



TOWN OF ERIE
 Community Development Department – Planning Division
 645 Holbrook Street – PO Box 750 – Erie, CO 80516
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

| STAFF USE ONLY | | |
|-----------------------------------|-----------------|------------|
| FILE NAME: | | |
| FILE NO: <u>PD A 000 927-2017</u> | DATE SUBMITTED: | FEES PAID: |

PROJECT/BUSINESS NAME: ERIE COMMONS

PROJECT ADDRESS: ERIE PARKWAY BETWEEN BRIGGS STREET AND POWERS STREET

PROJECT DESCRIPTION: GENERAL DEVELOPMENT PLAN PD ZONING AMENDMENT #9

LEGAL DESCRIPTION *(attach legal description if Metes & Bounds)*

Subdivision Name: ERIE COMMONS

| | | | | | |
|--------------------|-----------------|-------------------|--------------------|---------------------|-------------------|
| Filing #: <u>4</u> | Lot #: <u>1</u> | Block #: <u>5</u> | Section: <u>19</u> | Township: <u>1N</u> | Range: <u>68W</u> |
|--------------------|-----------------|-------------------|--------------------|---------------------|-------------------|

OWNER *(attach separate sheets if multiple)*

Name/Company: Community Development Group of Erie

Contact Person: Jon Lee

Address: 2500 Arapahoe Avenue #220

City/State/Zip: Boulder, CO 80302

Phone: 303-442-2299 Fax: _____

E-mail: jonlee@cdgcolorado.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Community Development Group of Erie

Contact Person: Jon Lee

Address: 2500 Arapahoe Avenue #220

City/State/Zip: Boulder, CO 80302

Phone: 303-442-2299 Fax: _____

E-mail: jonlee@cdgcolorado.com

MINERAL RIGHTS OWNER *(attach separate sheets if multiple)*

Name/Company: Anadarko Petroleum Company

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO 80202

MINERAL LEASE HOLDER *(attach separate sheets if multiple)*

Name/Company: Anadarko Petroleum Company

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO 80202

LAND-USE & SUMMARY INFORMATION

Present Zoning: Community Commercial (CC)

Proposed Zoning: MDR / CC

Gross Acreage: 25,2

Gross Site Density (du/ac): _____

Lots/Units Proposed: 160 DU + Commercial Pads

Gross Floor Area: _____

SERVICE PROVIDERS

Electric: United Power

Metro District: Erie Commons Metropolitan District

Water *(if other than Town)*: _____

Gas: Xcel

Fire District: Mountain View Fire District

Sewer *(if other than Town)*: _____

PAGE TWO MUST BE SIGNED AND NOTARIZED

| DEVELOPMENT REVIEW FEES | | | |
|--|-----------------------------|--|-----------------------------|
| ANNEXATION | | SUBDIVISION | |
| <input type="checkbox"/> Major (10+ acres) | \$ 4000.00 | <input type="checkbox"/> Sketch Plan | \$ 1000.00 + 10.00 per lot |
| <input type="checkbox"/> Minor (less than 10 acres) | \$ 2000.00 | <input type="checkbox"/> Preliminary Plat | \$ 2000.00 + 40.00 per lot |
| <input type="checkbox"/> Deannexation | \$ 1000.00 | <input type="checkbox"/> Final Plat | \$ 2000.00 + 20.00 per lot |
| COMPREHENSIVE PLAN AMENDMENT | | <input type="checkbox"/> Minor Subdivision Plat | \$ 2000.00 |
| <input type="checkbox"/> Major | \$ 3000.00 | <input type="checkbox"/> Minor Amendment Plat | \$ 1000.00 + 10.00 per lot |
| <input type="checkbox"/> Minor | \$ 1200.00 | <input type="checkbox"/> Road Vacation (constructed) | \$ 1000.00 |
| ZONING/REZONING | | <input type="checkbox"/> Road Vacation (paper) | \$ 100.00 |
| <input checked="" type="checkbox"/> Rezoning | \$ 1700.00 + 10.00 per acre | SITE PLAN | |
| <input type="checkbox"/> PUD Rezoning | \$ 1700.00 + 10.00 per acre | <input type="checkbox"/> Residential | \$ 1400.00 + 10.00 per unit |
| <input type="checkbox"/> PUD Amendment | \$ 1700.00 + 10.00 per acre | <input type="checkbox"/> Non-Resl. (>10,000 sq. ft.) | \$ 2200.00 |
| <input type="checkbox"/> Major PD Amendment | \$ 3700.00 + 10.00 per acre | <input type="checkbox"/> Non-Resl. (>2,000 sq. ft.) | \$ 1000.00 |
| <input type="checkbox"/> Minor PD Amendment | \$ 500.00 | <input type="checkbox"/> Non-Resl. (<2,000 sq. ft.) | \$ 200.00 |
| SPECIAL REVIEW USE | | <input type="checkbox"/> Amendment (major) | \$ 1100.00 |
| <input type="checkbox"/> Major | \$ 1000.00 | <input type="checkbox"/> Amendment (minor) | \$ 350.00 |
| <input type="checkbox"/> Minor | \$ 400.00 | VARIANCE \$ 600.00 | |
| <input type="checkbox"/> Oil & Gas | \$ 1200.00 | SERVICE PLAN \$ 10,000.00 | |
| All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES. | | | |

