if any.

4.03 Place and Manner of Payments: All sums payable to Lessor shall be made payable to Lessor, without notice, at the agreed upon intervals at the address stated in paragraph 7.12, Notices, or at such other place as the Lessor may hereafter designate by notice in writing to Lessee. All sums shall be made in legal tender of the United States. Any check given to Lessor shall be received by it subject to collection. Any payment not made when due to Lessor shall accrue interest at eight (8%) per annum commencing on the fifth calendar day after the date such amount is due and owing until paid by Lessee.

4.04 Real Property Taxes and Assessments; Personal Property Taxes: Real property taxes and special assessments, if any, payable with respect to the Site for each year during the term of this Agreement shall be paid by the Lessor. Lessee is a tax exempt organization. Lessor shall have no obligation for any personal property taxes with respect to the tower, buildings or any other personal property placed by Lessee on the site.

4.05 Effect of Lessee's Holding Over: Any holding over after the expiration of the term of this Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Agreement, and shall otherwise be on the terms and conditions specified in this Agreement, so far as applicable.

Section 5 – Installations and Construction

5.01 Construction and Installation of the Site: Lessee shall, at its sole cost and expense, design, acquire, construct, and install upon or within the Tower Site, as identified by the site plan and specifications ("Tower Site Plan") as set forth in Exhibit D, attached hereto and incorporated by reference. The Tower Site shall in all respects be constructed in accordance with all

applicable rules and regulations of Douglas County, including but not limited to insurance requirements, and pursuant to building permit to be obtained by Lessee and according to the customary terms and conditions thereof, provided however, that wherever any such terms and conditions are inconsistent with this Agreement, then this Agreement shall control.

5.02 Installation:

A. Lessee shall not install any Tower Site improvements without the prior written review from, and written approval by, the Lessor or its designee, of the plans and specification for such Site and installation of electrical service. Such review and approval does not extend the technological specification for transmitting power, operating frequencies, filter pass-band and rejection characteristics, antenna model numbers and radiation patterns (both horizontal and vertical plane patterns), antenna height and location (collectively "Operation Specifications"); provided, however, that notice of such Operation Specifications and any alterations thereto will be provided to Lessor prior to implementation. It is understood by Lessee that Lessor has two existing towers located adjacent to the Tower Site and that the design, installation and erection of Lessee's Tower and facilities shall be coordinated to accommodate and protect the existing tower structures. Such review and approval, which cannot unreasonably be withheld, must be given no later than thirty (30) working days from the date such plans and specifications are submitted to Lessor.

B. Prior to the commencement of installation and construction of the Site, Lessee or its contractor shall obtain and pay for all required permits. Design and installation shall be done in a good and workmanlike manner, and shall be free of faults and defects. The Tower Site shall conform at a minimum with applicable statutes, ordinances, building codes, regulations, as amended.

5.03 Restoration of Damage to Site and Easements: All construction, maintenance and repair activities performed by Lessee shall be maintained within the Site, electric services access, and Access Easement, and upon completion of said activities, Lessee shall restore any disturbed ground to its original condition and use prior to Lessee's activities, which shall include contouring and stabilizing the surface of the ground and reseeded and mulching all disturbed areas with Douglas County's approved seed mix. Lessee shall also repair or replace any damaged improvements, including, but not limited to, fences, sprinkler systems and paved surfaces, and all damaged vegetation and trees shall be replaced.

5.04 Site Access: Lessee has the right of access, ingress to and egress from the Site, 7 days a week, 24 hours a day, for its employees, agents, suppliers of materials and furnishers of service, and its equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the Site. Lessee shall be responsible for providing snow removal, if necessary. The perimeter of the Site shall be surrounded by an eight (8) foot high

chain link fence with a ten (10) foot gate and Lessee may undertake any other appropriate means to secure the Site at Lessee's expense.

Section 6 – Use and Operation

6.01 Compliance with Governmental Regulations: Both Lessor and Lessee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by Federal, State, local and other governmental bodies and affecting Lessee and its operations and activities on the Site.

6.02 Care of Area; Repair and Maintenance:

A. Lessee agrees that it will keep the Site and Access Road, and installed equipment in a neat, clean, safe and sanitary and orderly condition at all times, and further agrees that it will keep such area free of all paper, rubbish, spills and debris. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted within any area of the Site. Tools, test equipment, and work materials shall only be stored in such a manner as to not be unsightly. Further, Lessee agrees to perform noxious weed treatment and management adjacent to either side of the Access Road, at no cost to Lessor, during the term of this so long as this Agreement is in effect.

B. Lessee shall, at Lessee's expense, undertake and complete all routine maintenance, repair and replacement of the Site, Access Easement, Utility service related to the Site and any structures thereon and shall keep same in present condition, order and repair, or better, and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction.

6.03 Utilities: Lessee will provide access to utility companies for the installation of electrical service and maintenance, and repairs by Lessee shall be performed by or contracted for in Lessee's own name, shall be done promptly, in a good and workmanlike fashion, and without diminishing the present value of the Site. Lessee shall be responsible for the costs of installation of the electrical service to the Site. Lessee shall be responsible for utility usage costs for the Site.

6.04 Disposition of Improvements on Termination of Agreement: Upon termination of this Agreement for any cause, unless otherwise mutually agreed on between Lessor and Lessee, Lessee shall at its sole expense remove the tower and all buildings or improvements from the Site, and shall restore the property to the maximum extent reasonably possible to its condition immediately prior to the Commencement Date of this Lease.

6.05 Condition of Site at End of Term: Lessee agrees to deliver up and surrender to the Lessor possession of the Site at the expiration or termination of this Agreement in as good repair as the Lessee obtained the same at the commencement of said term, excepting only ordinary wear and tear.

Section 7 – Miscellaneous

- 7.01 Indemnification:** Lessee cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Lessor or any other person or entity whatsoever for any purpose whatsoever.
- 7.02 No Waiver of Governmental Immunity Act:** The parties hereto understand and agree that the Lessee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended, or otherwise available to the Lessee.
- 7.03 Assignment:** The parties agree that they will not assign or transfer any rights hereunder, either in whole or in part without the prior written approval of the other. Any attempt to assign or transfer any rights hereunder shall, at the option of the other party, void the assignment or automatically terminate this Agreement and all rights hereunder.
- 7.06 Governing Law; Venue:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. Lessor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
- 7.07 Severability:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected.
- 7.08 No Third Party Beneficiaries:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Lessee and Lessor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.
- 7.09 Headings; Recitals:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.
- 7.10 Entire Agreement:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative,

shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

7.11 Insurance:

A. Lessee agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

B. The required Commercial General Liability policy will name Lessor as a Certificate Holder and as an additional insured. A copy of the Certificates of Insurance shall be furnished to Lessor. Lessee and the insurer will endeavor to give Lessor thirty (30) days written notice before said policy is canceled.

C. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

7.12 Notices: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the Lessor: Swank Family Properties LLC
Address: 4600 S. Syracuse Street, #900
Denver, CO 80237
Phone: 303-773-2000
E-mail: david@swanklawfirm.com

To the Lessee: Vicky Starkey, Director
Facilities, Fleet and Emergency Support Services
3026 N. Industrial Way
Castle Rock, CO 80109
Attn: Victoria Starkey

Phone: 303-660-7351
Email: vstarkey@douglas.co.us

Douglas County Sheriff's Office
Support Services Division
4000 Justice Way
Castle Rock, CO 80109
Attn: Captain
Phone: 303-814-7031

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Phone: (303) 660-74141
Email: attorney@douglas.co.us

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier, facsimile and electronic mailed items shall be deemed effective upon sending. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

7.13 Time of the Essence: Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.

7.14 Waiver:

A. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement.

B. The subsequent acceptance of Rent under this Agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of Rent.

7.15 Default: In the event of any breach of this Agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Site. Should Lessor elect to re-enter, as provided in this Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Agreement at its sole discretion.

7.16 Force Majeure: No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

7.17 Annual Appropriation: Any financial obligations of Lessee imposed by this Agreement shall be subject to annual appropriation of funds, pursuant to C.R.S. §29-1-110. In no event shall the Lessee be liable for payment under this Agreement for any amount in excess thereof. The Lessee is not under obligation to make any future apportionment or allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

7.18 Execution of Agreement: This Agreement is expressly subject to Lessor receiving approval from Douglas Land Conservancy that satisfactory arrangements or mitigations have been made to make the tower permissible pursuant to the Deed of Conservation Easement recorded on December 28, 2000 at Reception No. 00093735, as amended, in the Douglas County Clerk and Recorder's Office granted by Lessor, which Lessee acknowledges its awareness of. This Agreement is also expressly subject to the Lessee receiving approval by the Planning Commission pursuant to Lessee's submission of its application for a Location and Extent for the erection, operation and management of a 180 foot tall public safety radio communications tower within the Tower Site, or upon denial of such approval then subsequent approval by the Board of County Commissioners. In the event that any such approvals are not granted, Lessee shall have the right to terminate this Agreement. Any payments made to Lessor prior to such termination may be retained by Lessor. Neither party to this Agreement shall have any further obligations under this Agreement.

7.19 Counterparts: This Agreement may be signed in counterparts which, taken together shall constitute one document, to be effective upon the date first set forth above.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement as of the above date.

SWANK FAMILY PROPERTIES, LLC

BY: [Signature]

David M. Swank, Manager of Swank Family Properties LLC, Lessor

BY: [Signature]

Kenneth M. Swank, Manager of Swank Family Properties LLC, Lessor

DATE: 3-20-15

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Douglas)

ss.

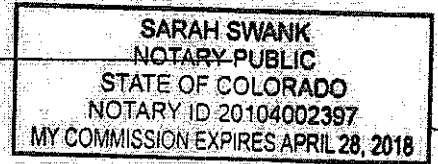
The foregoing instrument was acknowledged before me this 20th day of March, 2015, by David M. Swank and Kenneth M. Swank.

Witness my hand and official seal

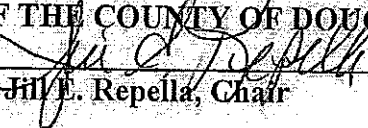
[Signature]

Notary Public

My commission expires: 4/20/2018



**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

BY: 
Jill E. Repella, Chair

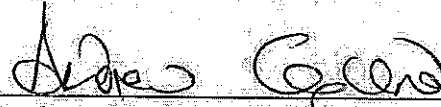
DATE: _____

APPROVED AS TO CONTENT:

BY: 
Douglas J. DeBord, County Manager

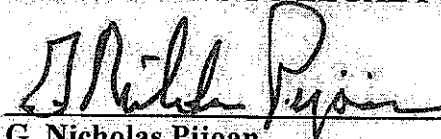
DATE: 3/27/15

APPROVED AS TO FISCAL CONTENT:


Andrew Copland
Director of Finance

DATE: 3/24/15

APPROVED AS TO LEGAL FORM:


G. Nicholas Pijoan
Senior Assistant County Attorney

DATE: 3-23-15

EXHIBIT A

Legal Description of Property

A parcel of land located in the Southeast $\frac{1}{4}$ of Section 31, and the Southwest $\frac{1}{4}$ of Section 32, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

EXHIBIT B

Site Legal Description

Sixth Principal Meridian, in the County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the northwest corner of said northeast quarter of the southeast quarter of Section 31, whence the north line of said northeast quarter of the southeast quarter of Section 31 bears north 89°18'52" east. With all bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet to the point of beginning;

Thence south 14°06'15" east, 100.00 feet;

Thence south 75°53'45" west, 60.00 feet;

Thence north 14°06'15" west, 100.00 feet;

Thence north 75°53'45" east, 60.00 feet to the point of beginning.

Contains 0.138 acres or 6,000 square feet, more or less.

