



OLD REPUBLIC SPECIALIZED COMMERCIAL SERVICES

530 South Main Street, Suite 1031, Akron, OH 44311 | T: 330.436.6000

OWNERSHIP AND ENCUMBRANCE REPORT

CLIENT: CENTERLINE SOLUTIONS

SEARCH START DATE:

06/18/1980

ENTITY:

AS OF DATE: 09/28/2017

ADDRESS: 16360 TABLE MOUNTAIN PARKWAY
GOLDEN, CO 80403

LOAN#: FOUNTAIN VALLEY AUTHORITY - AT&T: COU60
ORT#: 01-17074827-01S

Order Information

CUSTOMER NAME:

PROPERTY ADDRESS: 13250 RAY NIXON ROAD 5600000102, FOUNTAIN, CO 80817

COUNTY: EL PASO

Vesting Information

TITLE VESTED IN: FOUNTAIN VALLEY AUTHORITY

Deed Information

Type of Instrument

WARRANTY DEED

Grantee:

FOUNTAIN VALLEY AUTHORITY

Grantor:

CITY OF COLORADO SPRINGS, A MUNICIPAL CORPORATION

Book:

3321

Page:

569

Dated:

06/16/1980

Recorded:

06/18/1980

Doc #:

Comments:

CORRECTION WARRANTY DEED, RECORDED 05/05/1988, AS BOOK 5503, PAGE 962 OF EL PASO COUNTY RECORDS.

CORRECTION WARRANTY DEED, RECORDED 05/05/1988, AS BOOK 5503, PAGE 959 OF EL PASO COUNTY RECORDS.

NOTE: IT APPEARS DEED BOOK 5503, PAGE 962 AND DEED BOOK 5503, PAGE 959 WERE RECORDED OUT OF ORDER. DEED BOOK 5503, PAGE 959 IS THE CURRENT VESTING DEED AND CONTAINS THE CURRENT AND CORRECT LEGAL DESCRIPTION.



Customer Name: «{ERROR}»«{ERROR}»

Application #: FOUNTAIN VALLEY AUTHORITY - AT&T: COU60

Mortgage/Deed of Trust and Judgment/Lien Information

NONE

Comments and Additional Information

- (1) OIL AND GAS LEASE BY AND BETWEEN FOUNTAIN VALLEY AUTHORITY, LESSOR(S) AND TEXAS GAS EXPLORATION CORPORATION, LESSEE(S), RECORDED 08/29/1983, AS BOOK 3773, PAGE 971 OF THE EL PASO COUNTY RECORDS.
- (2) STATEMENT CONCERNING UNDERGROUND FACILITIES OF THE FOUNTAIN VALLEY AUTHORITY, RECORDED 10/23/1985 AS BOOK 5079, PAGE 705 OF EL PASO COUNTY RECORDS.
- (3) AGREEMENT AND EASEMENT IN FAVOR OF CITY OF COLORADO SPRINGS, RECORDED 08/06/1987, AS BOOK 5405, PAGE 465 OF EL PASO COUNTY RECORDS.
- (4) GRANT OF RIGHT-OF-WAY IN FAVOR OF CITY OF COLORADO SPRINGS, RECORDED 08/06/1987, AS BOOK 5405, PAGE 467 OF EL PASO COUNTY RECORDS.
- (5) EASEMENT AGREEMENT IN FAVOR OF FRONT RANGE POWER COMPANY, LLC, RECORDED 10/31/2001, AS INSTRUMENT NO. 201157841 OF EL PASO COUNTY RECORDS.

Customer Name: «{ERROR}»«{ERROR}»

Application #: FOUNTAIN VALLEY AUTHORITY - AT&T: COU60

Tax Information

Authority: **EL PASO COUNTY**
Phone No: (719) 520-7900
Tax Type: COUNTY

Tax ID: **5600000102**
Tax Year: 2016
Taxing Period: SEMIANNUAL

<u>Amount Paid:</u>	<u>Date Paid:</u>
<u>Next Tax Due</u>	<u>Next Tax Due</u>
<u>Amount:</u>	<u>Date:</u>
<u>Amount</u>	<u>Good Through</u>
<u>Delinquent:</u>	<u>Date:</u>

Comments: TAXES ARE EXEMPT

Customer Name: «{ERROR}»«{ERROR}»

Application #: FOUNTAIN VALLEY AUTHORITY - AT&T: COU60

EXHIBIT "A"

SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING MONUMENTED BY A 2 1/2" IRON PIPE AT A FENCE CORNER; THENCE S00°39'14"E ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER (AS ESTABLISHED BY PROJECTING THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 AS PRESENTLY MONUMENTED, WHICH IS ALSO THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION) 192.79 FEET TO THE POINT OF BEGINNING, WHICH POINT IS ON THE NORTHERLY LINE AS MONUMENTED OF THE PARCEL DESCRIBED IN WARRANTY DEED DATED JUNE 16, 1980 FROM THE CITY OF COLORADO SPRINGS TO THE FOUNTAIN VALLEY AUTHORITY HEREINAFTER REFERRED TO AS THE PREVIOUS PARCEL; THENCE S89°59'12"W ALONG SAID NORTHERLY LINE AND ITS WESTERLY EXTENSION 1378.33 FEET; THENCE S00°39'14"E 1291.69 FEET TO A POINT ON THE SOUTHWESTERLY LINE AS MONUMENTED OF SAID PREVIOUS PARCEL; THENCE S54°08'35"E ALONG SAID SOUTHWESTERLY LINE 694.66 FEET TO THE MOST SOUTHERLY CORNER AS MONUMENTED OF SAID PREVIOUS PARCEL; THENCE N54°02'12"E ALONG THE SOUTHEASTERLY LINE OF SAID PREVIOUS PARCEL 1004.75 FEET TO A POINT ON AFORESAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE N00°39'14"W ALONG SAID EASTERLY LINE 1108.85 FEET TO THE POINT OF BEGINNING. EXCEPT PARCEL A AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 3241 AT PAGE 232 OF THE RECORDS OF EL PASO COUNTY, COLORADO CONVEYING SAID 0.52 ACRE PARCEL TO THE UNITED STATES OF AMERICA. CONTAINING 45.0718 ACRES, TOGETHER WITH AN EASEMENT FOR ACCESS OVER EXISTING AND FUTURE ROADS CROSSING THE PROPERTY OF THE GRANTOR KNOWN AS THE HENNA RANCH.

TAX ID NO: 5600000102

Customer Name: «{ERROR}»«{ERROR}»

Application #: FOUNTAIN VALLEY AUTHORITY - AT&T: COU60

Limitation on Liability of Company

USE OF THE REPORT: All of the reports and related schedules furnished by Old Republic National Title Insurance Company ("Company"), contain information obtained from public land records. Company makes no representation or warranty concerning the accuracy or completeness of these public records and the information contained therein other than as specifically set forth below. THESE REPORTS ARE NOT ABSTRACTS OR OPINIONS OF TITLE, TITLE BINDERS, TITLE COMMITMENTS OR GUARANTEES, OR TITLE INSURANCE POLICIES.

RECORDING SERVICES: Recording services, if provided to you, include a review of any instrument offered for recording to determine whether such instrument will be accepted by the Land Record offices. This review is not an opinion of the legal sufficiency of the instrument or the priority of the lien created by it.

WARRANTY: Company warrants to you, the customer, that the information contained in any report furnished to you has been accurately reported from the public record sources available as of the effective date of the report.

Company further warrants that it will perform all recording and update services in a professional and businesslike manner. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES WITH RESPECT TO THE REPORTS AND SERVICES. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS: Company's liability for any breach of its warranty shall be limited to the actual amount of any loss incurred by you or \$30,000.00, whichever is less; liability is conditioned upon you taking all necessary steps to protect any interest you may acquire in the real property described in the report. In no event shall Company be liable for any special, incidental or consequential damages even if advised that such damages are possible or likely. This warranty is for your sole benefit and is not assigned to or intended to benefit any third party. Any other use or reliance on these reports, with or without notice to Company, for any other purpose, or by any third party, shall not create any liability. Company's warranty liability will terminate with the transfer, sale or assignment of any loan made by you that relates to the property described in the report.

In the event that a dispute arises from the closing of this transaction, OLD REPUBLIC may offer to settle the dispute through informal negotiation or either party may seek to submit the dispute to individual binding arbitration after the lapse of 30 days notice at Old Republic's sole expense. **YOU AGREE TO BRING ANY CLOSING DISPUTE IN YOUR INDIVIDUAL CAPACITY.**

AS TO FLORIDA: Company's liability limited to \$1,000.00 per FLORIDA STATUTE SECTION 627.7843.

AS TO OKLAHOMA: This report is for general information only. This report does not purport to set out the ownership or condition of the title. The ownership and condition of the title can only be determined by an attorney's examination of a complete abstract of the title. Due care and diligence have been exercised in preparing this report; however liability as to the correctness or completeness of the information shown above is limited to the cost of this report and acceptance of this by the company or persons for whom this report is made constitutes agreement and confirmation of this limitation of liability. This report does not contain certification as to Ad Valorem Tax Rolls.

6 18 80

ELP: 3321 PAGE 569

EL PASO STATE OF COLORADO FEE \$ 62
2:45 O'CLOCK P.M. JUN 18 1980
677623 ARDIS W SCHMITZ Deputy
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That the City of Colorado Springs, a municipal corporation, of City Hall, Colorado Springs, of the County of El Paso and State of Colorado, for the consideration of SIXTY-SEVEN THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-FIVE CENTS (\$67,607.55) and other good and valuable consideration, in hand paid, hereby sells and conveys to the FOUNTAIN VALLEY AUTHORITY, of c/o 370 Holly Sugar Building, Colorado Springs, of the County of El Paso and State of Colorado, so long as the same is used for a water treatment plant and no longer, and when the same shall ceased to be used as a water treatment plant, title shall revert to the City of Colorado Springs, the following real property situate in the County of El Paso and State of Colorado, to-wit:

An Irregular tract of land in the Southeast Corner of Section 19, Township 16 South, Range 65 West in El Paso County, Colorado. Commencing at a point on the center line of the 115 KV right-of-way for the R. D. Nixon Power Plant Site, from which the East 1/4 corner of said Section 19 bears N 50°-54'-20" E, a distance of 2126.12 feet (as described in said 115 KV right-of-way); thence S. 54°-24'-18" E. along said center line a distance of 1013.01 feet; thence Northeasterly at right angles to said center line a distance of 50 feet to a point on the Northerly line of said 115 KV right-of-way, said point being the point of beginning of this irregular tract of land; thence Northwesterly along the North line of the 115 KV right-of-way a distance of 638.20 feet; thence right 54° 34'-07" a distance of 1320.24 feet; thence right 89°-36'-19" a distance of 1355.45 feet; thence right 90° 09' 35" a distance of 1085.25 feet; thence right 53°-51'-04" a distance of 1052.06 feet, more or less to the point of beginning, containing approximately 45.0717 acres more or less, TOGETHER WITH AN EASEMENT for access over existing and future roads crossing the property of the Grantor known as the Hanna Ranch.

with all its appurtenances.

