

## **PIPELINE CROSSING AGREEMENT**

Tract: Tract 1 – portions of Section 19, 30, and 31 Township 16 South Range 64 West; portions of Sections 13, 14, 23, 24, 25, 26, 36 Township 16 South Range 65 West. Tract 2 – portions of Section 7, 18, 19 Township 16 South Range 64 West; portions of Section 11, 12, 13 Township 16 South Range 65 West

County: El Paso

State: Colorado

**THIS PIPELINE CROSSING AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Colorado Interstate Gas Company, L.L.C.**, a Delaware limited liability company (“CIG”), with an office at 2 North Nevada Avenue, Colorado Springs, CO 80903 and **Pike Solar LLC**, a Delaware limited liability company (“Pike”) whose address is 1710 29<sup>th</sup> Street, Suite 1068, Boulder, CO 80301.

### **WITNESSETH**

**WHEREAS**, Colorado Interstate Gas Company, L.L.C., a Delaware corporation is the Grantee of that certain Special Warranty Deed recorded on July 19, 1928 Pages 324-333 Reception No. 441402 (the "CIG Easement") of the records of the El Paso County Recorder, State of Colorado, and;

**WHEREAS** CIG operates certain pipeline and pipeline related facilities (the "CIG Facilities") under, upon, over, though, and across the CIG Easement, a portion of which CIG Easement encumbers Sections 11, 14, 23, 25 and 36 Township 16 South Range 65 West; 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, as more particularly described on Exhibit "A" (the "Property") and;

**WHEREAS**, Pike, has acquired certain leasehold interests and easements in said county, which grant Pike the authority to construct, maintain, operate, inspect, repair, replace and remove, among other rights, a Solar Generation Facility and related facilities (the "Pike Facilities"), and;

**WHEREAS**, CIG is hereby willing, at the request of Pike, to allow Pike to construct, maintain, operate, inspect, repair, replace and remove the Pike Facilities upon, over, under, within and/or in close proximity to portions of the CIG Facilities within the CIG Easement. The CIG Easement is a Two Hundred Fifty-Five (255) mile tract of land utilized for high pressure gas pipeline along the Property; as shown, described and detailed on the drawing(s) marked Exhibit "B" attached hereto and made a part hereof, and;

**WHEREAS**, The 34A Nixon Lateral, 9A Pueblo-Watkins Mainline, 212A Pike Divide Mainline, 225A Midway Extension, and the 248A Aguilar Lateral pipelines were potholed on June \_\_\_\_, 2021. **The load calculations for heavy equipment crossing for access is granted to Pike over the 9A, 212A, 34A, 225A and the 248A pipelines. Underground feeders for six (6) with fiber optic communication cables and grounding, one (1) 7.2 kv underground feeder will cross under the 34A, and two (2) twenty foot (20') gravel access drives over the 34A pipeline; at the specific locations as shown, described and detailed on Exhibit "C" attached hereto and made a part hereof, and;**

**WHEREAS**, a portion of the three (3) 34.5 kV underground feeders with fiber optic communication cables and grounding, one (1) 7.2 kv underground feeder, and two twenty-foot (20') wide gravel access drives above the 34A, associated with the Solar Generation Facility as shown on the attached "Pike Solar Gas Pipeline Encroachment Sections Dated April 30, 2019, Sheet 1 of 1 ("Encroaching Improvements") will encroach upon the CIG Easement (the "Encroachment Area") Encroachment center point locations are listed below:

**Pike Solar LLC Encroachment**

Encroachment	Latitude	Longitude
#1 - Road	N38.6665692	W104.6359573
#2 - Feeders	N38.6618842	W104.6330301
#3 - Road	N38.6445201	W104.6325073
#4 - Feeders	N38.6413630	W104.6291902
#5 - Road and Feeders	N38.6286826	W104.6224002
#6 - Road and Feeders	N38.6220377	W104.6125327
#7 - Road and Feeders	N38.6220556	W104.6124426
#8 - Road and Feeders	N38.6220736	W104.6092962

**NOW THEREFORE**, in consideration of the mutual covenants herein stated, CIG hereby agrees to allow the construction, maintenance, operation, inspection, repair, replacement, and removal of the Pike Facilities upon, over, under, within and/or in close proximity to portions of the CIG Facilities within the Pike Lease and Easement pursuant to the specifications set forth in Exhibit "B". The permission granted herein is limited exclusively to the Pike Facilities, subject to the following express conditions and provisions, which CIG and Pike expressly acknowledge and agree to fulfill and discharge, to wit:

Except as specifically set forth in Exhibit "B",

1. Pike shall construct, maintain, operate, inspect, repair, replace, and remove the Pike Facilities in accordance with CIG's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "D" and made a part hereof.
2. All work within the CIG Easement must be undertaken only when a CIG representative is on-site. **A CIG representative shall be on-site to monitor any construction activities within twenty (20) feet of CIG Facilities.**
3. Except for routine operational and maintenance activities, Pike shall provide CIG seventy-two (72) hours advance written notice prior to the commencement of any construction,

maintenance, operation, inspection, repair, and removal of the Pike Facilities within the CIG Easement. The advance written notice shall be sent by electronic mail with an original to follow via FED EX, UPS, or other nationally recognized overnight courier service).

Colorado Interstate Gas Company, L.L.C.

Attn: [REDACTED]

37351 E Highway 96  
Pueblo, CO 81006  
Telephone: (719) 948-5260

Email: [REDACTED]

with a copy sent to:

Colorado Interstate Gas Company, L.L.C.

Attn: Clara Lucero - Land Dept.  
2 N. Nevada Avenue Colorado  
Springs, CO 80903 Telephone:  
(719) 520-4816  
Email: Clara\_Lucero@kindermorgan.com

4. Pike shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on the CIG Easement to determine and resolve any location, grade or encroachment problems and provide protection of the CIG Facilities and the public before the actual activities are to take place. Such notice shall be sent by electronic mail with an original to follow via FED EX, UPS, or other nationally recognized overnight courier service).

Pike Solar LLC

Attn: Brian Vickers  
1710 29<sup>th</sup> Street, Suite 1068  
Boulder, CO 80301  
Telephone: (303) 996-4167  
Email: bvickers@juwiamericas.com

5. Pike shall provide CIG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed Pike Facilities that affect the CIG Easement. Pike shall also provide a set of as-built drawings showing the Pike Facilities that affect the CIG Easement.

6. Only the Pike Facilities shown on the drawings reviewed by CIG will be approved for installation on the CIG Easement. All drawing revisions that effect the Pike Facilities proposed to be placed on the CIG Easement must be approved by CIG in writing.

7. The depth of cover over the CIG Facilities shall not be reduced nor drainage altered without CIG's prior written approval.

8. No material, fill, or spoil shall be stored or stockpiled over or upon the CIG Facilities.

9. Construction of any permanent structure, building(s) or obstructions within the CIG Easement is not permitted, other than the Pike Facilities approved by this Agreement.
10. Planting of shrubs and trees is not permitted on the CIG Easement.
11. Irrigation equipment (i.e. backflow prevent devices, meters, valves, valve boxes, etc.) shall not be located on the CIG Easement without CIG's prior written approval.
12. Pike shall at all times conduct all of its activities on the CIG Easement in such a manner as not to interfere with or impede the operation of the CIG Facilities.
13. Pike Facilities may cross perpendicular to the CIG Facilities within the CIG Easement, provided that a minimum of two (2) feet of vertical clearance is maintained between the CIG Facilities and the Pike Facilities. Constant line elevations must be maintained across the entire width of CIG's Easement. Gravity drain lines are the only exception. All crossings of the CIG Facilities must be evaluated by CIG to ensure that a significant length of the CIG Facilities is not exposed and unsupported during construction. When installing underground facilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Pike Facilities crossing above CIG Facilities with less than two (2) feet of clearance must be evaluated by CIG to ensure that additional support is not necessary to prevent settling on top of the CIG Facilities.
14. Pike Facilities shall cross CIG Facilities at as near to a ninety-degree (90°) angle as possible. Pike Facilities shall not run parallel to CIG Facilities within the CIG Easement without CIG's prior written approval.
15. Pike has been advised and understands that CIG maintains cathodic protection on its CIG Facilities. Pike must coordinate its cathodic protection system with CIG. At the request of CIG, Pike shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The CIG cathodic protection (CP) technician and the Pike CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between Pike and CIG. All costs associated with the correction of cathodic protection problems on CIG Facilities as a direct result of the Pike Facilities crossing shall be borne by Pike for a period of one (1) year from the date the Pike Facilities is put in service.
16. Any metallic line shall be coated with a suitable pipe coating for a distance of at least ten (10) feet on either side of a crossing of CIG Facilities unless otherwise requested by the CIG CP technician.
17. AC Electrical lines must be installed in conduit and properly insulated.
18. United States Department of Transportation (DOT) approved pipeline markers shall be installed so as to indicate the route of the Pike Facilities across the CIG Easement.