EXHIBIT C**Access Easement Legal Description**

Use of the existing road, described as follows:

A strip of land 15.00 feet wide over that certain portion of the southeast quarter of Section 31 and the southwest quarter of Section 32, Township 10 South, Range 67 West, Sixth Principal Meridian, in the County of Douglas, state of Colorado, the centerline of said strip being more particularly described as follows:

Commencing at the northwest corner of the northeast quarter of the southeast quarter of said section 31, whence the north line of said northeast quarter of the southeast quarter of section 31 bears north 89°18'52" east, with bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet;

Thence south 14°06'15" east, 100.00 feet;

Thence north 75°53'45" east, 7.50 feet to the point of beginning;

Thence north 14°06'15" west, a distance of 132.46 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence northwesterly along said curve through a central angle of 72°51'12", an arc length of 63.58 feet;

Thence tangent to said curve, north 86°57'28" west, a distance of 60.52 feet;

Thence north 81°12'13" west, a distance of 38.62 feet to the beginning of a tangent curve concave southerly having a radius of 125.00 feet;

Thence westerly along said curve through a central angle of 45°03'09", an arc length of 98.29 feet;

Thence tangent to said curve, south 53°44'38" west, a distance of 31.62 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet;

Thence westerly along said curve through a central angle of 55°23'50", an arc length of 96.69 feet;

Thence tangent to said curve, north 70°51'32" west, a distance of 81.69 feet to the beginning of a tangent curve concave southerly having a radius of 135.00 feet;

Thence westerly along said curve through a central angle of $17^{\circ}54'46''$, an arc length of 42.21 feet;

Thence tangent to said curve, north $88^{\circ}46'18''$ west, a distance of 34.44 feet to the beginning of a tangent curve concave northerly having a radius of 133.00 feet;

Thence westerly along said curve through a central angle of $12^{\circ}41'07''$, an arc length of 29.45 feet to the beginning of a reverse curve concave southerly having a radius of 72.30 feet;

Thence westerly along said curve through a central angle of $39^{\circ}50'18''$, an arc length of 50.27 feet to the beginning of a compound curve concave easterly having a radius of 22.50 feet;

Thence southerly along said curve through a central angle of $127^{\circ}20'13''$, an arc length of 50.01 feet;

Thence tangent to said curve, south $63^{\circ}15'42''$ east, a distance of 64.82 feet to the beginning of a tangent curve concave southwesterly having a radius of 270.00 feet;

Thence southeasterly along said curve through a central angle of $16^{\circ}23'27''$, an arc length of 77.24 feet;

Thence tangent to said curve, south $46^{\circ}52'15''$ east, a distance of 14.42 feet to the beginning of a tangent curve concave northeasterly having a radius of 220.00 feet;

Thence southeasterly along said curve through a central angle of $18^{\circ}21'48''$, an arc length of 70.51 feet;

Thence tangent to said curve, south $65^{\circ}14'03''$ east, a distance of 108.71 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence southeasterly along said curve through a central angle of $84^{\circ}54'09''$, an arc length of 74.09 feet;

Thence tangent to said curve, south $19^{\circ}40'07''$ west, a distance of 55.07 feet to the beginning of a tangent curve concave easterly having a radius of 210.00 feet;

Thence southerly along said curve through a central angle of $43^{\circ}00'01''$, an arc length of 157.60 feet to the beginning of a compound curve concave northeasterly having a radius of 117.00 feet;

Thence southeasterly along said curve through a central angle of $53^{\circ}52'43''$, an arc length of 110.02 feet to the beginning of a compound curve concave northerly having a radius of 240.00 feet;

Thence easterly along said curve through a central angle of $16^{\circ}00'48''$, an arc length of 67.08 feet;

Thence tangent to said curve, north $86^{\circ}46'34''$ east, a distance of 37.30 feet to the beginning of a tangent curve concave southwesterly having a radius of 60.00 feet;

Thence southeasterly along said curve through a central angle of $89^{\circ}00'37''$, an arc length of 93.21 feet to the beginning of a compound curve concave westerly having a radius of 230.00 feet;

Thence southerly along said curve through a central angle of $20^{\circ}29'10''$, an arc length of 82.24 feet;

Thence tangent to said curve, south $16^{\circ}16'22''$ west, a distance of 56.14 feet to the beginning of a tangent curve concave easterly having a radius of 400.00 feet;

Thence southerly along said curve through a central angle of $31^{\circ}59'01''$, an arc length of 223.29 feet to the beginning of a reverse curve concave westerly having a radius of 340.00 feet;

Thence southerly along said curve through a central angle of $14^{\circ}28'55''$, an arc length of 85.94 feet to the beginning of a reverse curve concave easterly having a radius of 190.00 feet;

Thence southerly along said curve through a central angle of $30^{\circ}30'47''$, an arc length of 101.18 feet;

Thence tangent to said curve, south $30^{\circ}52'21''$ east, a distance of 60.67 feet;

Thence south $37^{\circ}10'47''$ east, a distance of 126.63 feet;

Thence south $33^{\circ}07'11''$ east, a distance of 49.21 feet to the beginning of a tangent curve concave northeasterly having a radius of 110.00 feet;

Thence southeasterly along said curve through a central angle of $30^{\circ}01'49''$, an arc length of 57.65 feet to the beginning of a reverse curve concave southwesterly having a radius of 430.00 feet;

Thence southeasterly along said curve through a central angle of $24^{\circ}30'32''$, an arc length of 183.94 feet to the beginning of a reverse curve concave northerly having a radius of 56.00 feet;

Thence easterly along said curve through a central angle of $103^{\circ}58'32''$, an arc length of 101.62 feet to the beginning of a compound curve concave westerly having a radius of 100.00 feet;

Thence northerly along said curve through a central angle of $37^{\circ}52'10''$, an arc length of 66.09 feet;

Thence tangent to said curve, north $00^{\circ}29'09''$ west, a distance of 57.93 feet to the beginning of a tangent curve concave easterly having a radius of 240.00 feet;

Thence northerly along said curve through a central angle of 20'02'44", an arc length of 83.97 feet to the beginning of a reverse curve concave westerly having a radius of 455.00 feet;

Thence northerly along said curve through a central angle of 27'12'58", an arc length of 216.13 feet to the beginning of a reverse curve concave southeasterly having a radius of 105.00 feet;

Thence northeasterly along said curve through a central angle of 79'44'26", an arc length of 146.13 feet to the beginning of a compound curve concave southerly having a radius of 52.50 feet;

Thence easterly along said curve through a central angle of 49'10'53", an arc length of 45.06 feet;

Thence tangent to said curve, south 58'44'05" east, a distance of 93.37 feet to the beginning of a tangent curve concave northerly having a radius of 135.00 feet;

Thence easterly along said curve through a central angle of 48'21'18", an arc length of 113.93 feet;

Thence tangent to said curve, north 72'54'37" east, a distance of 49.07 feet to the beginning of a tangent curve concave southwesterly having a radius of 70.00 feet;

Thence southeasterly along said curve through a central angle of 106'31'39", an arc length of 130.15 feet;

Thence tangent to said curve, south 00'33'44" east, a distance of 67.70 feet to the beginning of a tangent curve concave easterly having a radius of 350.00 feet;

Thence southerly along said curve through a central angle of 22'31'49", an arc length of 137.63 feet;

Thence south 23'05'33" east, a distance of 70.35 feet;

Thence south 23'12'09" east, a distance of 80.33 feet;

Thence south 37'13'11" east, a distance of 53.91 feet;

Thence south 45'57'44" east, a distance of 44.17 feet to the beginning of a tangent curve concave southwesterly having a radius of 95.00 feet;

Thence southeasterly along said curve through a central angle of 22'34'27", an arc length of 37.43 feet;

Thence tangent to said curve, south 23'23'17" east, a distance of 162.32 feet;

Thence south 30'23'39" east, a distance of 68.09 feet;

Thence south 33'10'16" east, a distance of 73.19 feet;

- Thence south 25°16'40" east, a distance of 99.69 feet;
- Thence south 36°01'14" east, a distance of 51.17 feet to the beginning of a tangent curve concave northerly having a radius of 50.00 feet;
- Thence easterly along said curve through a central angle of 85°46'29", an arc length of 74.85 feet;
- Thence tangent to said curve, north 58°12'17" east, a distance of 130.25 feet to the beginning of a tangent curve concave southerly having a radius of 350.00 feet;
- Thence easterly along said curve through a central angle of 23°36'46", an arc length of 144.24 feet to the beginning of a compound curve concave southerly having a radius of 120.00 feet;
- Thence easterly along said curve through a central angle of 13°04'24", an arc length of 27.38 feet to the beginning of a compound curve concave southwesterly having a radius of 50.00 feet;
- Thence southeasterly along said curve through a central angle of 77°37'23", an arc length of 67.74 feet to the beginning of a reverse curve concave northeasterly having a radius of 55.00 feet;
- Thence southeasterly along said curve through a central angle of 85°37'23", an arc length of 82.19 feet to the beginning of a compound curve concave northerly having a radius of 170.00 feet;
- Thence easterly along said curve through a central angle of 17°45'45", an arc length of 52.70 feet;
- Thence tangent to said curve, north 69°07'41" east, a distance of 124.93 feet;
- Thence north 73°38'12" east, a distance of 63.52 feet;
- Thence north 77°06'51" east, a distance of 81.44 feet;
- Thence north 68°26'04" east, a distance of 36.65 feet;
- Thence north 64°40'57" east, a distance of 55.13 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;
- Thence easterly along said curve through a central angle of 39°52'19", an arc length of 59.15 feet;
- Thence tangent to said curve, south 75°26'44" east, a distance of 32.48 feet to the beginning of a tangent curve concave northerly having a radius of 47.00 feet;
- Thence easterly along said curve through a central angle of 65°49'57", an arc length of 54.00 feet;
- Thence tangent to said curve, north 38°43'19" east, a distance of 48.38 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;

Thence easterly along said curve through a central angle of $68^{\circ}35'20''$, an arc length of 101.75 feet;

Thence tangent to said curve, south $72^{\circ}41'21''$ east, a distance of 59.61 feet to the beginning of a tangent curve concave northerly having a radius of 110.00 feet;

Thence easterly along said curve through a central angle of $70^{\circ}19'35''$, an arc length of 135.02 feet;

Thence tangent to said curve, north $36^{\circ}59'05''$ east, a distance of 21.51 feet to the beginning of a tangent curve concave southerly having a radius of 39.00 feet;

Thence easterly along said curve through a central angle of $103^{\circ}56'42''$, an arc length of 70.75 feet;

Thence tangent to said curve, south $39^{\circ}04'13''$ east, a distance of 28.35 feet to the beginning of a tangent curve concave westerly having a radius of 91.00 feet;

Thence southerly along said curve through a central angle of $53^{\circ}26'31''$, an arc length of 84.88 feet;

Thence tangent to said curve, south $14^{\circ}22'18''$ west, a distance of 48.52 feet to the beginning of a tangent curve concave northeasterly having a radius of 70.00 feet;

Thence southeasterly along said curve through a central angle of $120^{\circ}22'36''$, an arc length of 147.07 feet to the beginning of a compound curve concave northwesterly having a radius of 131.00 feet;

Thence northeasterly along said curve through a central angle of $63^{\circ}25'42''$, an arc length of 145.02 feet;

Thence tangent to said curve, north $09^{\circ}53'11''$ east, a distance of 52.79 feet to the beginning of a tangent curve concave southeasterly having a radius of 90.00 feet;

Thence northeasterly along said curve through a central angle of $37^{\circ}00'41''$, an arc length of 58.14 feet to the beginning of a compound curve concave southerly having a radius of 70.00 feet;

Thence easterly along said curve through a central angle of $81^{\circ}13'21''$, an arc length of 99.23 feet;

Thence tangent to said curve, south $51^{\circ}52'46''$ east, a distance of 67.02 feet;

Thence south $43^{\circ}32'48''$ east, a distance of 66.92 feet to the beginning of a tangent curve concave northerly having a radius of 45.00 feet;

Thence easterly along said curve through a central angle of $74^{\circ}06'36''$, an arc length of 58.21 feet;

Thence tangent to said curve, north 62°20'36" east, a distance of 45.95 feet to the beginning of a tangent curve concave southerly having a radius of 40.00 feet;

Thence easterly along said curve through a central angle of 80°50'44", an arc length of 56.44 feet to the beginning of a compound curve concave westerly having a radius of 25.00 feet;

Thence southerly along said curve through a central angle of 32°49'16", an arc length of 14.32 feet to the beginning of a compound curve concave northwesterly having a radius of 51.00 feet;

Thence southwestery along said curve through a central angle of 60°17'55", an arc length of 53.67 feet to the beginning of a compound curve concave northerly having a radius of 146.00 feet;

Thence westerly along said curve through a central angle of 32°53'46", an arc length of 83.83 feet;

Thence tangent to said curve, south 89°12'18" west, a distance of 48.81 feet to the beginning of a tangent curve concave easterly having a radius of 29.50 feet;

Thence southerly along said curve through a central angle of 167°03'46", an arc length of 86.02 feet;

Thence tangent to said curve, south 77°51'28" east, a distance of 78.69 feet;

Thence south 75°06'23" east, a distance of 140.93 feet;

Thence south 81°06'47" east, a distance of 62.49 feet to the beginning of a tangent curve concave southwestery having a radius of 43.00 feet;

Thence southeasterly along said curve through a central angle of 45°31'47", an arc length of 34.17 feet to the beginning of a compound curve concave southwestery having a radius of 82.00 feet;

Thence southeasterly along said curve through a central angle of 19°19'49", an arc length of 27.66 feet to the northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716, in the Office of the Clerk and Recorder of said County and the point of terminus of said strip.