COPIES DELIVERED this 16th day of June, 1980.



THE CITY OF COLORADO SPRINGS
a municipal corporation
By Robert M. Isaac
Mayor

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 16th day of June, 1980, by Robert M. Isaac as Mayor of the City of Colorado Springs, and R. E. Parker as City Clerk of the City of Colorado Springs, a municipal corporation.

Robert M. Isaac
Notary Public

My commission expires:
4-5-82

STATE DOCUMENTARY
JUN 18 1980
FEE \$ 62
NCNE

5 5 88

01698686

68 MAY -5 AM 11:51

BOOK 5503 PAGE 962

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

CORRECTION WARRANTY DEED

THIS DEED, made this 5th day of May, 1988, between FOUNTAIN VALLEY AUTHORITY, of the County of El Paso and State of Colorado ("Grantor") and the CITY OF COLORADO SPRINGS, of the County of El Paso and State of Colorado ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No Hundred Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado, described as follows:

(That real property more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.)

TOGETHER, with all its appurtenances.

This deed reconveying the subject property to the City of Colorado Springs is given for the purpose of correcting a portion of the real property description in the June 16, 1980, transaction between the City of Colorado Springs and Fountain Valley Authority. A Warranty Deed will be given to Fountain Valley Authority by the City of Colorado Springs to modify the legal description contained in that Warranty Deed recorded on June 18, 1980, in Book 3321 at Page 569, of the Official Records of the Clerk and Recorder for El Paso County, Colorado.

SIGNED AND DELIVERED this 5th day of May, 1988.

FOUNTAIN VALLEY AUTHORITY

BY: James D. Phillips
James D. Phillips, President

STATE DOCUMENTARY

MAY 5 1988

FEES None

5 5 88

BOOK 5503 PAGE 963

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

Subscribed and sworn to before me this 5th day
of May, 1988, by James D. Phillips, President
of Fountain Valley Authority.

Witness my hand and official seal.

Marilyn A. Tucker
Notary Public
Address: 20 So. Nevada Blvd.
Colorado Springs, Colo. 80903



My Commission Expires:

January 28, 1992

5 5 8 8

BOOK 5503 PAGE 964

An irregular tract of land in the Southeast Corner of Section 19, Township 16 South, Range 65 West in El Paso County, Colorado. Commencing at a point on the center line of the 115 KV right-of-way for the R. D. Nixon Power Plant Site, from which the East 1/4 corner of said Section 19 bears N 50°-54'-20" E, a distance of 2128.12 feet (as described in said 115 KV right-of-way); thence S. 54°-24'-18" E. along said center line a distance of 1013.01 feet; thence Northeasterly at right angles to said center line a distance of 50 feet to a point on the Northerly line of said 115 KV right-of-way, said point being the point of beginning of this irregular tract of land; thence Northwesterly along the North line of the 115 KV right-of-way a distance of 638.20 feet; thence right 54°-34'-07" a distance of 1320.24 feet; thence right 89°-36'-10" a distance of 1355.45 feet; thence right 90°-09'-35" a distance of 1085.29 feet; thence right 53°-51'-04" a distance of 1052.06 feet, more or less to the point of beginning, containing approximately 45.0717 acres more or less, TOGETHER WITH AN EASEMENT for access over existing and future roads crossing the property of the Grantor known as the Hanna Ranch.

EXHIBIT A

5 5 88

01698685

88 MAY -5 AM 11:51

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

BOOK 5503 PAGE 959

CORRECTION WARRANTY DEED

THIS DEED, made this 5th day of May, 1988, between the CITY OF COLORADO SPRINGS, of the County of El Paso and State of Colorado ("Grantor") and FOUNTAIN VALLEY AUTHORITY, of the County of El Paso and State of Colorado ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Sixty-seven Thousand Six Hundred Seven Dollars and Fifty-five Cents (\$67,607.55) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado, so long as the same is used for a water treatment plant and no longer, and when the same shall cease to be used as a water treatment plant, title shall revert to the Grantor, to-wit:

(That real property more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.)

TOGETHER, with all its appurtenances.

This Warranty Deed is made for the purpose of correcting the legal description of real property in that certain Warranty Deed dated June 16, 1980, from Grantor above to Grantee above, recorded on June 18, 1980, in Book 3321, at Page 569, of the Official Records of the Clerk and Recorder for El Paso County, Colorado.

SIGNED AND DELIVERED this 5th day of May, 1988.

THE CITY OF COLORADO SPRINGS

By: 
Mayor Robert Isaac

STATE DOCUMENTARY

MAY 5 1988

FEE \$ NONE

5 5 8 8

BOOK 5503 PAGE 960

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

Subscribed and sworn to before me this 5th day
of May, 1988, by Mayor Robert Isaac.

Witness my hand and official seal.

Marilyn C. Kunk
Notary Public
Address: 50 So. Nevada Ave.
Colorado Springs, Colo. 80903



My Commission Expires:

January 28, 1991

5 5 88

BOOK 5503 PAGE 961

A Tract of land in the Southeast Quarter of Section 19, Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows:

Commencing at the Northeast corner of said Southeast Quarter, said corner being monumented by a 2 1/2" iron pipe at a fence corner; thence S00°39'14"E along the Easterly line of said Northeast Quarter (as established by projecting the Easterly line of the Northeast Quarter of said Section 17 as presently monumented, which is also the basis of bearing for this legal description) 192.79 feet to the point of beginning, which point is on the Northerly line as monumented of the parcel described in Warranty Deed dated June 16, 1980 from the City of Colorado Springs to the Fountain Valley Authority hereinafter referred to as the previous parcel; thence S89°59'12"W along said Northerly line and its Westerly extension 1378.33 feet; thence S00°39'14"E 1291.69 feet to a point on the Southwesterly line as monumented of said previous parcel; thence S54°08'35"E along said Southwesterly line 694.66 feet to the most Southerly corner as monumented of said previous parcel; thence N54°02'12"E along the Southeasterly line of said previous parcel 1004.75 feet to a point on aforesaid Easterly line of the Southeast Quarter of Section 19; thence N00°39'14"W along said Easterly line 1108.85 feet to the point of beginning. EXCEPT Parcel A as described in Warranty Deed recorded in Book 3241 at Page 232 of the records of El Paso County, Colorado conveying said 0.52 acre parcel to THE UNITED STATES OF AMERICA. Containing 45.0718 acres, TOGETHER WITH AN EASEMENT for access over existing and future roads crossing the property of the Grantor known as the Hanna Ranch.

EXHIBIT A

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01018922

1983 AUG 29 PM 2:23

BOOK 3773 PAGE 971

ARDIS RECORDS
El Paso County, Colorado

OIL AND GAS LEASE

21.00

THIS AGREEMENT made this 7th day of June, 1983, between Fountain Valley Authority, P.O. Box 1103, Colorado Springs, Colorado 80947, Lessor, and Texas Gas Exploration Corporation, 3300 1st International Plaza, Houston, Texas 77002, Lessee.

W I T N E S S E T H :

1. Lessor, in consideration of Ten and More Dollars (\$10.00 and More), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas, and the constituents thereof, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in El Paso County, Colorado, to wit:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, and their constituents underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this Lease shall be deemed to contain 65.08 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this Lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the well, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil and gas from said land for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above-described land and is shut in, this Lease shall continue in effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, this Lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on or before each anniversary of the shut-in date of such well, this Lease shall continue in effect for successive period of twelve (12) months each. Notwithstanding anything to the contrary herein contained, the shut-in gas provision of this Lease shall only be applicable to maintain the Lease in force as follows: After the

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BOOK 3773 PAGE 972

expiration of the primary term hereof, this Lease may be kept in force and effect solely by payment of shut-in gas well royalty as provided for not more than five (5) consecutive one (1) year periods.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one (1) year from this date, the Lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor, Fountain Valley Authority, P.O. Box 1103, Colorado Springs, Colorado 80947, the sum of Forty-Five Dollars and Eight Cents (\$45.08), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, on or before the rental paying date, shall be deemed payment as herein provided. The cash down payment in consideration for this Lease according to its terms and shall not be allocated as next rental for a period. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above-described premises and thereby surrender this Lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this Lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit has given Lessee notice, in accordance with the terms of this Lease hereinafter set forth, of his right to receive rental, and of such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessor's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this Lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above-described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this Lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the Lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations

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BOOK 3773 PAGE 973

for drilling a new well or reworking an old well, this Lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on this Lease shall cease, this Lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this Lease shall continue as long thereafter as oil, gas, other hydrocarbons or other mineral is produced and so long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this Lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres, for oil, and not exceeding one hundred and forty (140) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this Lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this Lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this Lease, whether or not the well or wells be located on the premises covered by this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest herein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination. Notwithstanding anything to the contrary herein contained, pooling of the land covered by this Lease with other lands will not be done without prior written consent of Lessor's governing body, which consent shall not be unreasonably withheld.

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BOOK 3773 PAGE 974

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above-described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement in the event that said above-described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessee, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. No pooling, unitization or combination of the lands covered by this lease under a cooperative or unit plan of development shall be done without prior written consent of Lessor's governing body, which consent shall not be unreasonably withheld.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the Leased Premises and be relieved of all obligations as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed that no well shall be drilled on any of the lands above described, unless the prior written consent of Lessor's governing body is obtained, which consent shall not be unreasonably withheld. The Lessee agrees to promptly pay to the owner thereof any damages caused by or resulting from any operations of Lessee. Lessee further agrees to restore the above-described lands as nearly as reasonably practicable to the conditions existing prior to the Lessee's operations thereon.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this Lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several lessorhold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other lessorhold owners hereunder. In case Lessor assigns this Lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law.