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: [Signature] Date: 5/20/19
 Owner: _____ Date: _____
 Applicant: [Signature] Date: 5/20/19

STATE OF COLORADO)
 County of Boulder) ss.
 The foregoing instrument was acknowledged before
 me this 20th day of May, 2019,
 by [Signature]

My commission expires: 11-22-2022
 Witness my hand and official seal.

[Signature]
 Notary Public

**TOWN OF ERIE
AFFIDAVIT OF PUBLIC HEARINGS NOTICE POSTING**

Erie Commons Amendment to GDP and Zoning
Erie Commons Amendment to Filing 4 Final Plat

(PROJECT NAME & APPLICATION TYPE)

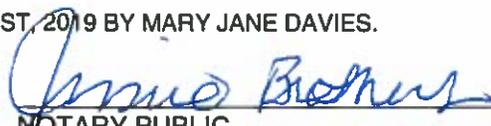


I, MARY JANE DAVIES, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10.7.2 D. NOTICE WAS POSTED ON AUGUST 12, 2019 WHICH IS AT LEAST 15 DAYS BEFORE THE SCHEDULED PLANNING COMMISSION HEARING ON SEPTEMBER 4, 2019 AND BOARD OF TRUSTEES HEARING ON SEPTEMBER 10, 2019. THE PHOTOS ABOVE ARE A TRUE AND CORRECT REPRESENTATION OF THE PUBLIC HEARING NOTICES THAT HAVE BEEN POSTED.


(SIGNATURE OF PERSON THAT POSTED NOTICE)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 13TH DAY OF AUGUST, 2019 BY MARY JANE DAVIES.
WITNESS MY HAND AND OFFICIAL SEAL


NOTARY PUBLIC

JESSICA BROTHERS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 19984021002
My Commission Expires 7/30/2022

ERIE COMMONS
GENERAL DEVELOPMENT PLAN AND PD ZONING AMENDMENT
MAY 2019

NARRATIVE

The purpose of this requested amendment to the General Development Plan and PD Zoning is to amend Planning Area District designations, density ranges, target units and non-residential square footage areas for one parcel (B-4A). With this amendment request, an application is being submitted to amend the Comprehensive Plan zoning for this parcel from Community Commercial to Community Commercial and Medium Density Residential.

The reason for this request is due to builder interest in the parcel that necessitates amending the Planning Area District. Developer has received requests from builders interested in a site that will allow a higher density and commercial pads and is pursuing those inquiries as the Town is reviewing these submittals. The potential purchasers (commercial and residential) are entering into contracts at this time and will be processing site plans immediately. Development will begin as soon as site plans are approved by the Town.

Approving this amendment will increase the opportunity for diversity of residential unit types and the option for commercial pad sites within the Town’s core. The proposal complies with the Town’s vision for a high quality, mixed use neighborhood at its core.

Current

| Parcel | Land Use | Planning Area (District) | Gross Acres | Density Range | Target Units | Non-Res. Areas |
|--------|------------|--------------------------|-------------|-----------------|--------------|----------------|
| B-4A | Commercial | Old Town Commercial | 25.2 | 0.15 - 0.35 FAR | | 305,000 |

Proposed

| Parcel | Land Use | Planning Area (District) | Gross Acres | Density Range | Target Units | Non-Res. Areas |
|--------|-------------|--------------------------|-------------|-----------------|--------------|------------------|
| B-4A | Commercial | Old Town Commercial | 11.2 | 0.15 - 0.35 FAR | | 73,180 – 170,755 |
| B-7 | Residential | Mid-Town Residential | 14.0 | 7.5 12.0 | 160 | |

Parcel B-4A of the Erie Commons General Development Plan is currently zoned for Community Commercial/Old Town Commercial and consists of 25.2 gross acres. With this amendment it is proposed that this parcel will be divided into PA B-4A and PA B-7 with separate Land Uses / Planning Area Districts.

Parcel B-4A (consisting of 11.2 gross acres fronting Erie Parkway) will become “Convenience Commercial” Planning Area District. Convenience Commercial is an allowed Planning Area use per the Erie Commons General Development Plan. It is proposed that Parcel B-4A will accommodate 5-6 pads for commercial users.