The sidelines of said strip of land are to be prolonged or shortened so as to terminate southerly at said northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716.

Containing an area of 2.730 acres or 118,936 square feet, more or less.

Grantor also licenses to Grantee the use of the access road as described in an Access Easement dated April 24, 1994, recorded at Book 6436, Page 1449, and in an Access Easement dated

January 25, 1982, recorded in Book 3540, Page 716, both in the records of El Paso County, Colorado.

Grantee shall not block and shall permit access on and across the existing road as it crosses Grantee's site. This easement shall extend for the term of the Ground Lease and continue for so long as said Ground Lease is in force and has not expired. Said easement shall revert to Grantor upon abandonment by the Grantee.

EXHIBIT D

Site Plan

MOTOROLA SOLUTIONS

DOUGLAS COUNTY, COLORADO P25 RADIO UPGRADE PROJECT "SWANK"

PROJECT SUMMARY

TO BE DETERMINED (T.B.D.)
 JURISDICTION: DOUGLAS COUNTY, COLORADO
 300 3RD STREET
 COVILLE, CO, COLORADO 80104
 REQUIREMENT GROUP: TELECOMMUNICATIONS FACILITY
 PROJECT NUMBER: T.B.D.

PROJECT DESCRIPTION

A PORTION OF FELLOWSHIP SUBDIVISION, LOT 1
 INSTALLATION OF A 50' x 90' CHAIN LINK FENCE
 COMPOUND ENCOMPASSING A NEW 1800-WATT
 SELF-SUPPORT (WITH ASSOCIATED MICROVAIVE, RF
 RADIO ANTENNAS, FEEDER LINES, AND HARDWARE).
 THE SITE IS TO BE SURVEYED AND THE
 PREPARABLE, BUILT, PROOF OF CONCEPT WILL BE
 INSTALLED WHEN THE COMPOUND TO HOUSE THE
 EQUIPMENT IS COMPLETE. AN EXTERIOR 500W
 COMPOUND TO ACCOMMODATE BACK-UP POWER
 NEEDS. AN INTERIOR 1000 GALLON PROPANE
 TANK. THE PROJECT WILL BE SUPPORTED BY
 AFORESAID ITEMS ARE CRUCIAL TO SUPPORT
 SYSTEM TO USE P25 COMMUNICES EXISTING RADIO
 FIRE, AND GENERAL GOVERNMENT WITHIN DOUGLAS
 COUNTY, COLORADO.

GEODEIC COORDINATES

ARIDULE: 39° - 08' - 9.10" North (ND 83)
 ELEVATION: 2000' ANSL - 43.70' West (MD 83)

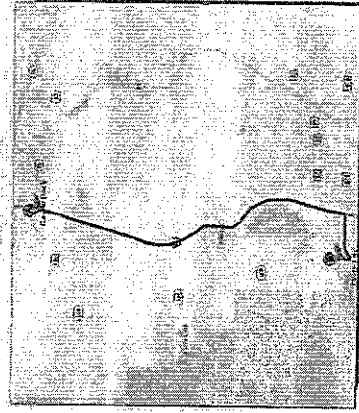
STAKEHOLDER SIGNATURES

DOUGLAS COUNTY | PROJECT MANAGER
 DOUGLAS COUNTY | LAND ADMINISTRATION
 MOTOROLA SOLUTIONS, INC. | PROJECT MANAGER
 MOTOROLA SOLUTIONS, INC. | RF ENGINEER
 IN CONSTRUCTION, INC. | PROJECT MANAGER
 IN CONSTRUCTION, INC. | CONSTRUCTION MANAGER
 PROPERTY OWNER

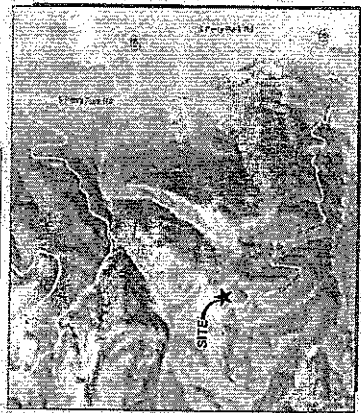
CONSULTING TEAM

PROGRAM MANAGER:
 IN CONSTRUCTION, INC.
 1838 SEVENTEENH STREET
 DENVER, COLORADO 80202
 CONSULTING ENGINEERING SERVICES:
 IN CONSTRUCTION, INC.
 2517 W. ARDOWELL ROAD
 PHOENIX, AZ 85009
 (480) 947-2699
 WWW.INCONSTRUCTION.COM

LOCATION MAP



VICINITY MAP



SHEET INDEX

DESCRIPTION
 TITLE SHEET, MAPS & GENERAL INFORMATION
 LEASE DABBY PROPOSED ELEVATIONS

LEASE EXHIBIT DRAWINGS

THESE DRAWINGS HAVE BEEN PRODUCED FOR LEASE EXHIBIT PURPOSES
 AND ARE NOT TO BE USED FOR ANY OTHER PURPOSES. THE USER
 CONSTRUCTION TO ENSURE THAT ALL OF THE NECESSARY RECORDS
 REGARDING THE ENVIRONMENTAL, GEOTECHNICAL, AND PLANNING &
 ENGINEERING ASPECTS WITH THE AUTHORITY HAVING JURISDICTION
 (MAY) THESE DRAWINGS IS NOT INTENDED FOR CONSTRUCTION
 PURPOSES AT THIS TIME.

DOUGLAS COUNTY ENGINEERING OFFICE
 2000 JUSTICE WAY
 DANTE BLOCK CO 80409
 WESTMINSTER, CO 80057

WESTMINSTER, COLORADO, INC.
 1001 JUSTICE WAY, SUITE 100
 WESTMINSTER, CO 80057
 WWW.MOTOROLA.COM

NB CONSTRUCTION, INC.
 1838 SEVENTEENH STREET
 DENVER, CO 80202
 WWW.NBTELECOM.COM

REV.	DESCRIPTION

SWANK
 ADDRESS TO BE DETERMINED
 PALMER LANE, CO 80753
 30-06-0037 NORTH
 30-06-0037 WEST
 48738 ANSL

TITLE SHEET, MAPS, &
 GENERAL
 INFORMATION

SWANK
 10002014
 10/16/04

LE1

SWANK

**SITE ACCESS AND PERMANENT ENCROACHMENT PERMIT FOR ELECTRICAL
CONDUIT AND METER**

THIS PERMIT entered into this ___ day of July, 2015 by and between Colorado Interstate Gas Company, L.L.C., a Delaware limited liability company, whose address is 2 N. Nevada Ave., Colorado Springs, Colorado 80903 ("Facility Owner"), the Douglas County Department of Facilities, Fleet & Emergency Support Service, whose address is 3026 N. Industrial Way, Castle Rock, Colorado 80104 ("County").

WHEREAS, County needs access onto the exclusive surface easement granted to Facility Owner under an easement dated March 28, 1996, recorded on June 12, 1996 at Reception No. 9631999 ("Easement") in the Douglas County Clerk and Recorder's Office, which Easement is for the purpose of constructing, operating, and maintaining a 100' x 100' telecommunication site ("Property");

WHEREAS, County plans to install a meter on an existing Intermountain Rural Electric Association's power pole and within Facility Owner's fenced area on the Property and lay an underground electrical conduit from said power pole to County's adjacent or nearby telecommunication site (the "Electrical Improvements");

WHEREAS, the County needs to enter upon certain portions of the Property, as described and shown in Exhibit A, attached hereto and incorporated herein (the "Permit Area"), to construct the electrical improvements and accommodate the movement of equipment and personnel; and

WHEREAS, County and Swank Family Properties, LLC ("Swank") executed the Ground Lease Agreement for the Swank Property Communications Tower site, dated April 1, 2015 and the Exclusive Utility Easement and Maintenance Declaration dated June 16, 2015, recorded on ~~July 7, 2015~~ at Reception No. ~~2015040726~~ in the Douglas County Clerk and Recorder's Office; both of which grant the County the right to access said parcel and for the installation of the electric line and meter, Swank has also executed this Permit as shown below;

NOW THEREFORE, County and Facility Owner agree as follows:

1. **Permit.** Subject to the terms and conditions herein, Facility Owner will permit the construction of the Electrical Improvements and access to the Property. County agrees that this Permit for access and construction of the Electric Improvements is at County's risk. It is understood that shall have access to the Property on behalf of the County and as County's agent to perform the construction and maintenance of the electrical conduit and installation of the meter on the IREA pole.

2. **Facility Owner's Rights.** Facility Owner shall have the exclusive right to monitor and establish reasonable procedures for County's access to the Property and installation and maintenance of the Electric Improvements. To protect any existing facilities located on the Property the Facility Owner may revoke or modify this Permit with reasonable written notice to the County. The County agrees to adhere to Facility Owner's encroachment procedures as stated

in its O&M Procedure 204 and OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which are attached hereto as Exhibit B and made a part hereof.

3. Design. County and shall maintain a minimum depth of two (2) feet for the conduit with adjustments made for rocky terrain on the Property. Any changes to the design and/or construction must be pre-approved in advance by Facility Owner, which approval shall not be unreasonably withheld.

4. Compliance with Laws. County shall, while on the Property and performing work thereon under this Permit, observe and comply with all Federal, State and local laws which in any manner limit, control or apply to the work performed by the County. County will be solely responsible for any and all claims, costs, and liabilities arising out of or in connection with County's access and work on the Property, subject to the Governmental Immunity Act as stated in Section 6 below.

5. Electrical Improvements Construction: County will dig a trench to install an underground conduit in conformance with the County's and IREA's standards. County shall notify Facility Owner one week prior to commencement of trenching at the following contact numbers: ³⁰³⁻²⁶³⁻¹¹⁵⁰ ~~303-248-0150~~ so Facility Owner may schedule a representative to be on site. County shall hand dig one foot either side of an existing horizontal ChemRod grounding electrode extending perpendicular to Facility Owner's East fence line. The County shall notify the State One Call (811) at least two (2) business days prior to any excavation activities commencing on the Property.

6. Governmental Immunity Act: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Permit, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

7. Responsibilities. Each of County and Facility Owner shall be responsible for any damage or injuries arising from its negligent acts or omissions. County shall reimburse Facility Owner for any damages arising from negligent acts or omissions in connection with the installation, use, maintenance and removal of the electric line and meter. County shall carry and maintain the following insurance from insurers with an A.M. Best rating of not less than A-VIII:

- a. Workers Compensation insurance in accordance with the laws of the states where the Work is to be performed;
- b. Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
- c. Commercial General Liability Insurance insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. All policies shall include coverage for blanket contractual liability assumed hereunder.
- d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.

All insurance policies required hereunder (except insurance required under sections a. and b. shall include Facility Owner as an additional insured with respect to liability arising out of the Work performed by County. All insurance policies of County shall include waivers of subrogation in favor of Facility Owner. The insurance coverages required hereunder shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Facility Owner. County shall provide Facility Owner with evidence of insurance, applicable permits, licenses and any other requested information or documentation incident to the access hereby granted, which shall be satisfactory to Facility Owner prior to granting access. Failure to provide such information or documentation shall be grounds for Facility Owner terminating this Agreement. An ACORD certificate with boxes checked as approved by Facility Owner shall satisfy the requirement of evidence of insurance.

8. Term. This Permit shall commence upon execution and terminate upon non-use or abandonment of the electrical conduit on the Property. Upon non-use or abandonment, County shall provide written notification to Facility Owner. Facility Owner may also terminate this Permit in the event that it is not reimbursed for damages and costs incurred by Facility Owner arising in connection with the installation, use, maintenance and removal of the electric line and meter or the event that the Landowner's Consent expires or terminates. Upon non-use, abandonment or termination of this Permit, County shall remove the electric line and restore the surface to the condition it was in immediately prior to installation.

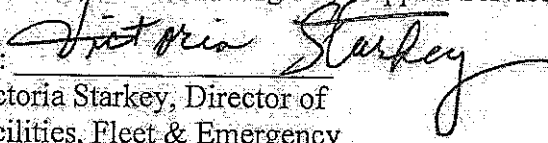
9. Assignment. The permission granted herein shall not be assignable, in whole or in part, without Facility Owner's express written consent.