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BOOK 3773 PAGE 975

Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this Lease, oil or gas is discovered upon the Leased Premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this Lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil or gas and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. In the event that Lessor, during the primary term of this Lease, receives from any other party a bona fide offer to purchase from Lessor a Lease covering any or all of the substances covered by this Lease and covering all or a portion of the land described herein, with the Lease becoming effective upon expiration of this Lease, Lessor hereby agrees to notify Lessee in writing that an offer has been received and the Lessor will thereafter grant Lessee the option of bidding pursuant to Lessor's policies and resolutions then in force to purchase a lease. All offers made up to and including the last day of the primary term of this Lease shall be subject to the terms and conditions of this Section.

All of the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This Agreement shall be binding on each of the above-named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, the Fountain Valley Authority has caused its corporate seal to be hereto affixed and these presents to be signed and delivered by its duly authorized officer and Commissioner to Convey this 11th day of July, 1983.

FOUNTAIN VALLEY AUTHORITY



BY: James O. Phillips
President

ATTEST:

Edward M. Wiley
Secretary

The foregoing instrument was acknowledged before me this 11th day of July, 1983, by James O. Phillips, President, Fountain Valley Authority.

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BOOK 3773 PAGE 975

WITNESS MY HAND AND OFFICIAL SEAL.

Antoinette J. Carpio
Notary Public



My Commission Expires: April 29, 1985
Residing at: 840 Holly
Colorado Springs, Colorado 80903

TEXAS GAS EXPLORATION CORPORATION

BY: L. E. Baker
L. E. Baker, Vice President



STATE OF TEXAS)
COUNTY OF HARRIS) ssi

On this 4th day of August, 1983, before me personally appeared L. E. BAKER to me personally known, who, being by me duly sworn, did say that he is the Vice President of Texas Gas Exploration Corporation and that the seal affixed to said instrument in the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L. E. BAKER acknowledged said instrument to be the free act and deed of said corporation.



Witness my hand and seal this 4th day of August
Mary S. Chickadonz
Notary Public
MARY CHICKADONZ
Notary Public in State of Texas
My Commission Expires Dec 31, 1985
Resided by Denver & Associates

June 30th, 1983

The foregoing Lease is in due form according to law and is hereby approved.

[Signature]
Utilities Attorney

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BOOK 3773 PAGE 977

EXHIBIT A

EXHIBIT "A" attached to and made a part of Oil and Gas Lease dated June 7th, 1983, by and between Fountain Valley Authority, as LESSOR, and Texas Gas Exploration Corporation, as LESSEE.

An irregular tract of land in the Southeast Corner of Section 19, Township 16 South, Range 65 West in El Paso County, Colorado. Commencing at a point on the center line of the 115 KV right-of-way for the R.D. Nixon Power Plant Site, from which the East $\frac{1}{4}$ corner of said Section 19 bears N 50° -54'-20" E, a distance of 2126.12 feet (as described in said 115 KV right-of-way); thence S. 54° -24'-18" E. along said center line a distance of 1013.01 feet; thence Northeasterly at right angles to said center line a distance of 50 feet to a point on the Northerly line of said 115 KV right-of-way, said point being the point of beginning of this irregular tract of land; thence Northwestery along the North line of the 115 KV right-of-way a distance of 638.20 feet; thence right 54° 34'-07" a distance of 1320.24 feet; thence right 89°-36'-19" a distance of 1355.45 feet; thence right 90° 09' 35" a distance of 1085.29 feet; thence right 59°-51'-04" a distance of 1052.06 feet, more or less to the point of beginning.

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ARC'S UNIT
COUNTY OF SPRINGS
FOUNTAIN VALLEY AUTHORITY

P.O. Box 1103
Colorado Springs, CO 80947

9325

COLORADO SPRINGS
FOUNTAIN VALLEY AUTHORITY

SEP 23 1985

SECURITY
STRATEGIC UNIT

STATEMENT CONCERNING
UNDERGROUND FACILITIES OF THE
FOUNTAIN VALLEY AUTHORITY

The attached documents describe the location of the underground facilities of the Fountain Valley Authority. The General location of the pipeline and telemetry cable lies west of Interstate 25 and runs from the base of Pueblo Dam to the location immediately north of Academy Blvd. in Colorado Springs. If you plan to dig in this general location, please call (303) 676-5917 for assistance. There is no charge for locator service; however, Fountain Valley Authority will recover repair and damage expenses under the provisions of Senate Bill No. 172, in those instances where locator service was not requested.

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FOUNTAIN VALLEY CONDUIT AND
PUMPING PLANTS NOS. 1, 2, 3 AND 4

Beginning in the Northeast Quarter (NE-1/4) of Section 30, Township 25 South, Range 66 West, (T. 25 S., R. 66 W.), of the Sixth Principal Meridian (6th P.M.) at Station 0+05.00 on the intake manifold to Pumping Plant No. 1, being the intersection of the joint use manifold and the intake manifold, which point bears S50°39'W a distance of 2,726.4 feet from the Northeast corner of said section:

A strip of land being 60 feet in width, 30 feet each side from Station 0+05.00 to Station 1+22.73 thence 160.5 feet in width, 60 feet left and 100.5 feet right, to Station 2+04.73 thence 60 feet in width, 30 feet each side from Fountain Valley Conduit Station 83+10.24 to Station 712+00.00 thence 250 feet in width, 125 feet each side, through Pumping Plant No. 2 site to Station 716+00 thence 60 feet in width, 30 feet each side, to Station 1576+02.73 thence 150 feet in width, 75 feet each side, through Hanna Ranch regulating tank site to Station 1577+52.73 thence beginning at Station 10+00.00 on suction line being 60 feet in width, 30 feet each side, to Station 22+53.04 thence 200 feet in width, 70 feet left and 130 feet right, through Pumping Plant No. 3 site to Station 26+03.04 thence beginning at Station 159+35.07 Fountain Valley Conduit being 60 feet in width, 30 feet each side, to Station 1865+00 thence 250 feet in width, 125 feet each side, through Pumping Plant No. 4 site to Station 1870+00.00 thence beginning at Station 1868+06.48 being 60 feet in width, 30 feet each side, to Station 2145+06.75 thence 140 feet in width, 70 feet each side, through

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Stratmoor Hills tank site to Station 2146+44.75, more particularly described as follows:

Beginning at Station 0+25.00 intake manifold to Pumping Plant No. 1 located on a tangent N65°00'E a distance of 109.31 feet to P.O.T. Station 1+22.73;

thence on a tangent N89°55'E a distance of 182.00 feet to the Eastern boundary of Pumping Plant No. 1 yard;

continuing thence from a point 15.50 feet South being Station 83+10.24 Fountain Valley Conduit a distance of 2.00 feet to P.I. Station 83+12.24 with angle left;

thence on a tangent N40°00'E a distance of 932.50 feet to P.C. Station 92+44.74;

thence on a curve to the left with a radius of 600.00 feet for 629.30 feet to P.T. Station 98+74.04;

thence on a tangent N20°06'W a distance of 335.95 feet to P.C. Station 102+09.99;

thence on a curve to the right with a radius of 600.00 feet for 703.71 feet to P.I. Equation Station 104+13.66 BK = 104+28.11 AH.;

thence on a tangent N0°39'W a distance of 1,618.05 feet to P.C. Station 122+46.17;

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thence on a curve to the right with a radius of 700.00 feet for 487.02 feet to P.T. Station 127+33.19 BK. = 127+39.08 AH.;

thence on a tangent N35°13'E a distance of 446.43 feet to P.C. Station 131+85.51;

thence on a curve to the left with a radius of 1,000.00 feet for 278.42 feet to P.T. Station 134+63.94;

thence on a tangent N23°16'E a distance of 665.38 feet to P.O.T. Station 141+29.32 beginning of B&O Railroad crossing tunnel, thence a distance of 227.11 feet to Station 143+56.43, end tunnel, begin riprap area (see attached description), thence a distance of 952.95 feet to P.L. Station 153+00.38;

thence on a curve to the right with a radius of 750.00 feet for 397.38 feet to P.T. Station 157+06.76;

thence on a tangent N53°37'E a distance of 396.78 feet to P.C. Station 161+03.54;

thence on a curve to the left with a radius of 750.00 feet for 650.14 feet to P.T. Station 167+53.68;

thence on a tangent N03°57'E a distance of 364.95 feet to P.C. Station 171+18.63;

thence on a curve to the left with a radius of 750.00 feet for 482.35 feet to P.T. Station 176+00.98;

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thence on a tangent N32°54'W a distance of 759.93 feet to P.I. Station 183+60.91 with angle right;

thence on a tangent N21°34'E a distance of 125.45 feet to P.C. Station 184+46.36;

thence on a curve to the right with a radius of 750.00 feet for 549.73 feet to P.T. Station 190+36.09;

thence on a tangent N63°34'E a distance of 6,936.32 feet to P.C. Station 259+72.41.

thence on a curve to the left with a radius of 500.00 feet for 559.38 feet to P.T. Station 265+31.79;

thence on a tangent N00°32'W a distance of 2,485.30 feet to P.O.T. Equation Station 290+17.09 BK = 311+30.33 AH. thence a distance of 3,894.68 feet to P.C. Station 350+26.01;

thence on a curve to the right with a radius of 500.00 feet for 116.85 feet to P.T. Equation Station 351+41.85 BK = 351+42.39 AH.;

thence on a tangent N70°11'E a distance of 41.25 feet to P.O.T. Station 351+01.25 (begin U.S. Highway 50 crossing tunnel) thence a distance of 195.35 feet to Station 353+79.60 (end tunnel) thence a distance of 82.98 feet to P.C. Station 354+62.48;

thence on a curve to the left with a radius of 500.00 feet for 117.14 feet to P.I. Equation Station 355+79.67 BK = 355+80.20 AH.;

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thence on a tangent N00°35'W a distance of 32,409.56 feet to P.O.T. Station 679+89.76 (Northern boundary Pueblo West) thence a distance of 2,355.38 feet to P.C. Station 703+45.14;

thence on a curve to the left with a radius of 500.00 feet for 210.17 feet to P.T. Station 705+55.31;

thence on a tangent N24°40'W a distance of 644.69 feet to P.O.T. Station 712+00.00 (begin Pumping Plant No. 2 site) thence a distance of 400.00 feet to P.O.T. Station 716+00.00 (end Pumping Plant No. 2 site) thence a distance of 11,283.52 feet to P.C. Station 828+83.52;

thence on a curve to the right with a radius of 1,000.00 feet for 403.59 feet to P.T. Station 832+87.11;

thence on a tangent N01°32'W a distance of 14,803.36 feet to P.I. Equation Station 980+90.47 BK = 975+57.39 AH. with angle right;

thence on a tangent N35°01'E a distance of 8,703.97 feet to P.C. Station 1,062+61.36;

thence on a curve to the left with a radius of 1,000.00 feet for 621.42 feet to P.T. Station 1,060+82.78;

thence on a tangent N00°36'W a distance of 14,950.70 feet to P.C. Station 1,217+33.48;

thence on a curve to the left with a radius of 2,000.00 feet for 398.32 feet to P.T. Station 1,221+32.40.