Parcel B-7 (consisting of 14.0 gross acres south of Erie Parkway and backing to Espinoza Street) will be designated Mid-Town Residential Planning Area District. It is proposed that Parcel B-7 will accommodate a townhome/duplex use with a maximum density of 160 units.

The proposed amendment does not negatively affect the adjacent properties as all access is to the adjacent collector roads or Erie Parkway. To the south of this parcel the zoning is Residential and to the north across Erie Parkway the zoning is Neighborhood Commercial / Old Town Commercial. This proposal does not alter the private or public open spaces currently in place in the Erie Commons community.

All public services and Town of Erie master plan requirements are in place within Erie Commons to service the anticipated residents of the townhome/duplex units and the commercial pad business users.

APPROVAL CRITERIA

- a. The PD district zoning is generally consistent with the purpose of the PD zone district as set forth in UDC Sections 2.5 and 7.6

The proposed changes to the PD zoning district do not alter the Town of Erie master plan requirements currently in place in the Erie Commons community. No new covenants, special conditions, easements, or restrictions that would affect the Erie Commons community as a whole will be put in place with the approval of this zoning change. The residential will not be part of the current HOA and therefore not entitled to use of the existing community pool. A homeowners' association will be developed for the residential areas and a property owners' association will be developed for the commercial pads.

- b. The modification to the UDC regulations is based on creative and innovative design and amenities incorporated in the PD zone district that could not otherwise be achieved through other standard zoning districts or through another modification processes such as Alternative Equivalent Compliance in UDC Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.

The proposed changes to the PD zoning district will allow greater diversity for housing types and commercial opportunities than originally planned for with only the Community Commercial zoning. Planning for these commercial pads will provide smaller commercial businesses than the originally proposed box users.

- c. The PD zoning district will promote the public health, safety, and general welfare.

The development of small commercial pads versus larger commercial box users will decrease the traffic numbers along Erie Parkway and within the neighborhoods.

- d. The PD zoning district is generally consistent with the Town of Erie Comprehensive Master Plan; Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan; and other pertinent Town plan and policy documents.

The proposed changes to the PD zoning district do not alter the Town of Erie master plan requirements currently in place in the Erie Commons community. Additional open space, parks, trails, common areas, etc., will be presented on the to-be-submitted Site Development Plan. A property owners' association will be developed for the commercial pads and a homeowners' association will be developed for the townhome/duplex lot.

- e. Adequate and sufficient public safety, utility facilities and services, recreation facilities, park, open space, and schools are available to serve the property, while maintaining sufficient levels of service to existing development.

The proposed changes to the PD zoning district do not alter the Town of Erie master plan requirements currently in place in the Erie Commons community. Public services are already in place within the community. Additional open space, parks, trails, common areas, etc., will be presented on the to-be-submitted Site Development Plan. A property owners' association will be developed for the commercial pads and a homeowners' association will be developed for the townhome/duplex lot.

- f. The PD zone district provides adequate vehicular circulation and parking facilities in terms of traffic volumes, convenience, safety, access, screening, and noise.

A Traffic Impact Analysis report has been updated and supplied to the Town addressing the traffic in and around this parcel. The conclusion of the report is that the impact of the development of this site can be accommodated by the existing and proposed roadway network.

- g. A pedestrian and bicycle circulation system that provides connections to adjacent properties, existing and future trails, parks, open space, recreational facilities, schools, and other places of public gathering.

Existing Erie Commons amenities (trails, parks, open space) will not be altered by the proposed development of these parcels. The proposed configuration of the townhome/duplex units will allow many landscaped areas and additional walkways from the nearby residential neighborhoods. Additional open space, parks, trails, common areas, etc., will be presented on the to-be-submitted Site Development Plan. A property owners' association will be developed for the

commercial pads and a homeowners' association will be developed for the townhome/duplex lot.

- h. The PD zone district is not likely to result in significant adverse impact to the natural environment, and significant scenic and historic features.

Allowing townhome/duplex units and small commercial pad business in this parcel will have less of an impact on the residential neighborhoods than the previously proposed commercial box users. The proposed configuration of the townhome/duplex units and open areas around commercial pads will allow for many open landscaped areas.

- i. The PD zone district will not result in significant adverse impacts on properties in the vicinity of the PD zone district, or such impacts will be substantially mitigated.

Allowing townhome/duplex units and small commercial pad business in this parcel will have less of an impact on the residential neighborhoods than the previously proposed commercial box users. The proposed configuration of the townhome/duplex units and open areas around commercial pads will allow for many open landscaped areas.

- j. Proposed uses will be compatible in scale with uses on properties in the vicinity of the PD zone district.

Allowing townhome/duplex units and small commercial pad business in this parcel will have less of an impact on the residential neighborhoods than the previously proposed commercial box users. The proposed configuration of the townhome/duplex units and open areas around commercial pads will allow for many open landscaped areas and walking areas from the nearby neighborhoods.