Signatures are on the next page.


IN WITNESS WHEREOF, the parties have executed this Permit in the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, STATE OF COLORADO**

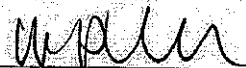
By: Douglas County Department of
Facilities, Fleet & Emergency Support Services

By: 
Victoria Starkey, Director of
Facilities, Fleet & Emergency
Support Services

APPROVED AS TO FISCAL CONTENT


Andrew Copland,
Director of Finance

APPROVED AS TO LEGAL FORM


Meredith P. Van Horn,
Assistant County Attorney

FACILITY OWNER

Colorado Interstate Gas Company, L.L.C.

By: 
Name: Bill Bynum, Jr.
Title: Director - Field Telecom

Above consented to by Swank Family Properties LLC

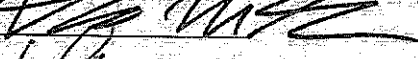

By: 
By: 

EXHIBIT A

LEGAL DESCRIPTION

A STRIP OF LAND 10.00 FEET WIDE OVER THAT CERTAIN PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 31, WHENCE THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31 BEARS NORTH 89°18'52" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTH LINE;

THENCE SOUTH 47°54'19" EAST, 460.71 FEET TO THE NORTHERLY CORNER OF A PROPOSED 60 FOOT X 100 FOOT TOWER LEASE PARCEL;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PROPOSED 60 FOOT BY 100 FOOT TOWER LEASE PARCEL AND THE SOUTHEASTERLY PROJECTION THEREOF SOUTH 14°06'15" EAST, 105.56 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN EASEMENT RECORDED JUNE 12, 1996 AT RECEPTION NO. 9631999 IN THE OFFICE OF SAID CLERK AND RECORDER;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 76°24'58" EAST, A DISTANCE OF 5.65 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 14°06'15" EAST, A DISTANCE OF 34.58 FEET;

THENCE SOUTH 25°16'53" EAST, A DISTANCE OF 43.38 FEET;

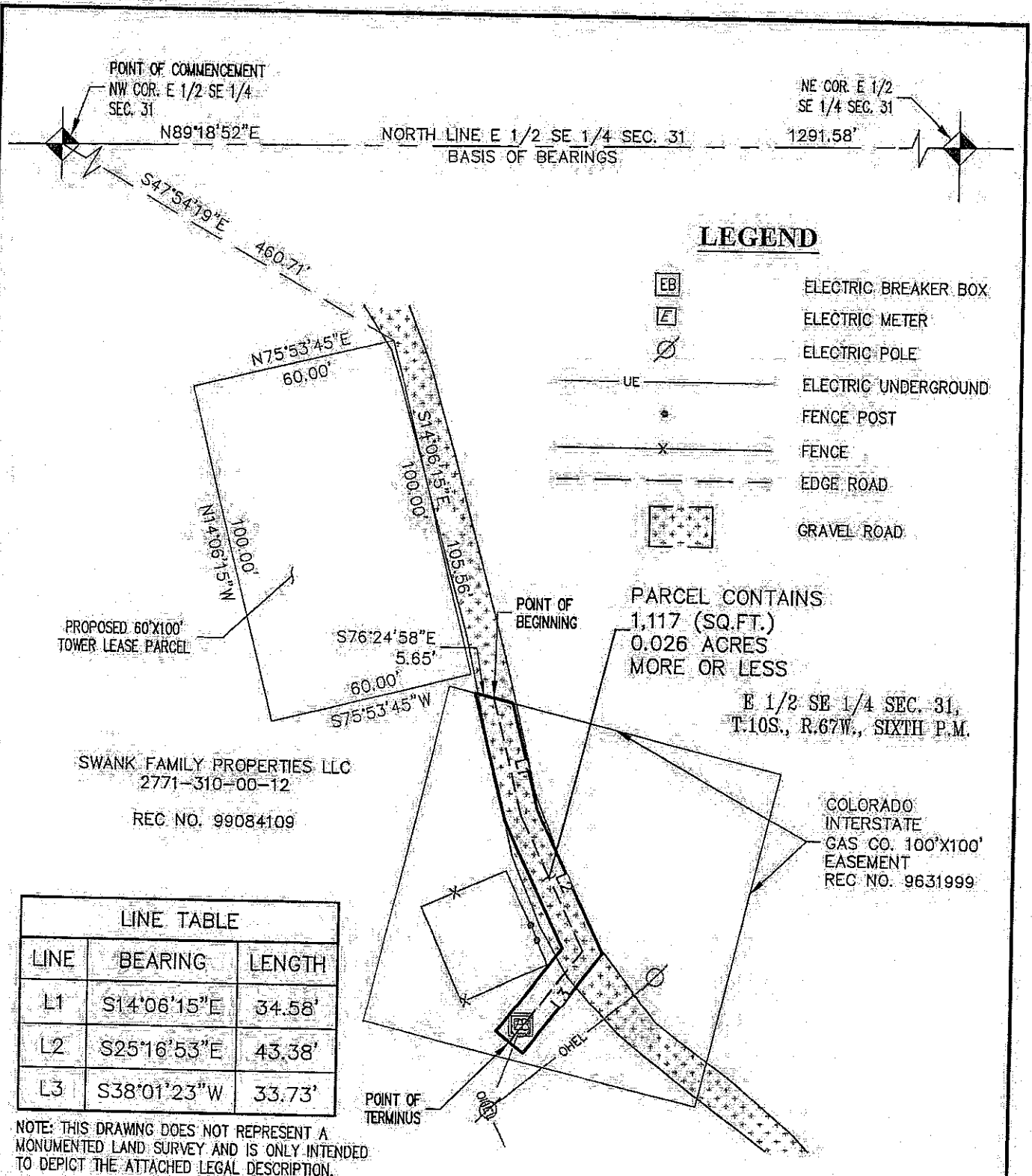
THENCE SOUTH 38°01'23" WEST, A DISTANCE OF 33.73 FEET TO THE POINT OF TERMINUS;

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY AT THE NORTHERLY LINE OF SAID EASEMENT.

CONTAINING AN AREA OF 0.026 ACRES OR 1,117 SQUARE FEET, MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO DESCRIPTION



LEGEND

- ELECTRIC BREAKER BOX
- ELECTRIC METER
- ELECTRIC POLE
- ELECTRIC UNDERGROUND
- FENCE POST
- FENCE
- EDGE ROAD
- GRAVEL ROAD

PROPOSED 60'X100' TOWER LEASE PARCEL

SWANK FAMILY PROPERTIES LLC
2771-310-00-12
REC NO. 99084109

PARCEL CONTAINS
1,117 (SQ.FT.)
0.026 ACRES
MORE OR LESS
E 1/2 SE 1/4 SEC. 31,
T.10S., R.67W., SIXTH P.M.

COLORADO INTERSTATE GAS CO. 100'X100' EASEMENT
REC NO. 9631999

LINE TABLE		
LINE	BEARING	LENGTH
L1	S14°06'15"E	34.58'
L2	S25°16'53"E	43.38'
L3	S38°01'23"W	33.73'

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: V:\13414-13 - Swank Radio Tower
DWG NAME: utility esmt-CIG.dwg
DWG_DED: CHK: RDS
DATE: 4/27/2015
SCALE: 1" = 40'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

EXHIBIT
E 1/2 SE 1/4 SEC. 31
T10S, R67W, 6TH P.M.
JOB NUMBER 13414-13
2 OF 2 SHEETS

EXHIBIT B

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Colorado Interstate Gas Company (CIG)

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by CIG (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard TYP-V-0100-B010.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

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Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from CIG (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor shall **not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

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Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- * Any contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- * KM personnel shall install all test leads on KM facilities.
- * Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.

1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
2. Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 disease each employee.
3. Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage.
5. ~~If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than \$5,000,000 each occurrence.~~ V.S.
6. ~~Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than \$2,000,000 per occurrence.~~ V.S.
7. ~~Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of \$5,000,000 per occurrence.~~ V.S.

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1. Applicability

- Gathering
- Processing
- Transmission/Regulated Onshore Gathering
- Kinder Morgan Treating

2. Scope

This procedure applies to all facilities and provides guidance in addressing all construction projects or activities that encroach upon the Company's pipelines, fee owned property, easements, etc. Such encroachments must be evaluated to assure compliance with Company requirements as those requirements are prescribed in this procedure, prevent damage to the pipeline facilities and protect the public and employees.

Pipelines acquired by Kinder Morgan in 2012 met 49 CFR 191 and 192 requirements and applicable State requirements using O&M Procedures in place prior to the merger. Kinder Morgan specific annual requirements will be implemented in calendar year 2013 for all Company pipelines, including the acquired pipelines.

3. Core Information and Requirements

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Third Party activities near pipeline facilities that may require inspection and/or assessment including, but are not limited to:

- Blasting
- Installing foreign pipelines
- Installing electric cables, telephone or cable TV lines
- Drilling holes for poles, posts, anchors or oil, water and gas wells
- Installing parking lots, driveways, mobile homes, garages, sheds, swimming pools, barns, junkyards or trees
- Pipeline Crossing by Dredging Operations
- Foreign Crossing in Wetland/waterbody and Offshore Environments
- Any other activities that may require excavation
- Crossing pipelines with heavy vehicles or equipment
- Permanent or temporary removal of cover from pipelines (e.g., agricultural land leveling, road or highway construction, drainage work)

3.1. Basic Rights

The Land and Right-of-Way Department enforces Company land rights insofar as or to the extent provided by underlying agreements.

When a third party's activities threaten the safety of Company operated facilities, the Company will request that the third party discontinue such action. If the third party fails to adhere to the request, then assistance from operations management and the Land and Right-of-Way Department shall be pursued. When a third party damages a pipeline or other Company operated facility, the Company has the right to reimbursement for such damages.

The Company has certain basic land rights through easements, franchises, permits, license agreements, leasehold, fee ownership, etc., that allow for constructing and operating Company facilities. The value and extent of the Company's rights depend upon the underlying agreement's terms and conditions.

The Company has the right to act in accordance with the terms and conditions of the underlying agreement. In cases where the Company owns the property in fee, any encroachment on the property is considered trespassing. The Company is prepared to take any legal action necessary to protect its real and personal property rights and the safety and property of other persons.

3.2. Basic Responsibilities

The Company has the following basic responsibilities in relation to its pipelines:

- When Company pipelines are identified by pipeline markers, stakes or by telling a third party where the line is located, such identifiers must be accurate and comply with the requirements of state One-Call organizations and the Company's procedures whichever is more stringent.
- Managers and supervisors shall plan accordingly for workload fluctuations, vacations, etc. to ensure notices received are completed in a timely manner.
- Section 4 of the Common Ground Alliance's (CGA) Locating and Marking best practices are incorporated in this procedure and shall be followed.

3.3. One-Call Systems

Every location will participate in a state One-Call system. Attachment 1 – One-Call Center and Emergency Phone Numbers lists the One-Call center phone numbers, as well as Company control center phone numbers. The One-Call system serves as a means for receiving and recording excavation notification as well as notifying excavators how to identify temporary pipeline markings. In order to maintain the One-Call database, once each calendar year, each Damage Prevention Supervisor shall review the current pipeline assets in their area of responsibility and compare them with the lines in PODS, Geofusion, or One-Call Agency database to ensure that all lines the Company operates are listed and any that were sold or abandoned have been removed. Any changes needed in pipeline location or one-call boundaries will be coordinated through the GIS Department.

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Participating in the state One-Call program may meet the following damage prevention requirements:

- If the State One-Call Center maintains a list of excavators who have used the One-Call service, document in local files how to easily access this information when it is needed or store the information in the Public Awareness Database.
- If the State One-Call Center provides notification to excavators explaining the One-Call program and excavation procedures, obtain documentation for local files or store the information in the Public Awareness Database.

3.3.1. Receiving Notices from One-Call Centers

When the field receives a One-Call notice of intended excavation, a response is required per the procedures below and state One-Call Laws.

When the field receives a notice of intended activity, (One-Call) the person receiving the information will determine as to the location of work versus the Company's assets. If Company assets will not be impacted, document in the electronic One-Call system. The documentation must include justification for no physical locate and the individuals name.

When the person receiving the one-call determines there is a question as to whether Company assets will be impacted, a Company representative will contact the excavator for additional clarification. If at this time, it is determined that Company assets will not be impacted, document in the electronic One-Call system. The documentation must include justification for no physical locate, excavator contacted, and the individuals name.

If the pipeline will not be marked, the electronic One-Call System will be used to notify the excavator via e-mail, fax or phone and/or respond back to the one-call center if required.