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thence on a tangent N13°02'W a distance of 1,953.51 feet to P.C. Station 1,240+96.01;

thence on a curve to the right with a radius of 1,000.00 feet for 225.53 feet to P.T. Station 1,243+51.64;

thence on a tangent N01°36'E a distance of 785.02 feet to P.C. Station 1,251+36.66;

thence on a curve to the right with a radius of 1,000.00 feet for 350.04 feet to P.T. Station 1,254+86.70;

thence on a tangent N21°40'E a distance of 857.21 feet to P.C. Station 1,263+43.91;

thence on a curve to the left with a radius of 500.00 feet for 203.05 feet to P.T. Station 1,265+46.96;

thence on a tangent N01°36'W a distance of 8,595.37 feet to P.O.I. Station 1,351+42.33 (Southern boundary of City of Colorado Springs property) thence a distance of 159.59 feet to P.C. Station 1,353+01.92;

thence on a curve to the right with a radius of 500.00 feet for 139.96 feet to P.T. Station 1,355+01.88;

thence on a tangent N21°18'E a distance of 356.13 feet to P.C. Station 1,357+60.01;

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thence on a curve to the right with a radius of 500.00 feet for 445.15 feet to P.T. Station 1,362+05.16;

thence on a tangent S72°19'E a distance of 500.00 feet to P.C. Station 1,368+95.68;

thence on a curve to the left with a radius of 500.00 feet for 160.22 feet to P.T. Station 1,370+55.90;

thence on a tangent N53°05'E a distance of 611.84 feet to P.C. Station 1,376+67.74;

thence on a curve to the left with a radius of 500.00 feet for 334.09 feet to P.T. Station 1,380+01.83;

thence on a tangent N15°40'E a distance of 1,869.38 feet to P.I. Station 1,398+71.21 with angle left;

thence on a tangent N35°13'W a distance of 284.16 feet to P.C. Station 1,401+55.37;

thence on a curve to the right with a radius of 200.00 feet for 197.80 feet to P.T. Station 1,403+03.17 B.Y. - 1,402+99.99 A.H.;

thence on a tangent N21°08'W a distance of 48.10 feet to P.C. Station 1,483+48.09;

thence on a curve to the right with a radius of 1,000.00 feet for 368.48 feet to P.T. Station 1,487+16.56;

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thence on a tangent N00°01'W a distance of 2,705.54 feet to P.C. Station 1,514+21.90;

thence on a curve to the left with a radius of 1,000.00 feet for 1,057.71 feet to P.T. Station 1,519+45.36;

thence on a tangent N30°00'W a distance of 272.49 feet to P.C. Station 1,522+17.85;

thence on a curve to the right with a radius of 1,000.00 feet for 1,057.71 feet to P.T. Equation Station 1,532+75.56 BK. = 1,534+49.49 AH.;

thence on a tangent N30°35'E a distance of 99.51 feet to P.O.T. Station 1,535+48.00 (begin Hanna Ranch railroad crossing tunnel) thence a distance of 152.00 feet to P.O.T. Station 1,537+00.00 (end tunnel) thence a distance of 242.82 feet to P.C. Station 1,539+42.82;

thence on a curve to the left with a radius of 700.00 feet for 369.82 feet to P.T. Station 1,543+12.64;

thence on a tangent N00°19'E a distance of 9.96 feet to P.C. Station 1,543+22.50;

thence on a curve to the left with a radius of 700.00 feet for 542.43 feet to P.T. Station 1,548+55.37;

thence on a tangent N44°06'W a distance of 191.02 feet to P.C. Station 1,550+56.35;

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thence on a curve to the left with a radius of 500.00 feet for 225.11 feet to P.T. Station 1,552+61.46;

thence on a curve to the left with a radius of 500.00 feet for 225.11 feet to P.T. Station 1,562+57.15;

thence on a curve to the right with a radius of 1,000.00 feet for 719.13 feet to P.T. Station 1,569+76.28;

thence on a tangent N26°24'W a distance of 626.45 feet to P.O.T. Station 1,576+02.73 (begin Hanna Ranch regulating tank site) thence a distance of 150.00 feet to P.O.T. Station 1,577+52.73 (end site);

Continuing thence from Station 10+00.00 (begin suction line) which point bears S24°37'W a distance of 1,892.8 feet from the East Quarter corner of Section 19, Township 16 South, Range 65 West (T. 16 S., R. 65 W.);

thence on a tangent S00°01'W a distance of 110.00 feet to P.I. Station 11+10.00 with angle right;

thence on a tangent S70°41'W a distance of 776.12 feet to P.C. Station 18+36.12;

thence on a curve to the right with a radius of 1,000.00 feet for 337.07 feet to P.T. Station 22+23.19;

thence on a tangent N90°00'W a distance of 29.85 feet to P.O.T. Station 22+53.04 (begin Pumping Plant No. 3 site) thence a distance of 350.00 feet to P.O.T. Station 26+03.04 (end Pumping Plant No. 3 site);

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continuing thence from Station 1,597+35.07 Fountain Valley Conduit which point bears S46°21'W a distance of 2,917.8 feet from the East Quarter
T. 16 S., R. 65 W., Township 16 South Range 65 West (T. 16 S., R. 65 W.);

thence on a tangent N01°13'W a distance of 1,652.85 feet to P.C. Station 1,613+87.92;

thence on a curve to the left with a radius of 1,000.00 feet for 361.77 feet to P.T. Station 1,617+49.69;

and City of Colorado Springs property P.O.C. Station 1,617+24.49

thence on a tangent N21°57'W a distance of 2,755.48 feet to P.O.T. Equation Station 1,645+05.17 BK. = 1,647+13.89 AH.;

thence a distance of 4,968.33 feet to P.C. Station 1,696+82.22;

thence on a curve to the right with a radius of 500.00 feet for 105.68 feet to P.T. Station 1,697+87.90;

thence on a tangent N09°50'W a distance of 179.77 feet to P.C. Station 1,699+67.67;

thence on a curve to the left with a radius of 500.00 feet for 105.62 feet to P.T. Station 1,700+73.19;

thence on a tangent N27°56'W a distance of 407.17 feet to P.C. Station 1,704+80.36;

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thence on a curve to the right with a radius of 600.00 feet for 205.49 feet to P.T. Station 1,706+85.85;

thence on a tangent N42°18'W a distance of 101.92 feet to P.O.I. Station 1,717+87.75 (begin Charter Oak Ranch Road crossing tunnel) thence a distance of 69.01 feet to P.O.T. Station 1,718+56.76 (end tunnel begin Fort Carson Military Reservation) thence a distance of 87.71 feet to P.C. Station 1,719+44.47;

thence on a curve to the left with a radius of 500.00 feet for 174.53 feet to P.T. Station 1,721+19.00;

thence on a tangent N22°18'W a distance of 237.53 feet to P.C. Station 1,723+56.53;

thence on a curve to the right with a radius of 500.00 feet for 185.05 feet to P.T. Station 1,725+41.58;

thence on a tangent N01°06'W a distance of 3,957.79 feet to P.C. Station 1,764+99.37;

thence on a curve to the left with a radius of 600.00 feet for 158.73 feet to P.T. Station 1,766+58.10;

thence on a tangent N16°16'W a distance of 1,509.01 feet to P.C. Station 1,781+62.11;

thence on a curve to the right with a radius of 1,000.00 feet for 220.24 feet to P.T. Station 1,783+82.35;

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thence on a tangent N03°38'W a distance of 1,245.88 feet to P.C. Station 1,796+28.23;

thence on a curve to the right with a radius of 500.00 feet for 349.00 feet to P.T. Equation Station 1,799+88.22 BK. = 1,800+04.63 AH.;

thence on a tangent N37°37'E a distance of 247.72 feet to P.C. Station 1,802+52.35;

thence on a curve to the left with a radius of 300.00 feet for 235.06 feet to P.T. Equation Station 1,804+87.41 BK. = 1,805+00.23 AH.;

thence on a tangent N07°17'W a distance of 3,377.60 feet to P.C. Station 1,838+77.83;

thence on a curve to the left with a radius of 500.00 feet for 241.31 feet to P.T. Station 1,841+19.14;

thence on a tangent N38°05'W a distance of 2,380.86 feet to P.O.T. Station 1,865+00.00 (begin Pumping Plant No. 4 site) thence a distance of 500.00 feet to P.U.T. Station 1870+00.00 (end Pumping Plant No. 4 site);

Continuing thence from P.O.C. Station 1,868+06.48 which point bears N38°05'W a distance of 254.26 feet from the Southeast corner of Pumping Plant No. 4 site;

thence on a curve to the left with a radius of 500.00 feet for 177.45 feet to P.T. Equation Station 1,869+83.93 BK. = 1,869+06.96 AH.;

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thence on a tangent N22°03'E a distance of 989.25 feet to P.C. Station 1,879+71.21;

thence on a curve to the left with a radius of 900.00 feet for 272.43 feet to P.T. Equation Station 1,887+06.64 BK. = 1,881+95.12 AH.;

thence on a tangent N24°10'W a distance of 1,842.59 feet to P.C. Station 1,900+37.71;

thence on a curve to the left with a radius of 1,500.00 feet for 189.91 feet to P.T. Station 1,907+27.62;

thence on a tangent N31°25'W a distance of 2,679.93 feet to P.C. Station 1,929+07.55;

thence on a curve to the right with a radius of 700.00 feet for 174.96 feet to P.T. Station 1,930+82.51;

thence on a tangent N17°06'W a distance of 55.49 feet to P.O.T. Station 1,931+38.00 (begin Magrath Ave. crossing tunnel) thence a distance of 94.00 feet to Station 1,932+30.00 (end tunnel) thence a distance of 193.21 feet to P.C. Station 1,934+25.23;

thence on a curve to the left with a radius of 700.00 feet for 264.47 feet to P.T. Equation Station 1,936+89.65 BK. = 1,936+91.51 AH.;

thence on a tangent N8°45'W a distance of 3,632.50 feet to P.I. Station 1,973+24.01 with angle left.