- k. The residential areas of a PD zone district allocate a variety of housing types and densities appropriate to the size of the residential development area.

Development of the townhome/duplex units will comply with Town Staff requirements as to building placement and density.

- l. Visual relief is provided through building placement, shortened or interrupted street vistas, visual access to open space, parks, and other design methods.

Development of the townhome/duplex units will comply with Town Staff requirements as to building placement and density.

- m. The modifications permitted in the PD zone district have been made in exchange for greater public benefits that would not have otherwise be achieved through development under another zone district.

Allowing townhome/duplex units and small commercial pad business in this parcel will have less of an impact on the residential neighborhoods than the previously proposed commercial box users. Configuration of the townhome/duplex units and commercial pads will allow for several open areas and landscaping. A property owners' association will be developed for the commercial pads and a homeowners' association will be developed for the townhome/duplex lot.

TOWN OF ERIE
AFFIDAVIT OF NEIGHBORHOOD MEETING NOTICE POSTING

Erie Commons Amendment to GDP and Zoning
Erie Commons Amendment to Filing 4 Final Plat

(PROJECT NAME & APPLICATION TYPE)



I, MARY JANE DAVIES, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10.7.2 D. NOTICE WAS POSTED ON AUGUST 12, 2019 FOR THE NEIGHBORHOOD MEETING ON AUGUST 22, 2019. THE PHOTOS ABOVE ARE A TRUE AND CORRECT REPRESENTATION OF THE NEIGHBORHOOD MEETING NOTICE SIGNS THAT HAVE BEEN POSTED.


SIGNATURE OF PERSON THAT POSTED NOTICE

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 13TH DAY OF AUGUST, 2019 BY MARY JANE DAVIES.

WITNESS MY HAND AND OFFICIAL SEAL


NOTARY PUBLIC

JESSICA BROTHERS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 19984021002
My Commission Expires 7/30/2022

ERIE COMMON NEIGHBORHOOD MEETING MINUTES

Re: General Development Plan Amendment

August 22, 2018
Colliers Hill Overlook Community Center
6:30 pm

Speakers –

Jon Lee, Community Development Group (CDG)
Steve Rane, Community Development Group
Steve Erickson, Boulder Creek Builders

Jon Lee began the meeting with a statement that the reason for the meeting was to inform the neighbors about our submittal to the Town to re-zone 14 acres of the 21-acre site along Erie Parkway from commercial use to residential use, leaving the 7 acres along Erie Parkway at the current commercial zoning.

Jon began with a brief history of our ownership of the property starting in 2000.

- When CDG purchased the property the Town did not control the west side of County Line so this parcel was their best location for shopping in the area. They required that the parcel be zoned for commercial uses, hopefully for a large grocery store chain.
- At that time, CDG commented that this parcel, being mid-block and not at a major intersection, would not be attractive to the large users. And, in the subsequent years, CDG has not had success attracting the large users.
- Now that the Town has annexed the property at the NW and SW corners of the intersection of County Line and Erie Parkway, those sites are more attractive to the large users.
- CDG has approached the Town with allowing residential use of 14 of the acres and has presented concept plans from apartment developers.
- Although the Town is agreeable with the apartment use, the Town and CDG recognizes that the Erie Commons neighbors do not want apartments in the community.
- The Town held a ULI Meeting recently to look at the best possible future uses for vacant property within the Town. Residential property generates income from building permits; commercial property generates income from sales tax. ULI's recommendation for the Town is more residential density. The Town has hired DPZ Urban Planning to look at the commercial uses on vacant land.
- This meeting is to notify the neighbors of CDG's efforts to have the zoning changed. The meeting is not to present a concept plan for any specific use or builder; however, CDG will not pursue apartment uses and is pursuing builders with For Sale product.

Jon introduced that CDG is working with Boulder Creek as a possible builder for the 14 acres. Boulder Creek is proposing a maximum of 160 residential units and the commercial pad sites will remain along Erie Parkway.

Questions from the Neighbors

1. Traffic – Erie Parkway was designed to handle more traffic than its current use. Powers and Briggs will be collector streets. The road through the middle of the 21-acre site will be an access road. The roads in the residential area will be private; there will be no public through traffic from the current neighborhoods.
2. Snow Removal – This will be a question to be addressed at time of the site plan.
3. Parking – The concept plan will address parking. The discussion is that there will be 2 spaces for each unit, probably a garage (attached or detached) and a parking pad.
4. Landscape – The 30' landscaping along Erie Parkway will be enhanced with the commercial development. The landscaping along Powers will not change as there is an easement along Powers for utilities. Landscaping will be added along Briggs and enhanced along Espinoza.
5. The residents in these units will not use the existing community pool. These units will not be annexed into the current HOA but will have their own subassociation.
6. The residential units will be part of the same metro district. Discussions are being held to form a commercial metro district. If formed, any commercial users of the pads along Erie Parkway will be in a separate commercial metro district.
7. CDG has been speaking with a bank and a convenience store for pad users along Erie Parkway.
8. Apartments would have allowed for 250-260 units on the 14 acres. The proposed concept plan will allow for 150-160 units on the 14 acres.