19. No power poles, light standards, etc. shall be installed on the CIG Easement.
20. Contractor(s) of Pike shall be advised of and be contractually obligated to comply with all CIG requirements as set forth herein.
21. The continued integrity of CIG Facilities and the safety of all individuals in the area of the proposed work near CIG Facilities are of the utmost importance. Therefore, contractor(s) of Pike must meet with CIG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. CIG's on-site representative will require discontinuation of any work that, in his/her opinion, endangers the operations or safety of personnel, pipelines or facilities.
22. CIG will not allow pipelines to remain exposed overnight without CIG's consent. Contractor(s) of Pike may be required to backfill pipeline(s) at the end of each day.
23. All CIG pipeline locations and elevations are approximate and must be field verified. A CIG representative shall do all line locating. A CIG representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by a CIG representative only to prevent unnecessary damage to the pipeline coating.
24. Notification shall be given to CIG at least seventy-two (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 CIG's on-site representative. Any changes to Pike's contractor's schedule shall be provided to CIG immediately.
25. Heavy equipment will not be allowed to operate directly over CIG Facilities or on the CIG Easement unless prior written approval is obtained from CIG. Heavy equipment shall only be allowed to cross CIG Facilities at locations designated by CIG. Contractor(s) of Pike shall comply with all precautionary measures required by CIG to protect the CIG Facilities. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
26. Excavating or grading which might result in erosion or which could render the CIG Easement inaccessible shall not be permitted unless Pike agrees to restore the area to its original condition and provide protection to the CIG Facilities.
27. A CIG representative shall be on-site to monitor any construction activities within twenty (20) feet of the CIG Facilities. Pike shall not work within this distance without a CIG representative being on site. Only hand excavation shall be permitted within a minimum of eighteen (18) inches (refer to state specific rules/regulations regarding any additional clearance requirements) of CIG Facilities. However, Pike and its Contractors shall proceed with extreme caution when within three (3) feet of any CIG Facilities.
28. Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of CIG Facilities unless the CIG representative is present and approves.

29. Temporary support of any exposed CIG pipeline by Pike may be necessary if required by the CIG on-site representative. Backfill below an exposed pipeline and twelve (12) inches above a pipeline shall be replaced with sand or other selected material as approved by the CIG on-site representative and thoroughly compacted in twelve (12) inch lifts to 95% of standard proctor dry density minimum or as approved by the CIG on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

30. All blasting and seismic activities proposed to occur within 1,000 feet of CIG's facilities require advance notification, submission and evaluation of plans, and acceptance by CIG. Any proposed blasting or seismic activities shall not be allowed to proceed until these requirements have been completed. Final acceptance may require modifications to any proposed blasting plan criteria. CIG's acceptance of proposed blasting procedures shall not relieve the organization responsible for the blasting of liability for harmful consequences of their blasting operations. Blasting within 500 feet of a CIG high pressure pipeline will require the organization responsible for blasting (blasting contractor or consultant) to submit a written blasting plan and to execute a Blasting Indemnification Agreement before permission to blast can be given. No blasting or seismic activity will be allowed within the pipeline easement. Seismological surveillance may be required during blasting, in which event the organization responsible for blasting shall be responsible for the cost of this survey and providing the results to CIG. All blasting activities must be coordinated and confirmed with CIG's Damage Prevention group. Prior to starting any blasting activities, the organization responsible for the blasting shall provide CIG with evidence of experience, licenses, certifications, and permits as required from the federal, state, OSHA, local, and jurisdictional regulations.

31. Pike shall indemnify and hold harmless CIG 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. The organization responsible for blasting shall be liable for any and all damages caused to CIG Facilities and Pike Facilities as a result of their activities regardless of whether CIG representatives are present or CIG had accepted the proposed blasting procedures.

32. Any physical contact with any CIG Facilities shall be reported immediately to CIG. If repairs to CIG Facilities are necessary, they will be made and inspected before being backfilled.