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thence on a tangent N39°01'W a distance of 3,116.37 feet to P.C. Station 2,004+40.38;

thence on a curve to the left with a radius of 700.00 feet for 170.09 feet to P.T. Station 2,006+16.07;

thence on a tangent N53°24'W a distance of 1,640.91 feet to P.C. Station 2,022+56.98;

thence on a curve to the right with a radius of 1100.00 feet for 658.21 feet to P.T. Station 2,029+15.19;

thence on a tangent N19°07'W a distance of 1,085.20 feet to P.C. Station 2,040+00.39;

thence on a curve to the left with a radius of 600.00 feet for 207.29 feet to P.T. Equation Station 2,042+07.68 Bk. = 2,042+08.33 Al.;

thence on a tangent N38°55'W a distance of 2,091.97 feet to P.O.T. Station 2,063+00.00 (begin utility line crossing tunnel) thence a distance of 240.00 feet to P.O.T. Station 2,055+40.00 (end tunnel) thence a distance of 1,504.60 feet to P.C. Station 2,080+44.60;

thence on a curve to the left with a radius of 1,000.00 feet for 152.94 feet to P.T. Station 2,081+97.94;

thence on a tangent N47°40'W a distance of 1,418.34 feet to P.C. Station 2,096+15.09;

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2+5079 to 0720

thence on a curve to the left with a radius of 700.00 feet for 183.34 feet to P.T. Station 2,097+99.23;

thence on a tangent N42°41'W a distance of 2,456.57 feet to P.C. station 2,122+56.74;

thence on a curve to the right with a radius of 500.00 feet for 318.86 feet to P.T. Station 2,125+74.60;

thence on a tangent N26°00'W a distance of 772.29 feet to P.O.T. Station 2,133+46.89 (begin Academy Blvd. crossing tunnel) thence a distance of 338.11 feet to P.O.T. Station 2,136+25.00 (end tunnel) thence a distance of 207.43 feet to P.C. Station 2,129+02.42;

thence on a curve to the left with a radius of 500.00 feet for 218.17 feet to P.T. Station 2,141+10.60;

thence on a tangent N51°00'W a distance of 394.15 feet to P.O.T. Station 2,145+04.75 (begin Stratmoor Hills terminal tank site) thence a distance of 140.00 feet to end Station 2,146+44.75.

ACCESS ROAD PUMPING PLANT NO. 2

Beginning 42.18 feet South of Northern boundary of Pueblo West, an extension of Blackstone Drive at Station 9+75.70 to Station 47+73.5:

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A strip of land measured at right angles to the centerline of the Access Road to Pumping Plant No. 2, extending to and limited by the property lines 50 feet in width, 25 feet on each side of said centerline, from P.O.T. Station 10+17.08 to P.C. Station 44+81.45, and 70 feet in width, 35 feet on each side of said centerline, from P.C. Station 44+81.45 to P.O.C. Station 47+73.44, more particularly described as follows:

Beginning at P.O.T. Station 10+17.88 a point on the South line of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Eight (8) which point bears N89°31'E a distance of 394.89 feet from the West Quarter corner of Section Eight (8) and proceeding,

Thence on a tangent N01°00'W a distance of 391.61 feet to P.C. Station 14+09.49;

Thence on a curve to the right with a radius of 1,145.92 feet for 821.42 feet to P.T. Station 22+30.91;

Thence on a tangent N40°04'E a distance of 2,250.54 feet to P.C. Station 34+01.45;

Thence on a curve to the left with a radius of 409.25 feet for 292.05 feet to P.O.C. Station 47+73.5;

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SEC 5079 REV 0722

ACCESS ROAD PUMPING PLANT NO. 4

A strip of land measured at right angles to the centerline of the Access Road to Pumping Plant No. 4, extending to and limited by the property lines, 120 feet in width, 50 feet each side of said centerline, from P.O.T. Station 10+28.54 to P.O.T. Station 10+78.00;

Thence 50 feet in width, 25 feet each side of said centerline, from P.O.T. Station 10+78.00 to P.O.T. Station 21+50.00;

Thence 90 feet in width, 45 feet each side of said centerline from P.O.T. Station 21+50.00 to P.O.C. Station 43+50.00;

Thence 115 feet in width, 45 feet on the right and 70 feet on the left of said centerline, from P.O.C. Station 43+50.00 to P.O.T. Station 46+77.18 which centerline is more particularly described as follows:

Beginning at P.O.T. Station 10+28.54 a point on the West edge of the pavement of Fort Carson Frontage Road Route One (1) which said point bears S18°18'W a distance of 2,619.0 feet from the northeast corner of Section Thirty Six (36) and proceeding,

Thence on a tangent S79°00'W a distance of 203.32 feet to P.C. Station 12+31.80;

Thence on a curve to the right with a radius of 100.00 feet for 109.78 feet to P.T. Equation Station 13+41.64;

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Thence on a tangent N38°05'W a distance of 500.21 feet to P.C. Station 18+41.85;

Thence on a curve to the left with a radius of 400.00 feet for 208.57 feet to P.T. Equation Station 20+50.42 BK. = 20+31.46 AH.;

Thence on a tangent N67°58'W a distance of 327.17 feet to P.C. Station 23+58.63;

Thence on a curve to the right with a radius of 1500.00 feet for 191.37 feet to P.T. Station 25+50.00;

Thence on a tangent N60°39'W a distance of 469.62 feet to P.C. Station 30+19.62;

Thence on a curve to the right with a radius of 650.00 feet for 198.50 feet to P.T. Station 32+18.12;

Thence on a tangent N43°09'W a distance of 255.95 feet to P.C. Station 34+74.07;

Thence on a curve to the right with a radius of 300.00 feet for 231.32 feet to P.T. Station 37+05.39;

Thence on a tangent N01°01'E a distance of 554.33 feet to P.C. Station 42+59.72;

Thence on a curve to the right with a radius of 65.00 feet for 129.14 feet to P.T. Station 43+28.86;

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Thence on a tangent S85°09'E a distance of 76.02 feet to P.C. Station 44+64.89;

Thence on a curve to the right with a radius of 250.00 feet for _____ feet to P.O.C. Station 45+25.68;

RIPRAP AREA NORTH OF D&RGW RAILROAD

A parcel of land situated in and being a part of the East Half (E-1/2) of the Northeast Quarter (NE-1/4) of Section 25, Township 20 South, Range 66 West, (T. 20 S., R. 66 W.) and the West Half (W-1/2) of the Northwest Quarter (NW-1/4) of Section 30, Township 20 South, Range 65 West (T. 20 S., R. 65 W.), of the Sixth Principal Meridian (6th P.M.), Pueblo County, State of Colorado, more particularly described as follows:

Beginning at point 1 on the line between Sections 25 and 30 which bears S00°50'0" a distance of 787.5 feet from the North corner between Sections 25 and 30 and proceeding,

thence on a tangent S00°50'E a distance of 114.18 feet to a point 450.00 feet left of P.O.T. Station 151+55.46; Fountain Valley Conduit

thence on a tangent N23°16'E a distance of 153.02 feet to a point 450.00 feet left of P.C. Station 153+09.38;

thence on a curve to the right with a radius of 1,200.00 feet for 615.81 feet to a point 450.00 feet left of P.I. Station 157+06.76;

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thence on a tangent S36°23'E a distance of 550.00 feet to a point 100.00 feet right of P.T. Station 157+06.76;

thence on a curve to the left with a radius of 650.00 feet for 344.40 feet to a point 100.00 right of P.C. Station 153+09.38;

thence on a tangent S23°16'W a distance of 409.38 feet to a point 100.00 feet right of P.O.T. Station 149+00.00;

thence on a tangent N66°44'W a distance of 70.00 feet to a point 30.00 feet right of P.O.T. Station 149+00.00;

thence on a tangent S23°16'W a distance of 531.07 to a point on the northern right-of-way of the N&RGW Railroad;

thence on a tangent N89°21'W a distance of 117.20 feet along the D&RGW Railroad right-of-way at section line;

thence on a tangent N00°50'W a distance of 10.00 feet to a point on section line and D&RGW Railroad right-of-way (point 2);

thence on a tangent N89°21'W a distance of 181.50 feet to a point on the D&RGW Railroad right-of-way (point 3);

thence on a tangent N23°11'W a distance of 627.10 feet to point 4;

thence on a tangent N00°50'W a distance of 430.00 feet to point 5;

thence on a tangent N89°10'E a distance of 420.00 feet to point 1, point of beginning.

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This parcel contains the 60-foot strip described from P.O.T. Station 143+56.43 to P.T. Station 157+06.76 in the Fountain Valley Conduit easement.

FOUNTAIN VALLEY AND SECURITY LATERALS

A strip of land being 60 feet in width 30 feet each side of the Fountain Valley Conduit-Lateral and Security Lateral, from P.O.T. Station 11+34.93 to P.O.T. Station 140+00.00, thence 16 feet in width, 8 feet each side of line, to P.I. Station 203+40.92, thence 60 feet in width, 30 feet each side of line, to P.O.C. Station 267+00.00, thence 50 feet in width, 20 feet right and 30 feet of left of line, to P.O.T. Station 277+00.00, thence 60 feet in width, 30 feet each side of line, to P.O.T. Station 387+49.65, thence 16 feet in width, 8 feet each side of line, to P.O.T. Station 409+08.04, thence 10 feet in width 5 feet each side of line to P.O.T. Station 410+13.04, which point being the intersection of Security Lateral and the Southern boundary of Security terminal tank yard, more particularly described as follows:

Beginning at P.O.T. Station 11+34.93 a point on the Eastern boundary of Pumping Plant No. 4 site which bears N38°05'W a distance of 103.14 feet from the Southeast corner of Pumping Plant No. 4 site:

thence on a tangent N74°02'E a distance of 1,122.62 feet to P.O.T. Station 22+57.55 (begin Interstate 25 highway crossing) thence a distance of 299.57 feet to P.O.T. Station 25+57.22 (end tunnel) thence 0.03 feet to P.C. Station 25+54.05;

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thence on a curve to the right with a radius of 700.00 feet for 71.49 feet to P.T. Equation Station 26+35.54 BK. = 26+35.61 AH.;

thence on a tangent N79°53'E a distance of 491.28 feet to P.I. Station 31+26.89 with angle left;

thence on a tangent N56°50'E a distance of 400.92 feet to P.C. Station 34+27.81;

thence on a curve to the right with a radius of 700.00 feet for 93.05 feet to P.T. Equation Station 36+20.87 BK. = 36+04.85 AH.;

thence on a tangent N64°27'E a distance of 926.22 feet to P.I. Station 45+31.07 with angle right;

thence on a tangent S70°18'E a distance of 518.15 feet to P.I. Station 48+49.22 with angle left;

thence on a tangent N89°35'E a distance of 1,149.34 feet to P.O.T. Station 59+98.56 (begin Highway 85 and railroad crossing tunnel) thence a distance of 430.95 feet to P.O.T. Station 64+29.51 (end tunnel) thence a distance of 380.40 feet to P.I. Station 68+09.91 with angle left;

thence on a tangent N39°50'E a distance of 1,647.50 feet to P.I. Station 84+57.41 with angle right;

thence on a tangent N71°37'E a distance of 267.88 feet to P.I. Station 87+05.29 with angle left;