Steve Erickson from Boulder Creek builders made a presentation to show what product they are proposing for the 14 acres – Wee Cottages, emphasizing that this was not a presentation on the concept or site plan, but general information on their product.

Boulder Creek has several communities (one along Erie Parkway) where they build “lock and leave” units. These communities allow for less maintenance by the homeowners; the HOA will take care of the exterior of the units, landscape maintenance, and snow removal.

- Single family detached units for sale
- 7 floor plans
- 900-1350 sf
- 2-story
- Single car garage with a parking pad
- Approximate 24 x 70 foot lots
- Alley loaded garages

- 2-3 bedrooms
- No basements – crawl spaces
- No individual yards or fences but possibly small patios
- Designed to minimize what needs to be maintained by either the HOA or the homeowner
- Possibly a small area of townhomes to be a buffer against the commercial property
- No amenity center
- Open space (central green space) between the units

The neighbors were appreciative that the concept is a lower density than the previously proposed apartments and for sale units (not rental). Steve was questioned as to how committed is Boulder Creek – Steve answered that they have never failed to complete a project

Steve Rane addressed questions that were raised about the item on the September 10th BOT agenda concerning the metro district service plan revision.

When Erie Commons was formed, the Town only allowed for one combined residential and commercial district. We are now asking the Town to allow for the formation of a new metro district for both the existing commercial properties and the proposed commercial uses on the remaining vacant ground.

A result of the single district structure is that property taxes on the commercial property are very high and not competitive with surrounding commercial properties. Commercial property is normally taxed by a metro district at a different rate. Forming a commercial district will allow for a future drop in the mill levy, thereby making the commercial property more attractive to potential users and reducing the burden of the existing commercial property owners and tenants. Additionally, the commercial district could serve as the maintenance entity because the Property Owners Association was never properly formed.

Additionally on the agenda for the BOT, the current metro district is asking that the debt limit be increased from the \$23.5 million originally set in 2003 to \$50 million. This increase in the debt limit will allow the district to refinance the current debt plus accrued interest. The proposed refinancing would lower the effective interest rate from 8.00% to approximately 3.9%, resulting in approximately \$10 million - \$20 million in savings to the property owners. Steve presented that the current debt call provision is expiring at the end of 2019, which is why this discussion is being presented to the BOT at this time.

Steve was questioned about what these changes will do for residential taxes. He emphasized that making these changes to the district (adding the commercial district and increasing the debt limit) will not increase the mill levy to the residential owners and their taxes will not increase due to these changes. In fact, because the interest rate on the loan will be reduced, tax payments will reduce the principal debt at a faster rate and may eventually in the future lower their taxes.

Steve spoke to the loss of taxes when and if the commercial district is formed and how that will affect the residential homeowners' repayment of the district debt. Steve discussed a proposal being presented to the Town that URA funds be used to subsidize the potential reduction in mill levy for the commercial owners.

In summary, the residents in attendance were generally supportive of the zoning amendment. They look forward to seeing the site plan and commented on how the renderings shown by Boulder Creek were very similar to the existing community. They were most appreciative of the fact that we listened to them on "for sale home" versus "rental" and lowering the density.

Jon Lee
Steve Rone
Steve Erickson

ERIE COMMONS
GENERAL DEVELOPMENT AND ZONING AMENDMENT NO. 9 / FILING 4 FINAL PLAT

NEIGHBORHOOD MEETING
AUGUST 22, 2019
6:30 PM
COLLIERS HILL OVERLOOK COMMUNITY CENTER

| <u>NAME</u> | <u>ADDRESS</u> |
|------------------------|---------------------|
| Tom + Tomi Marlen | 209 Castro Pl |
| Mike CAVIN | 505 Gallegos Cir |
| Betsy + Bruce Confined | 537 Gallegos Circle |
| Richard Bond | 711 Jarvis Dr |
| Nancy Engle | 1020 Petras St |
| Cathryn Irwin | 555 Gallegos Cir |
| Amber Hoelcher | 488 Mazzini |
| JERRY WEAVER | 422 MAZZINI ST |
| Stephanie Spector | 576 Gallegos Cir |
| Tripp + Mary Martin | 1125 Petras St. |
| Lexan Crowder | 61 Emma Pluey |
| Gindy Marlone | 428 mazzini |
| Bonnie Nelson | 289 S. Buggs St. |
| Jessica Chang | 892 Davenport |
| Bill + Vicki Hushes | 539 Gallegos Circle |
| Kevin + Tami Watson | 210 Castro Place |
| Donna Smith | 228 CASTRO Place |
| Vanessa Nuechterlein | 1041 Eichhorn Dr |