33. CIG personnel shall install all test leads on CIG Facilities.

34. Pike and its contractor(s) shall not burn trash, brush, etc. within the CIG Easement.

35. Pike shall assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by Pike, its respective agents, invitees, or licensees in the vicinity of the CIG Easement and in any way associated with the Pike Facilities.

36. CIG's on-site representative may immediately suspend or terminate any work or activity not being performed in accordance with this Agreement until such time corrective actions are taken. CIG will not be liable to Pike, its contractors, consultants or any other

associated party for any costs or expenses caused by CIG's on-site representative's suspension or termination of said work or activity not being performed in accordance with this Agreement.

37. Pike agrees to indemnify, protect and hold CIG, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury (whether to persons or property, including death), suit, proceeding, judgment, cost (including cost or expenses of whatever kind or nature, including but not limited to reasonable attorneys' fees) arising from or in any way related to the acts or omissions of Pike or its agents, representatives, contractors, or subcontractors pursuant to this Agreement, including without limitation (1) non-compliance with any laws, regulations and orders applicable to the construction, maintenance, operation, inspection, repair, replacement or removal of the Pike Facilities on the CIG Easement, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the CIG Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, or (ii) result in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, or (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the CIG Easement, or (v) as a result of any incident, act, action, negligence, transaction, or omission of Pike in connection with, or incidental to the construction, maintenance, operation, inspection, repair, replacement or removal of the Pike Facilities within and upon the CIG Easement, except where such loss, cost, liability or expense was caused by the negligence of CIG or its employees, agents, invitees or licensees.

38. The provisions of the CIG Easement and all rights, powers, privileges, duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth herein. CIG represents that it is consenting to the limited encroachment by Pike as described herein only to the extent that CIG has the right to grant such consent.

39. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the CIG Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the CIG Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

Except as specifically herein described, all of the terms and conditions of the Company Easement shall remain in full force and effect. The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original for all purposes and all of which will constitute a single instrument.

[Signature page follows]

## Exhibit "A" Legal Description

- a. Sections 26, 27, 28 Township 16 South Range 65 West (34A Nixon Lateral pipelines)
- b. SW4 Section 11 Township 16 South Range 65 West (212A Pike Divide & 9A Pueblo - Watkins pipelines)
- c. SW4 Section 24 Township 16 South Range 65 West (212A Pike Divide Mainline pipeline)

### Exhibit C

Load calculations were run for the following equipment approved to cross the lines shown in the table below:

- Clement Rock Star Trailer, Model 3434, maximum weight 97,000 lbs.
- Truck & trailer carrying drill, 8-axles, maximum weight 149,820 lbs.
- 11-axle transporter for transformer, maximum weight 443,000 lbs.
- Truck & trailer carrying electrical cable plowing equipment, 8-axles, maximum weight 179,000 lbs.

Encroachment	Latitude	Longitude	Pipe ID	Pipe Outer Diameter (in)	Depth to top of Pipe (in)
#1 - Road	N38.6665692	W104.6359573	KM 09A	20	48
#2 - Feeders	N38.6618842	W104.6330301	KM 09A	20	48
#3 - Road	N38.6445201	W104.6325073	KM 212A	20	52
#4 - Feeders	N38.6413630	W104.6291902	KM 212A	20	54
#5 - Road and Feeders	N38.6286826	W104.6224002	KM 34A	20	46
#6 - Road and Feeders	N38.6220377	W104.6125327	KM 225A	12	62
#7 - Road and Feeders	N38.6220556	W104.6124426	KM 09A	20	42 to top of 6-8" concrete casing
#8 - Road and Feeders	N38.6220736	W104.6092962	KM 248A	16	60

Depth of cover will not be reduced at the crossings.

Load calculations are for the equipment listed above only. Any equipment that exceeds FHWA gross weight limits for tandem axles vehicles or has more than 2 axles will need to submit the make, model, and operating weight of the vehicle to [PMWestEncroachments@KinderMorgan.com](mailto:PMWestEncroachments@KinderMorgan.com) prior to crossing the CIG pipelines. Load calculations will be run to determine if the equipment can safely cross the CIG pipelines at the depths of cover for the crossing locations or if additional measures will be needed to safely cross the CIG pipelines.

## Exhibit D