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thence on a tangent $N49^{\circ}43'E$ a distance of 481.85 feet to P.I. Station 91+87.14 with angle right;

thence on a tangent $N89^{\circ}36'E$ a distance of 465.15 feet to P.O.T. Station 96+52.29 (begin Fountain Mesa Road crossing tunnel) thence a distance of 60.30 feet to P.O.T. Station 97+12.59 (end tunnel), thence a distance of 629.56 feet to P.I. Station 103+42.15 with angle left;

thence on a tangent $N39^{\circ}13'E$ a distance of 2,417.19 feet to P.I. Station 127+59.34 with angle left;

thence on a tangent $N00^{\circ}32'W$ a distance of 1,084.50 feet to P.I. Station 138+43.84 with angle right;

thence on a tangent $N16^{\circ}16'E$ a distance of 156.16 feet to P.O.T. Station 140+00.00 thence a distance of 1,785.03 feet to P.C. Station 157+85.03;

thence on a curve to the right with a radius of 242.00 feet for 158.42 feet to P.I. Station 159+43.45;

thence on a tangent $N53^{\circ}47'E$ a distance of 410.21 feet to P.C. Station 163+53.66;

thence on a curve to the left with a radius of 488.00 feet for 170.40 feet to P.T. Station 165+24.06;

thence on a tangent $N33^{\circ}46'E$ a distance of 179.81 feet to P.C. Station 167+03.87;

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thence on a curve to the right with a radius of 512.00 feet for 186.15 feet to P.T. Station 168+90.02;

thence on a tangent N64°36'E a distance of 163.27 feet to P.I. Station 170+53.39 (end Fountain Valley Conduit-Lateral, begin Security Lateral - see also Parcel E, Pipeline Access Easement) with angle left.

thence on a tangent N00°31'W a distance of 915.72 feet to P.C. Station 179+69.11;

thence on a curve to the left with a radius of 298.00 feet for 187.94 to P.T. Station 181+57.05;

thence on a tangent N36°38'W a distance of 984.14 feet to P.C. Station 191+41.19;

thence on a curve to the left with a radius of 278.00 feet for 169.85 feet to P.T. Station 193+11.04;

thence on a tangent N71°39'W a distance of 133.90 feet to P.C. Station 194+14.94;

thence on a curve to the right with a radius of 142.00 feet for 175.9 feet to P.T. Station 196+20.91;

thence on a tangent N00°38'W a distance of 720.01 feet to P.I. Station 203+40.92 with angle right;

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thence on a tangent N45°28'E a distance of 116.31 feet to P.I. Equation
Station 204+57.23 BK. = 204+16.07 AH. with angle left;

thence on a tangent N15°03'W a distance of 1,143.82 feet to P.I. Station
218+59.89 with angle left;

thence on a tangent N24°08'W a distance of 871.42 feet to P.I. Station
227+31.31 with angle left;

thence on a tangent N60°26'W a distance of 2,253.38 feet to P.I. Station
249+84.69 with angle right;

thence on a tangent N42°48'W a distance of 1,332.42 feet to P.C. Station
263+17.11;

thence on a curve to the left with a radius of 500.00 feet for 191.14 feet
to P.T. Station 265+08.25;

thence on a tangent N54°43'W a distance of 9.54 feet to P.C. Station
265+17.79;

thence on a curve to the left with a radius of 500.00 feet for 182.21 feet
to P.O.C. Station 267+00.00 thence 135.74 feet to P.I. Station 268+35.74;

thence on a tangent S78°51'W a distance of 864.26 feet to P.O.T. Station
277+00.00 thence a distance of 453.92 feet to P.C. Station 281+53.92;

thence on a curve to the left with a radius of 500.00 feet for 249.10 feet
to P.T. Station 284+03.11;

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thence on a tangent S52°17'W a distance of 429.91 feet to P.C. Station 288+33.04;

thence on a curve to the right with a radius of 500.00 feet for 733.57 feet to P.T. Equation Station 295+71.55 BK. = 294+19.88 AH.;

thence on a tangent N43°05'W a distance of 2,566.15 feet to P.I. Station 319+86.03 with angle left;

thence on a tangent N47°42'W a distance of 3,340.87 feet to P.I. Station 353+26.90 with angle right;

thence on a tangent N05°51'E a distance of 3,422.75 feet to P.O.T. Station 387+49.65 thence a distance of 405.24 feet to P.C. Station 391+54.89;

thence on a curve to the left with a radius of 300.00 feet for 297.28 feet to P.T. Station 395+52.17;

thence on a tangent N52°49'W a distance of 27.87 feet to P.C. Station 395+80.04;

thence on a curve to the right with a radius of 329.46 feet for 145.17 feet to P.T. Station 397+25.21;

thence on a tangent N27°34'W a distance of 50.39 feet to P.I. Station 397+75.60 with angle right;

thence on a tangent N66°27'E a distance of 1.13 feet to P.L. Station 397+76.73;

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thence on a curve to the left with a radius of 169.31 feet for 178.84 feet to P.T. Equation Station 399+55.57 BK. = 399+56.19 AN.;

thence on a tangent N05°56'E a distance of 284.34 feet to P.T. Station 402+40.53;

thence on a curve to the left with a radius of 488.00 feet for 219.14 feet to P.T. Station 404+59.67;

thence on a tangent N19°47'W a distance of 213.80 feet to P.C. Station 406+73.47;

thence on a curve to the left with a radius of 108.00 feet for 169.65 feet to P.T. Station 408+43.12;

thence on a tangent S70°13'W a distance of 23.18 feet to P.I. Station 408+66.30 with angle right;

thence on a tangent N19°47'W a distance of 41+74 feet to P.O.T. Station 409+08.04 thence a distance of 105.00 feet to P.O.T. Station 410+13.04 which point is the intersection of Security Lateral and the Southern boundary of Security terminal tank yard.

PIPELINE ACCESS TO WIDEFIELD TANKYARD

Beginning at point number ten (10) which point bears S27°45'W a distance of 3294.4 feet from the Northeast corner of Section Twenty (20) and proceeding,

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page 5079 nec 0733

thence S00°32'E a distance of 90.00 feet to Point No. 6;

thence N64°15'W a distance of 125.96 feet to Point No. 7;

thence N54°35'E a distance of 23.56 feet to Point No. 8;

thence N00°31'W a distance of 66.98 feet to Point no. 9;

thence S64°15'E a distance of 104.38 feet to Point No. 10.

the place of beginning.

WIDEFIELD TANKYARD

One parcel of land situated in and being a part of the Southwest Quarter (SW-1/4) of the Northeast Quarter (NE-1/4), and the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of Section Twenty (20), Township Fifteen South, Range Sixty-Five West (T. 15 S., R. 65 W.) of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado, more particularly described as follows:

Tract FvC-181, Parcel A, Fee

Beginning at point number one (1) which point bears S20°51'W a distance of 2904.0 feet from the Northeast corner of Section Twenty (20) and proceeding,

thence S00°19'E a distance of 239.37 feet to Point No. 2;

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thence S89°41'W a distance of 200.00 feet to Point No. 3;
thence S01°24'E a distance of 159.93 feet to Point No. 4;
thence S89°47'W a distance of 303.93 feet to Point No. 5;
thence N00°32'W a distance of 350.00 feet to Point No. 11;
thence N89°45'E a distance of 237.23 feet to Point No. 12;
thence N00°19'W a distance of 49.08 feet to Point No. 13;
thence N89°41'E a distance of 265.00 feet to Point No. 1,
the place of beginning, containing 3.60 acres, more or less.

SECURITY TANK YARD

A parcel of land situated in and being a part of the South Half (S-1/2) of the North Half (N-1/2), and the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4), of Section One (1), Township Fifteen South, Range Sixty-Six West (T. 15 S., R. 66' W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado, more particularly described as follows:

Tract FVC-194, Parcel A, Fee

Beginning at point number one (1) which point bears N40°52'W a distance of 3979.8 feet from the Southeast corner of Section One (1) and proceeding,

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Thence S70°11'W a distance of 150.0 feet to point No. 2;

Thence N19°49'W a distance of 200.0 feet to point No. 3;

Thence N70°11'E a distance of 150.0 feet to point No. 4;

Thence S19°49'E a distance of 200.0 feet to point No. 1, the place of beginning.

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BOOK 5405 PAGE 465

ARLON W. SCHMIDT
El Paso County Clerk & Recorder

AGREEMENT AND EASEMENT
"AS BUILT"

For and in consideration of One and no/100 dollars 1372
(81.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Fountain Valley Authority hereby gives and grants to the City of Colorado Springs, a perpetual easement over, under and across the property herein described for the installation of electric service lines, together with necessary fixtures and attachments. This easement shall be for such electric service as actually installed with the right to maintain the same in their installed location. Should the undersigned, his successors and assigns request that the electric lines or any fixtures and attachments be moved, they will only be moved or relocated at the expense of the property owner, who shall provide a like easement for installation at a new location.

This easement covers the following described property situated in the County of El Paso and State of Colorado, to-wit:

Over, under and across a portion of Lot ---, Block ---,
----- Subdivision Filing No. ---,
----- at Page --- of the records of El Paso County, Colorado, commonly known as Fountain Valley Authority

Treatment Plans

Said easement to be ten (10) feet wide, five (5) feet each side of a centerline as shown on the attached print. Said print is made a part of this Agreement and Easement.

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal, this 4th day of August, A.D. 1987.