If the work is within 50-feet of Company assets, or if there is a potential for the work to encroach to within 50-feet of Company assets, Company Personnel will physically mark the asset according to Subsection 3.4 – Marking Underground Structures below, and document in the electronic One-Call system. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator. If the work area is in a wetland/waterbody or offshore environment, where conventional marking methods are inadequate, a Qualified Company Representative may specify an alternative method for marking the line.

3.3.2. Design or Planning Notification

When the one-call notification is a request to meet for the purposes of design or planning, the Company Representative is to contact the person designated on the one-call ticket as the contact person to ensure that no excavation is planned in the area noted on the one-call ticket and to schedule a meeting at a mutually agreeable time. If an excavation is planned, which meets the definition of this procedure or the state one-call law then Subsection 3.3.1 – Receiving Notices from One-Call Centers applies. Also, refer to Subsection 3.4.3 – Meeting Requirements with Excavator. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator and the line has been physically marked.

3.4. Marking Underground Structures (temporary markings)

Company personnel will locate and mark pipelines in areas where excavation activities are observed or will occur as indicated by the One-Call notification. ONLY Company personnel are approved to locate and mark underground structures on upland facilities. If the work area is in a wetland/waterbody or offshore environment, where conventional marking methods are inadequate, a Qualified Company Representative may be used to mark the line.

Exception: Line marking may not be required for routine long-term activities where the depth of cover is known, and it has been established that the activity will not, in any way, affect the integrity of the pipeline. These include activities such as tilling of farmland, and road grading operations. In these cases, a standing procedure may be established with the parties involved.

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that would apply as long as surface conditions and/or activities do not change. All other parts of this procedure do apply.

3.4.1. Locate and mark the pipeline, within 50-feet of the excavation work area, as specified below.

- Pipelines will be marked within 48 hours of receipt of notification (excluding weekends and state holidays) or in accordance with local One-Call laws, and before any excavation activities begin. Emergency Notifications will be responded to promptly. It is recognized that there will be circumstances that prohibit marking the pipeline within the allowed time. Examples include, but are not limited to:
 - Weather (blizzards, heavy rain, or flooding)
 - Locations that require marking in roadways where we will be utilizing the contractor's traffic control plan which will not be set up within the allowed time
 - When the excavator is requesting a joint meet, which will occur after the allowed time
 - Inability to gain access to property for locate (inaccessible fenced properties, threatening pets, etc.)
 - There is lack of clear delineation of the proposed area of excavation and the excavator cannot meet with us within the allowed time.
 - Wetland/waterbody and offshore areas where scheduling of qualified locating personnel cannot be performed within the allowed time.

If the state law allows it, in these cases delay in marking time is allowed; however, concurrence of the delay in marking shall be received from the applicable ROW Specialist, Supervisor or Manager and the excavator. Facts and circumstances of the delay, name of Kinder Morgan (KM) person concurring and excavator contact who agreed, shall be documented in the ticket Comments section of the electronic One-Call system. Contact the excavator and arrange to meet an authorized representative of the excavator. Discuss provisions in Subsection 3.4.3 – Meeting Requirements with Excavator. Document excavator communications in the electronic One-Call system. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator.

- Locates and markings shall be performed safely. Consideration should be given to items such as, but not limited to; traffic, site conditions, and personal protective equipment (refer to O&M Procedure 120 – Personal Protective Equipment).
- Available Company records/strip maps/alignment sheets are to be reviewed prior to marking the pipeline(s). Look for taps, both active and abandoned, or any other below grade facilities. The minimum length of pipeline to be marked shall be as required by conditions of the site and job. Any errors or omissions discovered shall be communicated to the Engineering Records Department immediately.
- Perform a visual inspection of the locate area to determine if there is evidence of a Company pipeline which is not on any record, map or alignment sheet. Also, be aware of other pipelines that might be in the area that are not on Company drawings.
- When marking the line, the marks must be able to identify where the pipeline is located, the lesser of within 2-feet off the center point, or as required by state One-Call Laws. If this criterion is not possible, then no mark shall be made, but a positive "finding" (pothole) will be necessary.
- Point of Intersection (PI) and other changes of direction shall be marked so that the pipe's location is clearly delineated.
- When marking upland facilities, the Company is to consider the type of facility being located, the terrain of the land, the type of excavation being done and the method to adequately mark its facility for the excavator. The spacing of the markings shall be 10-foot or less apart. When marking offshore and wetland/waterbody facilities, conventional marking techniques may not be applicable. In these cases the company shall have an encroachment agreement with the excavator.

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- Any Kinder Morgan crossings in the area must be marked.
- Any crossing, not shown on the alignment sheet must be reported immediately to the Engineering Records Department for inclusion on as-built drawings.
- Temporarily mark the physical location of a pipeline using yellow flags, laths and/or fluorescent yellow paint per the ULCC Color Code Guide. Use the appropriate marking for the existing and expected surface conditions.
- When feasible, the owner/operator of a facility is identified by the markings at the time the facility is located.
- Locate and mark any KM operated transmission or gathering facility within 50-feet of the excavation work.
- Buoys, poles or PVC markers may be used for submerged underwater facilities in areas such as wide commercially navigable waterways, wetland/waterbodies, offshore and bays. Markers should be placed as close as practical over the facilities that are submerged in such a manner without impeding or creating additional hazards.
- Multiple Company pipelines in the same ROW will be marked individually. Care should be taken at all locations where there are multiple lines in the same ROW (either KM or third party). A sweep of the area should be performed to help identify the intended pipeline as well as any other KM operated lines that may be in the vicinity.
- If there is doubt concerning the location or depth of the line, either request assistance to locate or use soft digging methods to determine exact location.
- All marked locations shall be photographed in accordance with Section 5 – Documentation.
- Treat each updated One-Call ticket as a "new" ticket. Pipeline markings need to be verified or re-marked for each ticket AND new photographs taken. Remarks for each ticket need to be completed in electronic One-Call system. Descriptions and comments need to be completed for each updated ticket, as if it were the only ticket received for the job. Reference to the previous ticket should be noted in comments.
- All One-Calls must be responded to, via the electronic One-Call system, even if there is no conflict with Company facilities.
- Additional notification may be made by phone, fax, or email. The date and name of the person contacted should be recorded in the electronic One-Call System.

3.4.2. Line Locating Equipment used in Locating Upland Pipelines for Marking

Conductive locating (direct connection to the pipeline) is the preferred method for locating Company pipelines.

Line locating equipment will be field checked for proper operation prior to initial use, each day that it is used for locating. Documentation of this check will be recorded in the electronic One-Call system. If Inductive locating is used for locating Company pipelines, a direct positive confirmation by a water probe, probe rod, vacuum truck or other methods must be performed.

Hydrographic surveying techniques may be used to locate facilities in wetland/waterbodies or offshore. When locating offshore and wetland/waterbody facilities, conventional locating techniques may not be applicable. In these cases the company shall have a crossing agreement with the excavator.

3.4.3. Meeting Requirements with Excavator

- Meet with the encroaching party's representative. Obtain the information needed by the Company concerning the type of activity, crossing, drawings, schedules, blasting plans including charge size and location (if applicable), contact information (names, numbers), etc. Use this opportunity to obtain contractor information for Company's damage prevention program and to promote the use of the applicable state One-Call systems and the national 811 number.
- Review with the excavator/encroaching party's supervisor or designated responsible person the requirements of this procedure (O&M Procedure 204 – Construction Near

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Company Facilities) such as scope of the job; location of Company facilities; the requirements for crossing Company lines or facilities; and the requirements that a Company Representative must be on-site whenever work will be done within 25-feet of Company Facilities.

- o Required clearance from any underground structure not associated with the pipeline is 24-inches.
- o Company upland pipelines must be exposed per Subsection 3.8 – Excavating Pressurized Lines of this procedure.
- Excavations entered by and performed by Company employees or their representatives must meet the requirements of O&M Procedure 109 – Excavating, Trenching and Shoring
- Special provisions are required when working over or near Dresser coupled lines. These provisions are outlined in O&M Procedure 237 – Dresser-Coupled Pipelines
- Verify that the information received concerning dates, locations and scope of work is accurate
- The Company representative assigned to locate a pipeline or monitor excavation activities shall complete O&M Form OM200-31 – Line Locate Inspection Report and sign when meeting with the excavator and the line has been physically marked.
- For excavations 25-feet or less from Company assets, contractor should counter sign O&M Form OM200-31 – Line Locate Inspection Report. The original will be given to the third party excavator's representative on the site during the initial meeting and a copy electronically attached to the ticket in the electronic One-Call system.
- For excavations greater than 25-feet, contractor is not required to counter sign O&M Form OM200-31 – Line Locate Inspection Report. Retain the document for district records
- The form must be re-issued for changes in activities, including, but not limited to:
 - o Changes in the scope of work that could affect the safety of the line
 - o Changes of affected personnel on the site (excavator, supervisor, etc.)
 - o Changes to the schedule/work plan, that is, digging faster or moving to another area e.g., across the road.

O&M Form OM200-31 – Line Locate Inspection Report helps assure communications between the Company representative and the third party excavator regarding the planned or actual date(s) of excavation activities. If applicable, the form should include any observation waivers granted and the basis on which the exception was granted, with instructions to contact the KM Employee if any of the conditions, which was the basis for exception, change. O&M Form OM200-31 – Line Locate Inspection Report shall be completed when meeting with the excavator. If the excavator refuses to sign, the Company representative will so indicate on the form.

3.5. Surveillance, Awareness and Reporting

Be alert for upcoming projects that may encroach upon or endanger Company operated pipelines or facilities. Construction activity that may involve Company operated pipelines or facilities should be immediately reported to the appropriate supervisor. If the appropriate supervisor cannot be reached, notify the next available supervisor or Gas Control.

The public is often aware of projects, including underground phone, electrical, sewer and water facilities and street construction projects long before work begins. Since rural road construction and land leveling are less publicized, inform area contractors and road crews of Company line locations and the rules regarding construction activity.

Notify Operations Manager or designee of any construction projects that may affect or endanger Company operated facilities. Report any activities on fee owned property to ROW. When construction work is within city or corporate limits or part of a city project, contact city officials and remind them of the Company's rules and policies. Try to attend any city or county planning

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committee meetings concerning major construction activities that could affect the Company's assets. The necessary provisions can then be written into an ordinance or into the contract under which the work will be performed.

3.6. Investigating Third Party Construction Activity – Company Not Notified

If a Third Party is seen within 50-feet of, or working over the Company's pipeline, the excavation and construction activities shall immediately be stopped until the Company facilities have been located and investigated for possible damage.

When Third Party construction activity involving a Company pipeline or facility is started without prior approval, notify the operations supervisor immediately. Contact the Land and Right-of-Way Department to determine the Company's rights. Inspect the premises immediately and take necessary steps to correct or prevent unsafe conditions.

When physical evidence of an unmonitored encroachment over the pipeline is discovered, the area must be investigated to determine if an excavation is required, an informational ERL must be issued and the event documented in the Company incident-tracking database: (STARS or CIRTS (Comprehensive Incident Reporting and Tracking System)). If an excavation is required, the pipeline shall be inspected for damage in conformance with existing company procedures. Upon discovery of pipeline damage, an ERL notification shall be initiated and the occurrence treated as an Abnormal Operation in conformance with O&M Procedure 1902 – Abnormal Operation.

High Consequence Areas: When physical evidence of encroachment over the pipeline is discovered in an HCA that was not monitored, the area must be excavated near the encroachment or an above ground survey must be conducted using methods defined in NACE RP-0502-2008.

When land leveling or improvements involving a Company pipeline or facility are started without prior approval, notify the operations supervisor immediately. Contact the Land and Right-of-Way Department to determine the Company's rights. Inspect the premises immediately and take necessary steps to correct or prevent unsafe conditions.

If excavation or other activities are identified within the Company's pipeline easement that are not allowed by the pipeline easement or permit agreement, the activities shall be stopped until an agreement is reached. If excavation activities continue, local management should be advised and the Company's Legal Department and/or local law enforcement authorities may be called for assistance.

3.7. Inspecting Construction Activity – KM Notified

Excavation Monitoring (periodic monitoring) – For excavations between 25-feet and 50-feet from a Company upland facility. A properly trained and OQ qualified Company representative shall periodically monitor the excavation to assure that the work is continuing as planned. Excavations greater than 50-feet from a Company facility should be monitored as necessary.

On-Site Monitoring (mandatory monitoring) – When construction activity is within 25-feet of the Company operated transmission or gathering land pipeline facilities, a properly trained and OQ qualified Company representative shall, unless excepted by Subsection 3.7.1. – Waiver to On-Site Monitoring, be on site.