NAME

ADDRESS

Pam & Hadley Pullen

415 Mazzini

Johnn Floyd

202 Maxwell Circle

Mark Adoltsan

585 Gallegos Circle Erie

HELEN HOEKSTRA

275 S. Briggs Erie

Andrew Kelly

105 High St.



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Land Title Guarantee Company
Customer Distribution

Our Order Number: ABC25135328-8

Date: 05-21-2019

Property Address: ERIE

For Closing Assistance

Colin Snody
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6234 (phone)
303-393-3806 (fax)
csnody@ltgc.com
Company License: CO44565
Contact License: CO271428

Closer's Assistant

Karen Spaid
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6214 (phone)
877-375-5033 (fax)
kspaid@ltgc.com

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

COMMUNITY DEVELOPMENT GROUP OF ERIE INC
2500 ARAPAHOE ST #220
BOULDER, CO 80302
303-442-2299 (work)
303-442-1241 (work fax)
jonlee@communitydevelopmentgroup.com
Delivered via: Electronic Mail

COMMUNITY DEVELOPMENT GROUP OF ERIE
Attention: MARY JANE DAVIES
mdavies@cdgcolorado.com
Delivered via: Linked Commitment Delivery



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC25135328-8

Date: 05-21-2019

Property Address: ERIE

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

| Estimate of Title Insurance Fees | |
|---|------------------|
| ALTA Owners Policy 06-17-06 | To Be Determined |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| Total | To Be Determined |
| THANK YOU FOR YOUR ORDER! | |

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC25135328-8

Customer Ref-Loan No.:

Property Address:

ERIE

1. Effective Date:

05-16-2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

To Be Determined

Proposed Insured:

A PURCHASER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., A COLORADO CORPORATION

5. The Land referred to in this Commitment is described as follows:

LOT 1, BLOCK 5, ERIE COMMONS, FILING 4, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

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The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: ABC25135328-8

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25135328-8

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES OR TENANCIES, IF ANY
9. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED STATES OF AMERICA IN INSTRUMENT RECORDED DECEMBER 22, 1950, IN BOOK 1289 AT PAGE [521](#).
10. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED NOVEMBER 30, 1972, UNDER RECEPTION NO. [1602712](#) IN BOOK 681, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
11. OIL AND GAS LEASE RECORDED NOVEMBER 01, 1988 UNDER RECEPTION NO. [2160408](#) IN BOOK 1214 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807515](#).
13. RESERVATIONS AS SET FORTH IN DEED RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807516](#).
14. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT RECORDED NOVEMBER 17, 2000 AT RECEPTION NO. [2807517](#).
15. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #769 RECORDED APRIL 22, 2002 AT RECEPTION NO. [2944813](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: ABC25135328-8

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

16. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED APRIL 22, 2002 AT RECEPTION NO. [2944815](#). FIRST AMENDMENT RECORDED JULY 26, 2004 AT RECEPTION NO. [3202494](#) AND SECOND AMENDMENT RECORDED AUGUST 21, 2006 AT RECEPTION NO. [3413418](#).
17. TERMS, CONDITIONS AND PROVISIONS OF ERIE COMMONS DEVELOPMENT GUIDE RECORDED APRIL 22, 2002 AT RECEPTION NO. [2944816](#).