Marijano C. Nicks

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

James D. Phillips (Seal)
JAMES D. PHILLIPS
President, Fountain Valley Authority (Seal)

_____(Seal)

_____(Seal)

The foregoing instrument was acknowledged before me this 4th day of August, 1987, by James D. Phillips

My Commission Expires:
My Commission Expires January 26, 1988

Marijano C. Nicks
Notary Public
30 So. Nevada Ave.
Address of Notary

W.O.# 870623-00 JOB# 5 AF# 4433

FR-55
4186

Jim Van Riper
Jim Van Riper

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BOOK 5405 PAGE 467

ARUN A. SLAMITT
El Paso County Clerk & Recorder

GRANT OF RIGHT-OF-WAY

RECEIVED of the CITY OF COLORADO SPRINGS, for sum of TEN AND NO/100000 ¹³⁰⁰
DOLLARS (\$10.00), in consideration of which the undersigned hereby grants
to the CITY OF COLORADO SPRINGS, its successors and assigns, a perpetual
Right-of-Way and Easement for the construction, maintenance and operation
of a lightning detector system, including necessary wires, together with
necessary fixtures and attachments over, under and across a 20 foot square
tract of land in the Southeast Quarter of Section 19, Township 16 South,
Range 65 West of the 6th P.M., El Paso County, Colorado, described as
follows:

Commencing at the Northeast corner of said Southeast Quarter of
Section 19; thence S 00° 39' 14" E along the Easterly line of
said Southeast Quarter (being a projection of the Easterly line
of the Northeast Quarter of said Section 19 as presently monu-
mented; said line being the basis of bearing for this legal
description) 192.79 feet; thence S 89° 59' 12" W along the
Northerly line of the Fountain Valley Authority property 576.65
feet; thence S 00° 00' 48" E 4.00 feet to the point of beginning;
thence continuing S 00° 00' 48" E 20.00 feet; thence S 89° 59' 12"
W 20.00 feet; thence N 00° 00' 48" W 20.00 feet; thence N 89°
59' 12" E 20.00 feet to the point of beginning. Containing 400
square feet. Together with perpetual access rights to said tract
for construction and maintenance.

together with the right to enter upon said property for the purpose of
making repairs and replacements to said lines and facilities.

And also grant unto said Grantee, the right to trim any trees which
may interfere with the construction and operation of said electrical lines.

It is understood that the City will reimburse the owner for any
damages caused by an entry upon the above described property for the
purpose of installing, repairing or maintaining said installations.

IN WITNESS WHEREOF, the undersigned have hereunto set his hand
and seal this 4th day of August, A.D. 1987.

ATTEST:

James D. Phillips (Seal)
JAMES D. PHILLIPS
PRESIDENT OF THE FOUNTAIN VALLEY AUTHORITY (Seal)

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 4th
day of August, 1987, by James D. Phillips

Arundel C. Slamitt
Notary Public

My Commission Expires:
My Commission Expires January 28, 1988



J. Patrick Kelly El Paso Cty, CO
10/31/2001 09:07
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Rec \$60.00 1 of 12

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EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made and entered into this 30th day of May, 2001 ("Effective Date") by and between the **FOUNTAIN VALLEY AUTHORITY**, a political subdivision of the State of Colorado, whose address is 13250 Ray Nixon Road, Fountain, CO 80817 ("Grantor"), and **FRONT RANGE POWER COMPANY, LLC**, a Colorado limited liability company, whose address is 1521 South Hancock Expressway, Colorado Springs, Colorado 80910 ("Grantee") (both Grantor and Grantee hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, Grantee intends to develop, construct, operate and maintain an approximately 480 MW natural gas-fired combined-cycle electric generation facility and ancillary and related facilities (the "Project") on a portion of the Clear Spring Ranch, El Paso County, Colorado (the "FRPC Property"); and

WHEREAS, Grantor owns real property described in Exhibit A (the "FVA Property") located adjacent to the Clear Spring Ranch upon and over which Grantee desires to obtain an easement for the installation, maintenance, operation, replacement, servicing, repair and use of underground telephone, cable and fiber optic lines for the Project; and

WHEREAS, Grantor agrees to grant an easement over, under, upon, across and through the FVA Property, and Grantee agrees to accept such easement, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance of Easement.**

1.1 **Grant.** For good and valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a twenty-five (25) foot wide easement, more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Easement"), which Easement Grantee may enter, occupy and use for the installation, maintenance, operation, replacement, servicing, repair and use of underground telephone, cable, fiber optic and similar telecommunications lines and related facilities and equipment (collectively, the "Facilities"). The Easement is to be used primarily to house the Facilities, which shall be located below ground, and

related facilities and equipment (collectively, the "Facilities"). The Easement is to be used primarily to house the Facilities, which shall be located below ground, and Grantee shall only be permitted to use the Easement for the placement of any other facilities or equipment that are on or above the surface of the ground while installing, maintaining, replacing, servicing or repairing the Facilities, and then only for the period of time necessary to effect such installation, maintenance, replacement, service or repair.

1.2 **Duration.** The Easement shall run with the land for a term commencing on the Effective Date and continuing until the date upon which the FRPC Property reverts to the City of Colorado Springs in accordance with the Special Warranty Deed as recorded at Reception No. 201157838 in the records of the Clerk and Recorder of El Paso County, Colorado.

2. **Easement Survey.** Exhibit C, attached hereto and incorporated herein by reference, is a graphic representation of the Easement. In the event the legal description attached as Exhibit B is inconsistent with the graphic representation in Exhibit C, the legal description contained in Exhibit B shall control.

3. **Ingress and Egress.** Grantee, its successors and assigns, and their respective employees, agents, contractors, and representatives shall have and may exercise the right of ingress and egress in, to, on, through, over, under and across the FVA Property and the private roads located on the FVA Property for access to and from the Easement for the installation, maintenance, operation, replacement, servicing, repair and use of the Easement and the Facilities, and any other activities reasonably related thereto. Except in the event of an emergency, Grantee shall use reasonable efforts to notify Grantor, by telephone, prior to exercising its right of ingress and egress hereunder, but failure to so notify Grantor shall not diminish or otherwise affect Grantee's rights under this Agreement, including, without limitation, Grantee's right of ingress and egress granted hereunder. The foregoing exercise of the right of ingress and egress shall not unreasonably interfere with Grantor's operations on the FVA Property. In the event Grantor notifies Grantee of any such unreasonably interference, Grantee shall promptly modify, or cause to be modified, the exercise of such rights of ingress and egress, and will work with Grantor in good faith to resolve the interference. To the extent reasonably practicable, Grantee shall use existing gates, roads, trails and facilities on the FVA Property to avoid disruption of Grantor's operations on the FVA Property.

4. **Grantor's Rights.** Except as provided in Paragraph 5 below, Grantor shall retain the right to make full use of the FVA Property, provided that such use shall not endanger or interfere with the rights of Grantee with respect to the Easement or Facilities as provided herein, or increase Grantee's costs of construction, operation or maintenance of the Easement or the Facilities. Grantor shall not perform or allow to be performed underground work or other activities within the Easement or on the FVA Property that may disturb the Easement or the Facilities without obtaining the prior written permission of Grantee.

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5. **Surface Installations in Easement.** Grantor shall not construct or place any structure, facility or building on any part of the Easement without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. If Grantor constructs or places any structure, facility or building within the Easement without the prior consent of Grantee, Grantor shall reimburse Grantee for any expenses of Grantee associated with removing such structure, facility or building or repairing or replacing the Facilities as a result of the construction or removal of any such structure, facility or building.
6. **Relocation of Easement and Facilities.** At any time, Grantor may relocate, in whole or in part, the Easement and the Facilities if the Easement and the Facilities create an unreasonable impediment to Grantor's operation, maintenance or repair of Grantor's facilities on the FVA Property, and provided that such relocation does not diminish or interrupt Grantee's rights with respect to the Easement or the services of the Facilities, or create unreasonable costs for Grantee to effect such relocation. Subject to the foregoing, Grantor shall provide Grantee with no less than ninety (90) days' advance written notice of any requested relocation. If the relocation of the Easement and the Facilities does not diminish or interrupt Grantee's rights with respect to the Easement or the services of the Facilities, and does not create unreasonable costs for Grantee in effecting such relocation, Grantee shall, at its sole cost and reasonable expense, relocate the Facilities to a new easement on the FVA Property granted by Grantor and reasonably acceptable to Grantee. Upon any such relocation, the Parties shall promptly execute and record a new easement agreement on terms substantially similar to those contained in this Agreement.
7. **Repair, Restoration.** Grantee shall repair or reimburse Grantor for the reasonable cost of repair for any physical damage done by or resulting from actions or operations of Grantee, its agents or employees, to the FVA Property in the installation, maintenance, operation, replacement, servicing, repair or use of the Facilities. Grantee shall promptly restore or repair the surface of the FVA Property, to the extent any material degradation of the FVA Property can be reasonably demonstrated by Grantor to have occurred because of the activities of Grantee conducted on the FVA Property in the installation, maintenance, operation, replacement, servicing, repair and use of the Facilities, to the condition of the FVA Property as of the Effective Date or as near as may be reasonably possible, giving due consideration to the effect of any third-party or external impact on such FVA Property since the Effective Date.
8. **Maintenance of Easement.** Grantee shall have the right from time to time to cut, trim, control, and remove trees, brush and other surface obstructions that injure or interfere with Grantee's use, occupation or enjoyment of the Easement or the installation, maintenance, operation, replacement, servicing, repair or use of the Easement or the Facilities.
9. **Subjacent and Lateral Support; Waiver of Surface Rights.**
- 9.1 **No Impairment.** Grantor shall not impair the lateral or subjacent support of the Easement or the Facilities.

9.2. **Waiver.** Grantor hereby waives, releases, and relinquishes to Grantee all of Grantor's surface rights to the Easement including, without limitation, the rights of ingress and egress on, to, over and across the Easement for the purpose of exploring, testing, drilling, mining, removing, producing, storing, treating or transporting any minerals, mineral rights, water rights or groundwater, by pipeline or otherwise, or the performance of any mining operations or removal of earth from the surface of the Easement.

10. **Assignability.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties. Grantee may assign to or create a security interest in favor of any person or entity providing debt or equity financing for the Project in Grantee's rights and interests in, under, or pursuant to this Agreement, the Easement or the Facilities, and Grantor agrees to promptly give its consent and acknowledgment to any such assignment or security interest upon Grantee's request therefor.

11. **Nature of Easement and Additional Uses.** The Easement shall be deemed to touch and concern the land. Grantor may permit and authorize such other uses of the FVA Property, not otherwise reserved in Grantor, upon such reasonable terms, limitations and conditions as will not impair or interfere with Grantee's rights in the Easement, the Facilities and the services thereof, and the FVA Property created hereunder.

12. **Warranty of Title.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in its title to the land involved or its right to make the grant contained herein upon any claim by any party claiming by, through or under Grantor.

