

**ENCROACHMENT
STIPULATION
LETTER**

**KM Encroachment CT2102024
T- Mobile PHII Switch Expansion Project
Building Expansion including Paving and Fill
22nd and Tower Road, Aurora, CO**



March 19, 2021

SWSG Construction Management
Mark King, Project Manager
607 Herndon Pkwy, Ste100
Herndon, VA 20170

ENCROACHMENT STIPULATION LETTER

RE: T- Mobile PHII Switch Expansion Project / Building Expansion including Paving and Fill
22nd and Tower Road, Aurora, CO
KM (CIG) Encroachment Reference: CT2102024

Tract: CIG 2A Tract 522, CIG 2B Tract 277

County: Adams

State: CO

Dear Jeff Keeley:

Colorado Interstate Gas CIG L.L.C. ("CIG"), a Kinder Morgan company hereby acknowledges the receipt of that certain Engineering Service Company e-mail with the reference or subject line of "22nd and Tower Road – CIG Encroachment" with attached Construction Plans, Drawings and Documents" from Chad Anderson with Engineering Service Company representing SWSG Construction Management ("SWSG") dated on or about February 11, 2021 which are together marked as Exhibit "A" and attached hereto and made a part hereof hereinafter referred to as the "Encroachment". Said plan shows, describes, details, and/or depicts the proposed methods and specifications for the installation/construction of an Encroachment upon, over, under, within, or in close proximity to CIG's pipelines and/or pipeline related facilities ("CIG Facilities") on CIG's easement or easements (whether one or more, "CIG Easement") referenced by the tract number(s) above.

CIG hereby grants approval of the plans and work made a part hereof, provided:

1. This letter is countersigned and a copy is returned to CIG at the address listed below prior to commencement of any construction activity within the confines of the CIG Easement. If this letter is not signed and returned to CIG, CIG's consent herein shall be withdrawn; no work will be authorized within the confines of the CIG Easement.
2. The following conditions are observed:
 - a. All work must comply with the plans referenced herein. Any changes to the design and/or construction must be pre-approved in advance by CIG.
 - b. Except as specifically set forth in SWSG's Construction Plans, Drawings and Documents, SWSG shall construct, own, operate, maintain, use and remove the Encroachment in accordance with CIG's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities" consisting of three (3) pages, a copy of which is provided hereto (additional copies will be provided by CIG upon request). **All work within the CIG Easement must be done under the supervision and direction of a CIG representative. A CIG representative shall be on-site to monitor any construction activities within twenty-five (25) feet of CIG Facilities or within the CIG Easement.** SWSG agrees to reimburse CIG for any reasonable documented direct costs of placing inspectors or representatives employed by CIG to

monitor SWSG's construction activities. Direct costs may include wages, benefits, living expenses, and vehicle and equipment expenses as set forth in Exhibit "B" attached hereto and made a part hereof. Such costs will be billed to SWSG on a monthly basis. An invoice detailing such monthly charges shall be sent by email, first class mail or facsimile to the following:

SWSG Construction Management
Mark King, Project Manager
607 Herndon Pkwy, Ste100
Herndon, VA 20170
Telephone: (703) 471-6803, ext. 333
mark.king@swsgpc.com

This letter must justify that the gas lines will be to close to the building & generator. Please reference the Codes of Federal Regulation, title 49, part 195.210 - 195.248.

SWSG shall submit payment to CIG for such invoiced amounts within thirty (30) days of invoice receipt. Such payments shall be sent by first class mail to the following:

JP Morgan Chase (TX1-0029)
Attn: Colorado Interstate Gas & #734018
14800 Frye Road, 2nd Floor
Ft. Worth, TX 76155

- c. At least five (5) business days prior to any work on or near CIG Facilities and/or within the CIG Easement, SWSG, its contractor(s), subcontractor(s), and/or developer(s) must call CIG's Mark Hornsby, Supervisor Damage Prevention, at (303) 261-4296 office or (970) 381-8641 mobile. He will arrange to have a CIG representative on-site while work is occurring.
- d. CIG requires that each contractor or subcontract associated with the Encroachment submit a CO One Call (8-1-1) Ticket for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.).
- e. SWSG shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses including inspection fees incurred by CIG and/or damage to CIG Facilities and/or the CIG Easement as a result of, in the CIG's sole opinion, the SWSG's activities upon the CIG Easement. SWSG shall, upon demand by CIG, reimburse CIG fully for any such expense or damage. SWSG agrees to indemnify and hold harmless CIG, its parent, affiliates, agents, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, the "CIG Indemnitees"), against any claim, demand, or cause of action of any party (including, but not limited to reasonable attorney's fees) in any way arising from or related to (1) the existence of the Encroachment, (2) SWSG's approved activities under this Stipulation Letter, (3) SWSG's breach of its obligations under this Stipulation Letter, or (4) any cause of action resulting from damage to CIG Facilities or the CIG Easement by SWSG, its parent, affiliates, agents, employees, contractors or subcontractors.
- f. The review and approval of this proposal shall only be valid for a period of one (1) year from the date of this letter.
- g. All of the terms and conditions of the CIG Easement shall remain in full force and effect.
- h. The permission granted herein shall not be assignable, in whole or in part, without CIG's express written consent.
- i. This Stipulation Letter shall be binding upon and inure to the benefit of the parties hereto, including SWSG's contractors, subcontractors, and developers, if any.

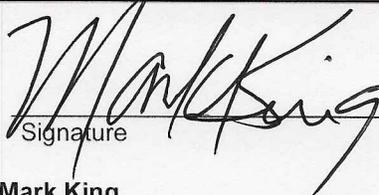
If you have any questions, please contact me by telephone at (719) 520-4279, by e-mail at Garry.Zieske@Kindermorgan.com, or by mail at: Garry Zieske, Land and Right of Way Department, Kinder Morgan Inc., 2 North Nevada Avenue, Colorado Springs, CO 80903.

Sincerely,

Garry Zieske

Garry Zieske
Land and Right of Way Senior Agent
Kinder Morgan, Inc.

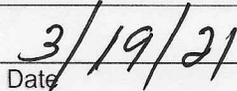
COUNTERSIGNED AND AGREED TO:


Signature

Mark King

Name

SWSG Construction Management


Date