Excavation Observation – Observation is mandatory when excavation activity is within 10-feet of the upland pipeline. When an excavation is within 10-feet of a Company facility a properly trained and OQ qualified Company representative shall be continuously present during all excavation and backfilling activities to observe compliance with agreed upon design/specification/scope of work and to ensure the excavation and backfilling criteria are being met. If a Company representative is not observing the activities, absolutely no work is to be allowed.

The Company Observer shall be aware of the hazards of operating equipment and shall use audible warning devices to warn equipment operators of impending danger or threat to the safety of personnel or facilities. The audible warning device should be a whistle or other approved

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device that the equipment operator can hear above normal equipment noise.

Monitoring and Observation Offshore and in Wetland/Waterbodies - When the construction activity affects a company facility, that is located offshore or in a wetland/waterbody, conventional observation and monitoring methods are not applicable in many respects. To mitigate encroachment issues the company shall use an encroachment agreement. The company, at its discretion will utilize either a OQ qualified company representative to monitor the encroachment activities and communicate with the foreign facility personnel and divers to enforce the terms and conditions of the encroachment agreement.

If the excavation results in a foreign utility crossing of KM's pipeline, the KM representative shall complete **O&M Form OM200-01 – Foreign Structures Report** or the **Streamline Crossing Encroachment Report**. If the excavation results in a metallic object crossing also complete **O&M Form OM200-03 – Underground Structure Crossing Report**. If the excavation results in the exposure of a KM pipeline, the KM representative shall complete **O&M Form OM200-02 – Pipeline Examination Report**. The KM Representative must have the appropriate operator qualifications to perform the duties and complete each form.

A KM representative may give permission for work to be performed over the pipeline without being on site. Prior to giving permission, the KM representative must have marked the pipeline (unless exempted by **Subsection 3.4 – Marking Underground Structures**) and assured themselves that there is no risk to the pipeline from grading operations or excavation activities, where the depth of the pipeline is known to be below plow depth. Work is defined as digging or disturbing the soil, moving any heavy equipment over the pipeline with less than the required cover.

In the event of parallel encroachments or other circumstances where the excavation activities will require a Company representative to be present for a long duration, and there is to be no crossing of the Company's pipeline, the contractor's work schedule shall be provided to the Company and a meeting held with Company Inspector(s) when necessary to review the schedule. Any deviations to the schedule will require advance Company approval.

Company representatives should be aware of the **O&M Form OM200-29 – Guidelines for Design and Construction near Kinder Morgan Operated Facilities** during construction near Company facilities.

When an encroachment by:

- 1st Party – KM (Company) excavation
- 2nd Party – Contract Representative doing work for KM
- 3rd Party – Excavator not affiliated with KM or acting as a representative of KM

Involves any one of the following conditions, the Damage Prevention Supervisor, Operations Supervisor or their designee must be contacted to determine if additional precautions need to be taken to protect the Kinder Morgan Pipeline. This discussion will be documented in the electronic one-call system:

- Excavation less than 10-feet
- Foreign line crossing
- Exposed KM pipeline
- Parallel construction within 25-feet

3.7.1. Waiver to On-site Monitoring

When the scope and location of the proposed excavation is greater than 10-feet from the Company's asset and there appears to be no benefit to being continuously present to protect the asset, a waiver to the observation may be granted.

Examples where this may be applicable include, but are not limited to:

- Excavation, such as paving or digging foundation footings on private property when the pipeline is under the city street or on the opposite side of the road.

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- Replacing utility poles when the utility easement is offset from the pipeline at a distance greater than 10-feet and guy wires will not encroach upon the easement.
- Excavation on the other side of an immovable barrier or natural demarcation, such as, construction separated from our pipeline by railroad, or stone/concrete fence, etc.
- Other digging that will not damage the pipeline, i.e. hand digging, shallow/well defined.
- Concrete Barriers installed between the area of excavation and the KM pipe.
- Permanent or temporary fencing installed between the area of the excavation and the KM pipe.
- Video monitoring
- Other situations where the activity will not affect the pipeline.

Care should be taken to ensure that the scope of work does not include utility work that could potentially cross the pipeline or that the pipeline is not within the designated excavation area (white lined area).

Note: KM does not have the authority to waive a State One-Call requirement.

When seeking a waiver to continuous monitoring, for construction within 25-feet but greater than 10-feet of the pipeline, the KM Line Locator must contact the Damage Prevention Supervisor, Area Manager or Operations Supervisor to get their concurrence. After approval, the site should be monitored periodically to ensure work remains within the original scope.

- The justification, date and time of the concurrence and the name of the person granting the exception must be recorded in the notes section of the electronic One-Call system and the "waiver" box checked.
- The person granting the exception must also record the decision and the basis for the decision in their records.

3.7.1.1. Exceptions to Company Personnel Observing/Monitoring Excavation and Backfilling Activities

- Operations Management will decide when it is necessary to use a contract representative to monitor excavation and/or backfilling activities.
- The Damage Prevention Supervisor will follow the appropriate Company procedure(s) for selection and contracting of a contract representative.
- The Damage Prevention Supervisor will coordinate with the Operations Manager to ensure that the contract representative has completed the required training and approve the Operator Qualification (OQ) credentials.
- The Damage Prevention Supervisor must confirm proficiency and knowledge of covered procedures and training for the contract representative.
- OQ Requirements for KM Representatives: As a minimum the contract representative shall be Operator Qualified on the following tasks:

OQ Requirements Set 'A'

- 01.01.01 Abnormal Operations
- 04.01.03 Visual Inspection of Buried Pipe and Components When Exposed*
- 08.02.01 Damage Prevention During Excavation Activities
- 14.02.01 Backfilling
- 14.05.01 Underground Clearances
- 14.08.01 Cover
- 14.10.01 Line Markers
- 14.13.01 Protection When Minimum Cover Not Met
- 14.09.01 Inspection: Compliance with Procedures & Standards

* For purposes of Section title "Exception to Company Personnel Observing/Monitoring Excavation and Backfilling Activities" this OQ is only required for those contractor representatives who will actually be required to perform the work covered by this OQ as part of their contracted work.

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- The Damage Prevention Supervisor will be responsible for ensuring that the contract representative has reviewed, understands and provides proper documentation of the following the Company Operating & Maintenance (O&M) Procedures:
 - O&M Procedure 109 – Excavating, Trenching and Shoring
 - O&M Procedure 159 – Incident Reporting and Investigation
 - O&M Procedure 166 – Safety Hazard/Near Miss Reporting
 - O&M Procedure 168 – Safety Orientation
 - O&M Procedure 204 – Construction Near Company Facilities
 - O&M Procedure 205 – Pipeline Markers and Cover
 - O&M Procedure 214 – Reporting Pipeline Safety-Related Conditions
- The Operations Manager will communicate to the Director of Operations the intent to utilize a contract representative for excavations and/or backfilling activities within their area of responsibility.
- The Director of Operations will review the need to utilize contract inspectors and if deemed necessary will conditionally approve the use per project.
- Final approval to use contract inspectors will not be given until all training is completed.
- The Damage Prevention Supervisor will be responsible for ensuring that the contract representative has reviewed, understands and provides proper documentation of the following the Company Construction Inspection procedures:
 - Construction Inspection Section CON0020 – General Requirements
 - Construction Standard C1010 – Clearing, Grading and Site Preparation
 - Construction Standard C1100 – Backfilling
 - Construction Standard C1160 – Horizontal Directional Drilling
- The Damage Prevention Supervisor will be responsible for ensuring that the contract representative has reviewed, understands and provides proper documentation of the **Kinder Morgan Contractor Safety Manual**.
- The Damage Prevention Supervisor will be responsible for providing copies of the training requirements stated above to the Operations Manager for approval, then to the Director of Operations for review and approval before proceeding with the use of contract representatives during excavations and backfilling activities on existing Company right-of-ways and property. Including the following:
 - Confirmation of the completion and acceptable scores of the OQ training stated above.
 - Copies of O&M Procedures, Construction Inspection Manual and Contractor Safety Manual - signed and dated by the contract representative as well as the project manager or their designee.
 - A general summary that identifies the planned excavation and backfilling activities.
- The Director of Operations will:
 - Provide confirmation to the Damage Prevention Supervisor and Operations Manager, via email, if they are in agreement that all training requirements have been satisfied and use of the contract representative for monitoring of excavation and/or backfilling activities is approved.
 - OR -
 - Respond to the Damage Prevention Supervisor and Operations Manager, via email, that training requirements are deficient and the use of the contract representative is NOT approved.

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3.7.2. Kinder Morgan Initiated Excavation Activities

When excavating, Kinder Morgan (1st Party) and Contractors doing work for Kinder Morgan (2nd Party) have the same obligations to comply with state One-Call laws and follow the practices that we expect from 3rd party excavators. To that end, the person responsible for excavating on behalf of Kinder Morgan will:

- Make notification to the appropriate one-call center of the intent to excavate the pipeline within the required timelines specified by applicable State One-Call Law.
- If the excavation location cannot be specifically identified by landmark, address, legal description or GPS point, identify the proposed area of excavation using white lining prior to notification of the One-Call center.
- Maintain the ticket number from the one-call center that verifies the locate request was requested.
- If multiple excavators for KM are working at the same site, each will have a separate one-call reference.
- When practical the KM excavator will request a meeting with the other facility locator(s) at the job site prior to the actual marking of facility locations.
- An excavation procedure, plan or job scope must be reviewed and approved by the local Damage Prevention Supervisor, Operations Supervisor or Operations Manager, prior to the excavation. The approval will be documented in the electronic one-call system.
- Soft digging (hydrovac or other) may be required, to expose KM facilities, if deemed necessary during excavation review and planning.
- Depending on the complexity of the job, different types of documentation may be used for the excavation plan. Some examples include: Form OM200-31, The Project Management Excavation Procedure for New Construction, The Project Management Excavation Procedure for Existing Facilities, facility drawings, red lined drawings, or other documents.
- Coordinate work that requires temporary or permanent interruption of a facility's service with the affected facility owner/operator.
- Re-call the one-call center if the facility owner/operator fails to respond to the KM request for a locate (within the timeframe established by the state one-call law).
- Verify that the excavation site is at the correct location as described on the one-call ticket.
- Verify the locate markings and check for unmarked facilities by conducting an electronic and visual sweep of the site. Perform an "electronic sweep" of the white lined area by using a KM approved locator, set to inductive mode. Visually check for such things as signs, markings, and trenches that might indicate underground utilities are present.
- The excavator should review the location of underground facilities with the facility operator prior to excavation.
- The KM Representative on site should have access to the names and phone numbers of all facility owner/operators contacts and the one-call center.
- Reasonable care will be used to avoid damaging underground facilities. The excavation should be planned to avoid damage and or minimize interference with the underground facilities in or near the work area.
- Protect and preserve the staking, marking or other designations for underground facilities until no longer required for proper and safe excavation. If any facility mark is removed or no longer visible, excavation is to be stopped and the facility owner or one-call center is notified to request a re-mark.
- An observer is required to assist the equipment operator when operating excavation equipment around known underground facilities.
- Mechanical excavation is not allowed within the tolerance zone of the underground facility unless otherwise allowed by this procedure.

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- The facility owner/operator is to be contacted, either directly or through the one-call center if an underground facility is not found where one has been marked or if an unmarked underground facility is found. Following this notification work can be continued, unless otherwise in state law, if the work can be performed without damaging the facility.
- Exposed pipeline facilities will be supported and protected from damage.
- The one-call center will be called to refresh the ticket if it is expected that the excavation will continue past the life of the ticket.
- If an underground facility is damaged or is discovered to be damaged, the owner/operator of the damaged facility will be notified either directly or via the one-call center (unless otherwise specified by state law). All breaks, leaks, nicks, dents, gouges, grooves, or other damages to facility lines conduits, coatings or cathodic protection will be reported.
- If the damage results in the escape of any flammable, toxic, or corrosive gas or liquid or endangers life, health, or property 911 and the facility owner/operator is to be notified immediately. Reasonable measures will be taken to protect those in immediate danger (employees, contractors, public), property and the environment until the facility owner/operator or emergency responders have arrived and completed their assessment.
- In the case of an emergency excavation of a KM pipeline, maintenance or repairs may be made immediately provided the one-call center and impacted facility owner/operators are notified as soon as reasonably possible. This includes situations that involve danger to life, health or property.
- Protect all facilities from damage when backfilling an excavation. Trash, debris or other material that could damage existing facilities or interfere with the accuracy of future locates is not to be buried in the excavation.
- For trenchless excavations (boring, etc.) the KM excavator will adhere to all best practices stated in this section.
- All applicable federal and state safety regulations, which include training as it relates to the protection of underground facilities, will be adhered to.
- High Consequence Areas: An excavation in an HCA shall be evaluated for the potential of stress corrosion cracking (SCC) by reviewing the existing conditions with the SCC criteria (refer to **O&M Procedure 917 – Stress Control Cracking**)

When a KM pipeline is exposed **O&M Form OM200-02 – Pipeline Examination Report** must be completed by a qualified KM Representative.