13. **Release and Indemnification.** To the extent expressly permitted by law, Grantee hereby releases Grantor and shall fully protect, defend, indemnify and hold harmless Grantor, its officers, directors, employees, agents and representatives from and against any and all claims, causes of action, or liability of any nature arising out of or related to the installation, maintenance, operation, replacement, servicing, repair and use of the Facilities by Grantee, its employees, contractors, agents or representatives. This release of and indemnification for all claims, causes of action or liability shall include, without limitation, any personal injury, death or property damage sustained as a result of the act or failure to act of Grantor, its officers, directors, employees, agents and representatives in assisting Grantee with the installation, maintenance, operation, replacement, servicing or repair of the Facilities in accordance with this Agreement, unless any such injury or damage is caused by the gross negligence or willful, intentional or wanton conduct of Grantor, its officers, directors, employees, agents and representatives.

14. **Limitation of Liability.** Notwithstanding any other provision herein to the contrary, Grantee's total aggregate liability to Grantor under this Agreement for any liability not covered by insurance (other than any liability caused by Grantee's gross

negligence or willful or wanton misconduct) shall not exceed the fair market value of the FVA Property upon which the Easement is located. Such market value shall be determined by an independent appraiser engaged by Grantee and reasonably acceptable to Grantor at the first instance of Grantee's liability to Grantor hereunder, if any.

15. **Insurance.** Grantee shall ensure that it or any of its contractors performing work on its behalf on the FVA Property maintain the following insurance with limits not less than stated below:

15.1 **Workers' Compensation.** Workers' compensation in accordance with the requirements of the State of Colorado;

15.2 **Employer's Liability.** Employer's liability insurance of not less than \$500,000 per occurrence;

15.3 **General Liability.** Commercial general liability insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage;

15.4 **Automobile Liability.** Automobile liability insurance including owned and hired vehicles with a combined single limit of \$500,000 per occurrence for bodily injury and property damage; and

15.5 **Excess Liability.** Excess liability insurance with a combined single limit of \$1,000,000 per occurrence.

16. **Mechanic's and Materialmen's Liens.** In no event shall the Parties allow any mechanic's or materialmen's liens to attach against the Easement, the Facilities or the FVA Property for materials supplied or work performed at its request or for its benefit. To the extent expressly permitted by law, each Party shall indemnify and hold the other harmless from any cost or expense incurred by such other Party to release any such mechanic's or materialmen's liens from the Easement, the Facilities or the FVA Property.

17. **Notice.** Except as otherwise provided in Paragraph 3, all other notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Grantee: Front Range Power Company, LLC
1521 South Hancock Expressway
P. O. Box 1103, Mail Code 1806
Colorado Springs, CO 80947-1806
Attn: Steve Christensen
Telephone: (719) 668-5641
Telecopy: (719) 668-5651

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and

El Paso Merchant Energy, L.P.
1001 Louisiana Street
Houston, TX 77102
Attn: William C. Mack
Telephone: (713) 420-6735
Telecopy: (713) 420-3977

and

El Paso Merchant Energy, L.P.
1001 Louisiana Street
Houston, TX 77102
Attn: General Counsel
Telephone: (713) 429-4601
Telecopy: (713) 420-2813

With a copy to:

Holland & Hart LLP
555 Seventeenth Street, Suite 3200
Denver, CO 80202
Attn: Mark D. Safty
Telephone: (303) 295-8549
Telecopy: (303) 295-8261

If to Grantor:

Fountain Valley Authority
13250 Ray Nixon Road
Fountain, CO 80817
Attn: Stephen Dellacroce
Telephone: (719) 668-9090
Telecopy: (719) 668-9085

With a copy to:

Colorado Springs Utilities
General Counsel's Office
P. O. Box 1103, Mail Code 946
Colorado Springs, CO 80947-0946
Attn: Gregory L. Johnson, Esq.
Telephone: (719) 668-8012
Telecopy: (719) 668-8048

Notice given by personal delivery, overnight delivery or mail shall be effective upon actual receipt. The Parties may change any address to which Notice is to be given by giving notice as provided above of such change of address.

18. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The exclusive venue and

jurisdiction for any litigation arising from this Agreement shall be in the District Court of the City and County of Denver, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

19. **Entire Agreement.** This Agreement, along with all exhibits and attachments referenced in this Agreement, represents the entire agreement between the Parties and supersedes all previous written or oral communications, understandings, and agreements between the Parties, including that certain Interim Agreement Regarding Easement for Telephone, Cable and Fiber Optic Lines between the Parties, dated March 29, 2001 (the "Interim Agreement"); provided, however, that Sections 3 and 8 of the Interim Agreement shall survive the execution and delivery of this Agreement by the Parties.

20. **Amendments.** Any waiver, modification, or amendment of this Agreement shall be effective only in writing and signed by an authorized representative of each Party.

21. **Nonwaiver.** No failure to exercise any power given by this Agreement or to insist upon strict compliance with obligations required hereunder, and no custom or practice at variance with the terms of this Agreement shall constitute a waiver of any such power or term, or the relinquishment of the right to demand exact compliance with the terms hereof.

22. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original as against the Party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 12th day of
June, 2001, by William C. Mack as MANAGER
of Front Range Power Company, LLC.

Witness my hand and official seal.

My Commission Expires: 9-20-04

Olga L. Smith
Notary Public



EXHIBIT A

Legal Description of the FVA Property

That certain tract situated in El Paso County, Colorado and described in the instrument recorded in Book 3321 at Page 569, and corrected by the instrument recorded in Book 5503 at Page 959.

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EXHIBIT B

Legal Description of the Easement

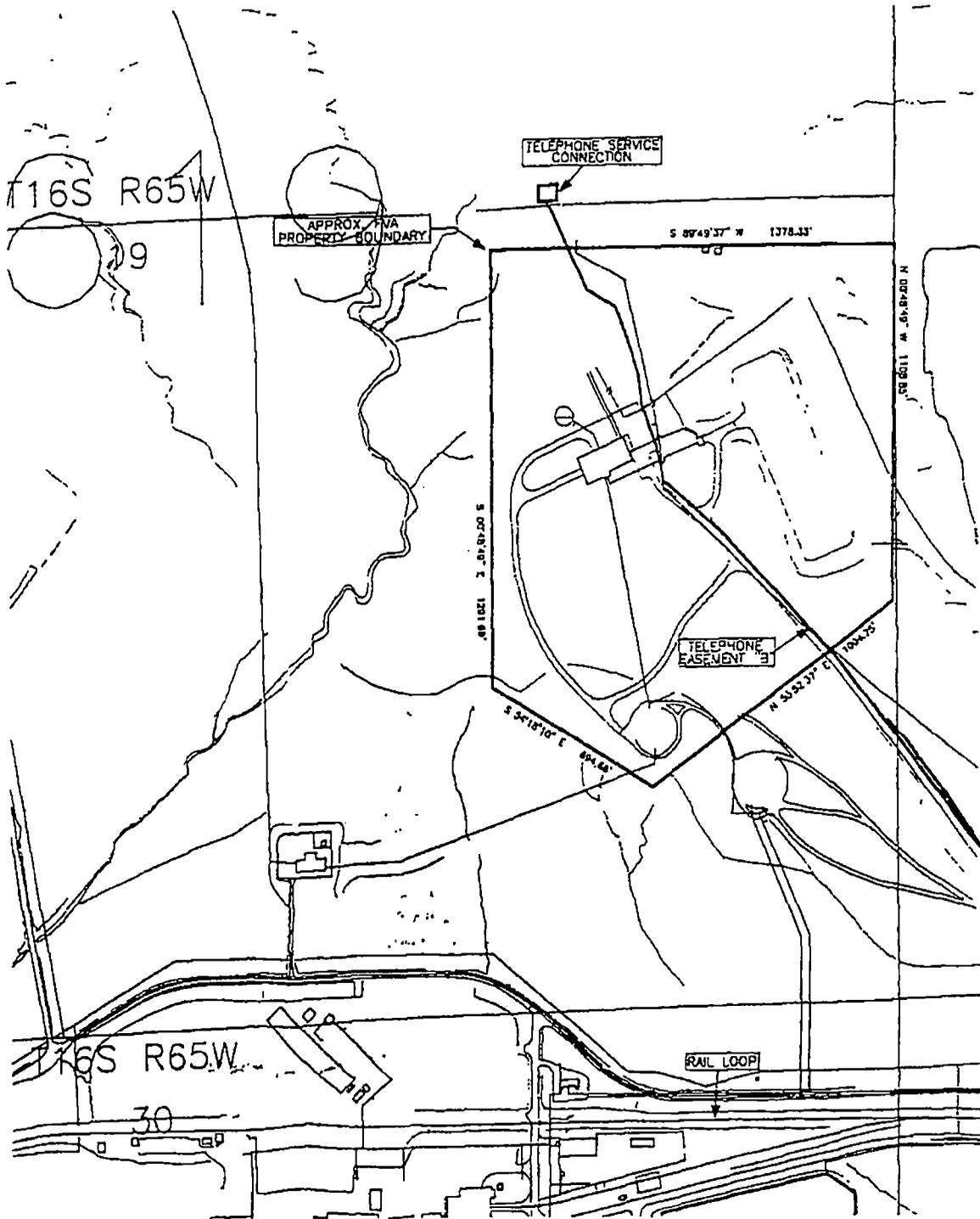
CENTERLINE "B"

An easement 25.0 feet in width in Section 19; Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado, lying 12.50 feet on both sides of the following described centerline:

Beginning at a point on the southeasterly line of said tract described in instrument recorded in Book 3321 at Page 569, and corrected by instrument recorded in Book 5503 at Page 959, said point being North 53°52'37" East, 722.16 feet from its most southerly corner;
thence North 42°54'56" West, 508.47 feet;
thence North 48°02'50" West, 142.46 feet;
thence North 49°56'00" West, 130.61 feet;
thence North 10°54'09" West, 110.44 feet;
thence North 21°10'11" West, 134.59 feet;
thence North 08°28'18" West, 106.35 feet;
thence North 17°06'13" West, 106.99 feet;
thence North 21°26'32" West, 128.30 feet;
thence North 58°41'51" West, 115.84 feet;
thence North 25°21'59" West, 110.05 feet to intersect the North line of said tract described in instrument recorded in Book 3321 at Page 569, and corrected by instrument recorded in Book 5503 at Page 959, at a point that lies North 89°49'37" East, 304.08 feet from the northwest corner thereof, and the terminus of this centerline, the side lines being lengthened or shortened as necessary to intersect said North and Southeast lines.

EXHIBIT C

The Easement granted herein is shown as Telephone Easement "B" below.



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