NOTE: AMENDMENTS TO GENERAL DEVELOPMENT PLAN RECORDED SEPTEMBER 16, 2004 AT RECEPTION NO. [3219273](#) AND AUGUST 23, 2006 AT RECEPTION NO. [3413825](#).
18. TERMS, CONDITIONS AND PROVISIONS OF ERIE COMMONS METROPOLITAN DISTRICT RECORDED DECEMBER 04, 2003 AT RECEPTION NO. [3132240](#).
19. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JANUARY 09, 2004 AT RECEPTION NO. [3142952](#).
20. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT RECORDED SEPTEMBER 16, 2004 AT RECEPTION NO. [3219272](#).
21. RIGHT OF WAY EASEMENT AS GRANTED TO KERR-MCGEE GATHERING LLC IN INSTRUMENT RECORDED NOVEMBER 12, 2004, UNDER RECEPTION NO. [3235031](#).
22. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT RECORDED JANUARY 13, 2005 AT RECEPTION NO. [3252946](#), [3252947](#) AND [3252948](#) AND FIRST AMENDMENT TO CONSENT AND SURFACE USE AGREEMENT RECORDED NOVEMBER 07, 2018 UNDER RECEPTION NO. [4444717](#).
23. RIGHT OF WAY EASEMENT AS GRANTED TO UNITED POWER INC IN INSTRUMENT RECORDED FEBRUARY 02, 2005, UNDER RECEPTION NO. [3258287](#).
24. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED JULY 19, 2005 AT RECEPTION NO. [3304240](#).
25. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED AUGUST 19, 2005 AT RECEPTION NO. [3314968](#).
26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ERIE COMMONS, FILING 4 RECORDED AUGUST 23, 2006 UNDER RECEPTION NO. [3413827](#).
27. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED AUGUST 23, 2006 AT RECEPTION NO. [3413826](#) AND FIRST AMENDMENT RECORDED OCTOBER 1, 2010 AT RECEPTION NO. [3722545](#).
28. RIGHT OF WAY EASEMENT AS GRANTED TO TOWN OF ERIE IN INSTRUMENT RECORDED DECEMBER 18, 2006, UNDER RECEPTION NO. [3442494](#).
29. TERMS, CONDITIONS AND PROVISIONS OF ERIE COMMONS DEVELOPMENT GUIDE AMANDMENT NO 5 RECORDED SEPTEMBER 20, 2010 AT RECEPTION NO. [3719635](#).

**Old Republic National Title Insurance Company
Schedule B-2**

(Exceptions)

Order Number: ABC25135328-8

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

30. (ITEM INTENTIONALLY DELETED)
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED MAY 16, 2019 UNDER RECEPTION NO. [03712632](#).



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company ,
as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
 - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue
Suite 600
Denver, Colorado 80206
303-321-1880


John E. Freyer, Jr.
President



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary

**PHASE III DRAINAGE REPORT
ERIE COMMONS FILING 4 BLOCK 5
ERIE, COLORADO**

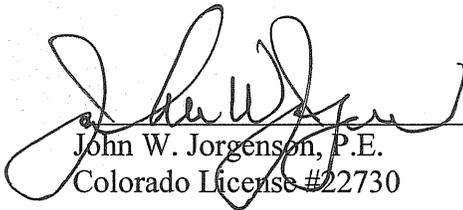
Prepared For:
Community Development Group, LLC
2500 Arapahoe Avenue
Suite 220
Boulder, CO 80302

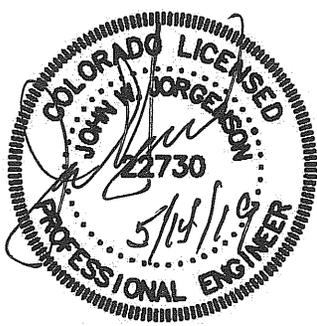
Prepared By:
Hurst and Associates, Inc.
1265 S. Public Rd.
Suite B
Lafayette, CO 80026

Job Number 2020-45
April 19, 2019
Revised May 13, 2019

ENGINEER'S CERTIFICATION

I hereby certify that this Phase III drainage report for the design of Erie Common Filing 4 Block 5 was prepared by me (or under my direct supervision) in accordance with the provisions of the *Town of Erie Standards and Specifications* for the owners thereof. I understand that the Town of Erie does not and will not assume liability for drainage facilities designed by others, including the designs presented in this report.


John W. Jorgenson, P.E.
Colorado License #22730



TOWN ACCEPTANCE

This report has been reviewed and found to be in general compliance with the *Town of Erie Standards and Specifications for Design and Construction* and other Town requirements. **THE ACCURACY AND VALIDITY OF THE ENGINEERING DESIGN, DETAILS, DIMENSIONS, QUANTITIES, AND CONCEPTS IN THIS REPORT REMAINS THE SOLE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.**

Accepted by: _____
Town Engineer

Date

I. GENERAL LOCATION AND DESCRIPTION

Erie Commons is a 290-acre mixed use development located in Section 19, Township 1 North, Range 68 West of the Sixth Principal Meridian, Town Erie, County of Weld, State of Colorado. Erie Commons Filing No. 4, Block 5 is located on the southeast side of Erie Parkway between South Briggs Street and Powers Street. Block 5 will include 6 commercial lots and a Tract for future development. The site is currently undeveloped with native vegetation. The on-site soils are Ascalon Sandy Loam and Vona Sandy Loam (Hydrologic Soil Group B). Runoff from the site generally drains northeasterly across the site at an average slope of 1.5% to an existing grated inlet adjacent to the existing low point in South Briggs Street. Runoff either enters this inlet or overtops the existing storm sewer system and travels to Erie Commons' existing Water Quality Pond E. Water Quality Pond E outfalls into Coal Creek.

This drainage report analyzes the drainage facilities required for Erie Commons Filing 4, Block 5. This report analyzes the impact of storm events only, and is not intended to analyze effects of future irrigation, final lot grading or ground water conditions.