3.8. Excavating Pressurized Lines

Tolerance Zone – The tolerance zone is a buffer area around the circumference of the pipeline. State law and Company operating procedures determine what types of digging may be done within the tolerance zone. The minimum tolerance zone to be observed is 18-inches or state law whichever is more stringent. Refer to Table 1 – Tolerance Zones by State.

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State	Tolerance Zone
Alabama	18"
Arizona	24"
Arkansas	18"
California	24"
Colorado	18"
Connecticut	18"
Florida	24"
Georgia	24"
Illinois	18"
Indiana	24"
Iowa	18"
Kansas	24"
Kentucky	18"
Louisiana	18"
Massachusetts	18"
Mississippi	18"
Missouri	24"
Montana	18"
Nebraska	18"
Nevada	24"
New Hampshire	18"
New Jersey	18"
New Mexico	18"
New York	24"
Ohio	18"
Oklahoma	24"
Oregon	24"
Pennsylvania	18"
Rhode Island	18"
South Carolina	24"
Tennessee	24"
Texas	18" + 1/2 Pipe O.D. **
Utah	24"
West Virginia	24"
Wyoming	24"

Table 1 – Tolerance Zones by State

** In Texas, the qualified onsite KM representative may approve for the excavator to dig up to the 18" tolerance zone (for KM facilities only).

Before excavation by powered equipment, the line must be located with a water probe, probe rod, vacuum truck or exposed by hand or other soft digging methods. Probing shall be done during excavation across the entire ditch. Probe bars shall be used to verify depth and to size the line. Locate the top of pipe and both sides at the point the line is being crossed. When excavating, power equipment shall not dig within the tolerance zone of the pipeline and Probing shall be done during excavation. Pipeline shall be exposed by hand digging, hydrovac, or other soft digging methods only at this point. Be aware of possible side taps and or top taps that have been abandoned or are not reflected on alignments; for known taps additional hand digging may be required.

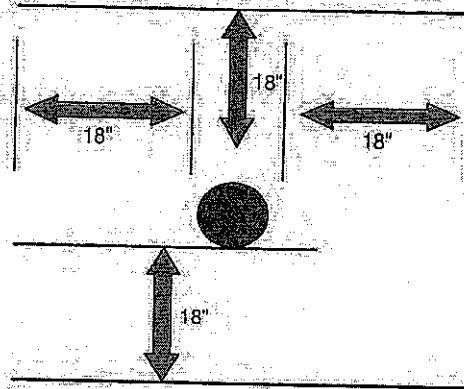
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Figure 1 – Minimum Tolerance Zone

If a probe rod must be used, inspecting the coating in the excavated area is required and any damaged areas must be repaired before backfilling. DO NOT locate pressurized lines using power equipment.

Power equipment excavation should be done with the equipment positioned parallel to the pipeline unless ROW congestion prevents adequately positioning excavating equipment. Digging across the line with power equipment positioned above the line should be avoided wherever possible.

Care should be used when removing rock adjacent to the pipeline. With any type of rock breaker, the force of the tool should always be directed away from the pipeline. Rock breakers can move in unexpected directions when rock is broken. Use a protective barrier (e.g., wood, rubber) placed between the tool and pipe during this operation. Ensure that the protective barrier is adequate to protect the pipeline integrity should any inadvertent deflection of the tool occur.

If circumstances warrant it a hand held jack hammer or air shovel may be used within the tolerance zone as long as all of the other conditions of this part are met and:

- The tool operator should also exercise caution to avoid placing their body, arms, hands, etc. between the tool and the pipeline in order to avoid "pinch points" if the tool is deflected.
- The pipeline pressure will be reduced as low as operationally acceptable by the system Gas Control
- The excavation meets OSHA requirements with emphasis on the following:
 - Adequate unrestricted work space is provided to allow proper handling and manipulation of the jack hammer, air shovel and other tools
 - An excavation exit plan is available.
- All other personal protective equipment required for this type of work; gloves, face shield, long sleeves, hard hats, steel-toed shoes, etc. will be utilized.

High Consequence Areas: An excavation in an HCA shall be evaluated for the potential of stress corrosion cracking (SCC) by reviewing the existing conditions with the SCC criteria (refer to **O&M Procedure 917 – Stress Corrosion Cracking**).

3.8.1. Excavating Depressurized Lines

With Operations Director approval, mechanical excavation can occur within the modified tolerance zone of a depressurized pipeline as follows:

- If the portion of the depressurized line being excavated is going to be removed or replaced, excavation may occur as close as necessary to the pipeline. (this is for pipe that will be abandoned or scrapped, not reused and will be completely depressurized before excavation). Any contact with the depressurized line that will be abandoned or scrapped is not considered a Line Hit, and does not necessitate following incident

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reporting requirements (i.e. issuing of an ERL, reporting to STARS, etc.)

Excavation of depressurized lines shall otherwise comply with all other parts of this procedure.

3.9. Horizontal Distance

When new facility construction parallels the Company's transmission or gathering pipelines, horizontal clearances shall be as defined in Table 2 – Horizontal Distance from Company Facilities or shall be the extent of the ROW, whichever is less. Establish any horizontal clearance less than that specified in the table by agreement between the Company and the underground facility's owner. Discuss horizontal clearances requested within fee owned property with the Land and Right-of-Way Department.

Third Party Facility	Horizontal Distance from Company Facilities
Buried pipelines	At least 10-feet
Buried telephone cable	At least 10-feet
Overhead telephone cable	At least 25-feet
Buried electric cables 440 VAC or less	At least 10-feet
Buried electric cables 440 VAC to 37.5 KVAC	At least 25-feet
Overhead electric lines 37.5 KVAC or less	At least 25-feet
Buried or overhead electric lines – facilities over 37.5 KV, AC or DC electric cable	Only by agreement between the utility and the Company's Project Manager or designee

Table 2 - Horizontal Distance from Company Facilities

3.10. Vertical Facility Clearance

Follow recommended minimum vertical clearances as shown in Table 3 – Vertical Clearance from Company Facilities when repairing, installing or constructing pipelines or cables across a Company transmission or gathering pipeline. Maintain underground utility depth to obtain these clearances across the entire easement. The Company must approve any deviation from vertical clearance requirements.

Third Party Facility	Vertical Clearance from Company Facility
New construction	When installing underground utilities, the last line should be placed beneath all existing lines unless it is impossible or unreasonable to do so.
Buried steel pipelines	At least a 24-inch vertical earth separation from a Company pipeline
Buried non-steel pipelines	At least a 24-inch vertical earth separation from a Company pipeline. At least a 24-inch vertical earth separation from a Company pipeline 12-inches or greater in diameter. Install flagging tape above the Company pipeline, approximately 3-feet on each side and directly over the cable or utility line for a distance of at least 15-feet.
Buried telephone and electric cables – 440 VAC or less	At least a 24-inch vertical earth separation from a Company pipeline The cable must have a nonconductive outer sheath extending at least 10-feet each direction from the Company pipeline. Install flagging tape above the Company pipeline, approximately 3-feet on each side and directly over the cable or utility line for a distance of at least 15-feet.
Fiber optic cables	Efforts should be made to install all fiber optic cable crossings at least 3-feet below Company pipelines. Installing a concrete barrier is recommended but may not be practical when the cable is a direct bore. In that case, the clearance and markings become

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	more critical.
Buried electric cables 440 VAC to 37.5 KVAC	At least a 24-inch vertical earth separation from a Company pipeline. The cable shall have a nonconductive outer sheath extending at least 10-feet each direction from the Company pipeline. Install flagging tape above the Company pipeline, approximately 3-feet on each side and directly over the cable or utility line for a distance of at least 15-feet.
Facilities over 37.5 KV	Vertical separation of an electric cable or line operating at more than 37.5 Kilovolts A.C. or D.C. will be established by agreement between the utility involved and the Company Project Manager or designee.

Table 3 - Vertical Clearance from Company Facility

3.11. Engineering Assessment

When an encroachment with the potential to impact a Company facility is identified, an assessment and determination of the impact shall be required. Company representatives will notify the Project Manager or designee, who can include local **Land and Right-of-Way Department**, or division corrosion supervisor, to review information and respond to the third party. Upon notification of an encroachment by a third party, gather pertinent facts, including:

- The exact location, scope, description and schedule of the proposed third party activity.
- The exact location and description of the Company facility(s).
- Identify encroaching entity and record contact information.
- Identify local Operations contact.
- Determine which pipeline(s) or other Company facilities are impacted. Record location and rechain station from inventory sheet, PODS database or Geofusion database.
- Gather critical pipeline data such as pipe specifications, MAOP, class location, depth and coating type. Depending on the coating type, it may be necessary to take a coating sample and test for asbestos. Refer to **O&M Procedure 1211 – Asbestos**.
- Contact designated Land Department representative for ROW information.
- Fee property or easement, (i.e. year established) (contact the **Land and Right-of-Way Department**)
- ROW width, (i.e. special conditions) (contact the **Land and Right-of-Way Department**)
- Determine scope of third party project and scope of Company mitigation work.
- Determine project scheduling.
- Review Corrosion records prior to approval of a parking lot or other paved/cemented area, to determine if any recoating or other maintenance work is needed.

The Engineering Assessment required by this section must include analysis of the impact of abnormal loads or stresses on the pipeline.

- The pipe must be protected from hazards that may cause the pipe to sustain abnormal loads.
- Pipe must be of sufficient thickness or adequate protection must be provided to withstand anticipated external pressure and loads.
- Adequate protection must be provided to prevent damage that might result from the proximity of structures that are within 24-inches of the pipeline.

After conducting the Engineering Assessment, the Project Manager or designee may approve permanent structures to be built with clearance from the pipeline of less than 24-inches but no closer than 12-inches. Variance from the requirements of this procedure for clearance of structures of less than 12-inches must be obtained through **O&M Procedure 001 – Standards Modification**.

3.12. Heavy Equipment/Vehicle Crossings, Roadways and Parking Lots

Roads, construction equipment crossings and parking lots over steel pipelines shall be evaluated using the Company's stress calculation program, "**PLStress**" or other Company approved method for calculating stress for uncased pipelines by Project Manager or designee to determine the total stress on the pipeline. If the total stress exceeds recommended limits, a permanent protective

Highlighting indicates revisions made as of the date on this procedure

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structure should be considered. For pipelines constructed of material other than steel, contact the Project Manager or designee.

The following information will be required for the stress analysis. This information should then be provided to the Project Manager or designee and used as inputs into the stress calculation for heavy loads crossing uncased pipelines.

- Loaded vehicle axle load (single, tandem)
 - Heaviest construction equipment evaluated at the bottom of the sub-base
 - Street legal vehicles such as concrete truck, trash truck, commercial vehicles evaluated at the top of the finished structure
- Equipment make and model
- Caterpillar equivalent make and model, if available
- Depth of cover over pipeline
- Soil Characteristics
- Roadway or parking lot material (asphalt, concrete, dirt, gravel, etc)

3.13. Directional Drilling

A Company representative must follow the procedures outlined in this section when a third party, contractor, etc. will perform directional drilling operations parallel to and/or within the minimum specified clearance of the Company's pipeline facilities.

The Company representative can ask a contractor to stop drilling if the operation is deemed unsafe or there is a concern that damage to the pipeline facilities may occur. A contractor is responsible for any damage to the pipeline facilities incurred because of the drilling.

Before starting a job, the contractor will:

- Notify One-Call for a utility locate request
- Contact the Company and advise of the proposed drilling route, expected clearance between the drilling tool and pipeline facilities and construction schedule
- Demonstrate that the boring tool can be accurately positioned
- The Company representative will periodically measure clearance when practical between the boring tool and pipeline facilities and if necessary, require a viewing window to help determine that the tool will miss the pipeline. A third party's facility must maintain the vertical and horizontal clearances described in Table 2 – Horizontal Distance from Company Facilities and Table 3 – Vertical Clearance from Company Facilities.

Upon completion of the directional drill, the Company representative will:

- Conduct a leakage survey along the length of the directional drilled path
- Refer to O&M Procedure 215 – Patrolling and Leak Detection for leakage survey documentation.

Field personnel will complete applicable OM Buried Facility Reports and develop as-built Company drawings and send to Engineering Mapping/CADD in Lakewood. Drawings should indicate the third party's name, location of its utility line and the measured horizontal and vertical separation between the third party's and Company's facilities.

3.14. Land Leveling or Improvement – Company Notified

When advance notice of proposed land leveling or improvement is received, field personnel will notify the Land and Right-of-Way Department. Submit requests to reduce pipeline cover or construction over the pipeline to the Project Manager or designee for review.

- Upon notification, determine to what extent the Company pipeline may be affected.
- Evaluate alternatives for sloping the land or making improvements to avoid relocating Company pipeline or removing soil over a buried line. If possible, the landowner should achieve desired results without jeopardizing or disturbing the Company pipeline.

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- Conduct a cover survey, profile and mark the pipeline's location.

If the leveling or improvement cannot be accomplished without relocating or modifying the Company pipeline, gather pertinent facts, including:

- The exact location and description of the proposed leveling or improvement
- A description of the required modification to Company pipeline facilities
- Possible alternatives to avoid disturbing Company pipeline
- The Project Manager or designee will review the information and determine required modifications.

The Project Manager or designee will provide modification details and costs and will advise what agreements are necessary between the Company and landowner. The **Land and Right-of-Way Department** will then contact the landowners and notify them of the portion of the cost for which they are responsible before beginning the project.

3.15. Blasting and Seismographic Activity

Provide the Project Manager or designee the following information when blasting is anticipated:

- Configuration of explosive charges (point, line or grid)
- Number of charges, spacing between charges, types of charges and weights
- Distance between pipeline and nearest charge for each pipeline
- Angle between pipeline and explosive line or grid (if grid, number of rows and charges per row)
- Pipe description of each pipeline
- Alternatives to blasting that were considered

The Project Manager or designee will prescribe proper blasting procedures and minimum distances to avoid pipeline damage for all blasting within 300-feet of the pipeline. Standoff distances of 100-feet for line or grid configurations containing a total charge weight of greater than 100 pounds are required.

If the Project Manager or designee believes blasting could damage a facility, field personnel must perform leakage surveys per **O&M Procedure 215 – Patrolling and Leak Detection**, as often as necessary during and after blasting to verify the pipeline's integrity.

3.16. Buildings near Pipelines

It is recommended that buildings be a minimum of 25-feet or greater (if required by local ordinances) from any gathering or transmission pipeline or off the pipeline easement, whichever distance is greater. Contact the **Land and Right-of-Way Department** to determine the Company's rights.

4. Training

Division management will ensure that individuals involved in tasks required in this procedure are trained in operating locating instruments, appropriate documentation and all other provisions of this procedure.

Persons performing locating functions must meet the requirements of the Company Operator Qualification program. This will be confirmed yearly in the **I&M Program, Procedure I-0266.00**.

Personnel should review this information as necessary before performing the procedure.

In order to ensure that responses made by a Company representative to an excavation notification is handled correctly, and that line locating procedures are properly followed, the local supervisor, manager, or director, shall periodically, but at least once each calendar year, accompany the Company Representatives assigned to line locate duties to assess work demands, quality of line marking, and coordination of excavations along the ROW. The yearly reviews will be documented on **O&M Form OM200-34 – Line Locator Review and Report**. This will be confirmed yearly in the **I&M Program, Procedure I-0266.01**.

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5. Documentation**5.1. Company Report Forms**

With the exception of distribution systems, report all foreign crossings, foreign structure retirements and inspection activities on O&M Form OM200-01 – Foreign Structures Report, the Streamline Crossing Encroachment Report, or the state's One-Call form. Report the condition of existing underground pipeline O&M Form OM200-02 – Pipeline Examination Report. Report any pipeline damage or any near-miss from third party activities into the Company incident-tracking database as soon as possible.

Report metallic foreign structure crossings on O&M Form OM200-03 – Underground Structure Crossing Report. Use O&M Form OM200-31 – Line Locate Inspection Report to document on-site communications with contractors or other third parties. Report any pipeline damage or near-miss into the Company incident-tracking database as soon as possible.

Document the annual One-Call pipeline asset review using I&M Procedure I-0265.00 – Maintaining Pipelines in One-Call System.

5.2. Response to Third Party

KM Right-of-Way Department may send a response letter to the third party outlining what impact the encroachment has to our pipeline(s), request additional information, if needed, identify any special requirements and relay our expectations for reimbursement (if adjustment is required).

The Company's O&M Form OM200-29 – Guidelines for Design and Construction near Kinder Morgan Operated Facilities should be included, in their entirety, in the response letter.

All correspondence should be sent to the appropriate Operations and Land and Right-of-Way Department / Land and Right-of-Way representative for review/comment prior to sending to the encroaching entity. Consideration should be given as to whether any response should be recorded as a legal document along with the existing easement.

5.3. Photographs

- Photographs shall be taken in sufficient detail to demonstrate the adequacy of marking within the area of proposed excavation.
- Photographs should be re-taken should any changes be made to the markings.
- Photographs shall be readily associated with the One-Call ticket by the use of white boards/cards (or other approved methods) and file name nomenclature. White boards/cards at a minimum should include:
 - One-Call Ticket Number
 - Location (Lat/Lon or address)
 - Compass Bearing
 - Time and Date of the Photograph
 - Name of Photographer
- Photographs shall be stored in the electronic One-Call system, unless technical difficulties such as bandwidth or download speed creates a problem. The Manager must approve of not storing the photographs in the electronic One-Call system.
- When technical difficulties prevent the storing of the photographs in the electronic One-Call system, the photographs shall be attached to a hard copy of the completed One-Call ticket and maintained in local files where they will be readily identifiable to the location.
- Photographs shall be retained in accordance with applicable state laws for One-Call documentation.

5.4. All Documentation

In the event of litigation, unresolved situations, or as instructed by management, affirmative steps must be taken to preserve all records (whether in electronic or written form) until such time as otherwise directed by a representative of Company's legal department.

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6. References

- 49 CFR 192.614 (c)(3), (4) and (6)(II), 192.929(b)1, 192.935(d)2; 192.935(b)1ii
- Iowa Chapter 479, Section 479A.26
- Common Ground Alliance Best Practices, Section 4
- O&M Procedure 120 – Personal Protective Equipment
- O&M Procedure 159 – Emergency Reporting and Investigation
- O&M Procedure 205 – Pipeline Markers and Cover
- O&M Procedure 206 – Land and Right-Of-Way
- O&M Procedure 214 – Reporting Pipeline Safety-Related Conditions
- O&M Procedure 215 – Patrolling and Leak Detection
- O&M Procedure 232 – Damage Prevention and Public Awareness
- O&M Procedure 237 – Dresser-Coupled Pipelines
- O&M Procedure 903 – External Corrosion Control for Buried or Submerged Pipelines
- O&M Procedure 917 – Stress Corrosion Cracking
- O&M Procedure 1700 – Inspection & Maintenance: I-0265.00 – Maintain Pipelines in One-Call System, I-0266.00 – Operator Qualification Review for Line Locating Personnel, I-0266.01 – Line Locator Personnel Assessment
- O&M Form OM200-01 – Foreign Structures Report
- Streamline Crossing Encroachment Report
- O&M Form OM200-02 – Pipeline Examination Report
- O&M Form OM200-03 – Underground Structure Crossing Report
- O&M Form OM200-29 – Guidelines for Design and Construction near Kinder Morgan Operated Facilities
- O&M Form OM200-31 – Line Locate Inspection Report
- O&M Form OM200-34 – Line Locator Review and Report
- Construction Drawing CST-P-1000-A305 – Typical Undercrossing of Tile Drainlines
- Construction Drawing CST-P-1000-A325 – Crossing Foreign Pipelines
- STARS
- Pipeline Integrity Management Program
- PLStress Pipeline Stress Calculation

KINDER MORGANO&M PROCEDURE/CONSTRUCTION STANDARD
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Revised: 2013-06-25**Attachment 1 – One-Call Center and Emergency Phone Numbers****National One Call Number - 811**

<u>State</u>	<u>One-Call Center</u>	<u>Telephone Number</u>
Alabama	<u>Alabama One-Call</u>	800-292-8525
Arizona	<u>Arizona Blue Stake, Inc</u>	800-782-5348
Arkansas	<u>Arkansas One-Call System, Inc.</u>	800-482-8998
California	<u>Dig Alert</u>	800-227-2600
Colorado	<u>Utility Notification Center of Colorado</u>	800-922-1987
Connecticut	<u>Call Before You Dig (CBYD)</u>	800-922-4455
Florida	<u>Sunshine 811</u>	800-432-4770
Georgia	<u>Georgia 811</u>	800-282-7411
Illinois	<u>JULIE, Inc.</u>	800-892-0123
Indiana	<u>Indiana Underground Plant Protection Service</u>	800-382-5544
Iowa	<u>Underground Plant Location Service, Inc.</u>	800-292-8989
Kansas	<u>Kansas One-Call System, Inc.</u>	800-344-7233
Kentucky	<u>Kentucky 811</u>	800-752-6007
Louisiana	<u>DOTTIE – Louisiana One-Call System, Inc.</u>	800-272-3020
Massachusetts	<u>811 Dig Safe</u>	888-344-7233
Mississippi	<u>Mississippi One-Call</u>	800-227-6477
Missouri	<u>Missouri One-Call System, Inc.</u>	800-344-7483
Montana	<u>Montana One-Call</u>	800-551-8344
Nebraska	<u>Utilities Underground Locating Center</u>	800-424-5555
Nevada	<u>Diggers Hotline of Nebraska</u>	800-331-5666
New Hampshire	<u>USA North</u>	800-227-2600
New Jersey	<u>811 Dig Safe</u>	888-344-7233
New Mexico	<u>New Jersey One-Call</u>	800-272-1000
New York (North of 5 Boroughs)	<u>New Mexico One-Call System, Inc.</u>	800-321-2537
New York (5 Boroughs & Long Island)	<u>Dig Safely New York</u>	800-962-7962
Ohio	<u>Dig Safely New York</u>	800-272-4480
Oklahoma	<u>Ohio Utilities Protection Service</u>	800-362-2764
Oregon	<u>Oklahoma One-Call System, Inc.</u>	800-522-6543
Pennsylvania	<u>Oregon Utility Notification Center</u>	800-332-2344
Rhode Island	<u>Pennsylvania 811</u>	800-242-1776
South Carolina	<u>811 Dig Safe</u>	888-344-7233
Tennessee	<u>South Carolina 811</u>	888-721-7877
Texas	<u>Tennessee 811</u>	800-351-1111
Utah	<u>TESS - Texas Excavation Safety System, Inc.</u>	800-344-8377
West Virginia	<u>Lone Star Notification Center</u>	800-669-8344
Wyoming	<u>Blue Stakes of Utah</u>	800-662-4111
National	<u>West Virginia 811</u>	800-245-4848
	<u>One-Call of Wyoming</u>	800-849-2476
	<u>Call 811</u>	811

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Company Emergency Control Center Numbers

Entity	Telephone Number
Camino Real – Natural Gas	800-568-7512
Camino Real – Products	800-265-6000
Cheyenne Plains Gas Pipeline Company (CP)	877-712-2288
Colorado Interstate Gas (CIG)	877-712-2288
El Paso Natural Gas (EPNG)	800-334-8047
KinderHawk Field Services, LLC (KH)	866-775-5784
Kinder Morgan Altamont, LLC	800-568-7512
Kinder Morgan Louisiana Pipeline, LLC (KMLP)	800-733-2490
Kinder Morgan North Texas Pipeline (KMNTTP)	800-633-0184
Kinder Morgan Tejas Pipeline, LLC (TEJAS)	800-568-7512
Kinder Morgan Texas Pipeline, LLC (KMTP)	800-633-0184
Kinder Morgan Treating (Treating)	800-633-0184
Midcontinent Express Pipeline, LLC (MEP)	800-733-2490
Mojave Pipeline (MPC)	800-334-8047
Natural Gas Pipeline Company of America, LLC (NGPL)	800-733-2490
Ruby Pipeline (RUBY)	877-712-2288
Southern Natural Gas (SNG)	800-252-5960
Tennessee Gas Pipeline (TGP)	800-231-2800
TransColorado Gas Transmission (TC)	800-944-4817
Wyoming Interstate (WIC)	877-712-2288