II. DRAINAGE BASINS

Erie Commons Filing 5, Block 5 lies within the Coal Creek Drainage Basin. The project site lies within Flood Zone X per FIRM Map 08013C0441J dated December 18, 2012. Zone X is an area determined to be outside the 500-year floodplain and determined to be outside the 1% and 0.2% annual chance floodplains. There are no designated wetlands within the proposed development.

Storm runoff from Erie Commons Filing 4, Block 5 drains northeasterly either through existing storm pipes or overland to existing Water Quality Pond E. Water Quality Pond E outfalls into Coal Creek. Water Quality Pond E was constructed as part of the *Erie Commons Coal Creek Restoration Plans* and sized for the proposed development of Erie Commons, Filing 4.

III. DRAINAGE DESIGN CRITERIA

The Rational Method was used to determine the storm runoff from the project site. See Appendix A. The Rational Method is presented in *The Urban Drainage and Flood*

Control Criteria Manual and *Town of Erie Design Standards*. The onsite streets, storm pipes, and inlets will be designed or analyzed considering a 5-year minor storm event and a 100-year major storm event.

IV. DRAINAGE FACILITY DESIGN

The proposed private streets, storm sewer system, and swale will convey the developed runoff to the existing storm pipes located at the low point of South Briggs Street. The existing storm pipes were designed for the minor storm event. In accordance with *Final Drainage Report Erie Commons Filing No. 2* as prepared by Hurst and Associates, Inc. and dated January 9, 2006, the major storm flows will overtop the existing storm pipes, cross South Briggs Street, and travel overland to existing Water Quality Pond E.

Stormwater detention is not required per the *Erie Outfall Systems Planning Preliminary Design* as prepared by Love & Associates, Inc. for the Town of Erie and the Urban Drainage and Flood Control District and dated May 2001. Existing Water Quality Pond E will improve the quality of the storm runoff before it enters Coal Creek.

V. SUMMARY

The proposed drainage facilities are designed to capture the developed runoff and convey those flows to the existing storm sewer system located at the low point of South Briggs Street. The facilities generally conform to the Town of Erie's outfall system plan. All facilities will be designed using Urban Drainage and Town of Erie Criteria.

This report presents drainage facilities designed for storm events only. The facilities are not designed for any excess irrigation water or subsurface drainage.

VI. REFERENCES

1. Town of Erie, Colorado. 2019. *Standards and Specifications for Design and Construction of Public Improvements.*
2. Urban Drainage and Flood Control District. Revised August 2018. *Urban Storm Drainage Criteria Manual Volumes 1 and 2.*
3. Urban Drainage and Flood Control District. April 2018. *Urban Storm Drainage Criteria Manual Volume 3, Best Management Practices.*
4. Hurst & Associates, Inc. July 28, 2003. *Master Drainage Report Erie Commons.*
5. Hurst & Associates, Inc. January 9, 2006. *Final Drainage Report Erie Commons Filing No. 2.*
6. Love & Associates, Inc. May 2001. *Erie Outfall Systems Planning Preliminary Design.*

VII. APPENDICES

Rational Method Runoff Analysis.....Appendix A
Street Analysis.....Appendix B
Inlet Analysis.....Appendix C
Storm Pipe Analysis.....Appendix D
Swale Analysis.....Appendix E
Riprap Analysis.....Appendix F
Maps.....Appendix G

1. Vicinity Map
2. FIRM Map
3. Soil Map
4. Erie Commons Filing 4 Block 5 Drainage Plan (Map Pocket)
5. Erie Commons Filing No. 1 & 2 Pond E Detail Sheet (Map Pocket)
6. Erie Commons Filing No. 1 & 2 Stormline SE1 Plan & Profile (Map Pocket)
7. Erie Commons Filing No. 2 Intrasite Stormline 1 Plan & Profile (Map Pocket)

APPENDIX A
RATIONAL METHOD
RUNOFF CALCULATIONS

| E. Section | Basin Area (acres) | % Imperviousness Calculations | | | | | | | | | | Runoff Coefficients | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------|--------------------|-------------------------------|--------------------|--------------------------------|----------------------------|--------------------------|------------------|---------------------|---------------------|-----------------------|---------|---------------------|-----------------------|---------|---------|-----------------------|----------|----------|------------------------|-----------|-----------|-------------------------|----------------|----------------|-----------------|------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| | | SFR (45%) (acres) | Lawns (2%) (acres) | Streets & Walks (100%) (acres) | Multi-Family (75%) (acres) | Commercial (75%) (acres) | Imperviousness % | % NRCS Soil Group A | % NRCS Soil Group B | % NRCS Soil Group C/D | 2-Yr CA | 2-Yr CB | 2-Yr C _{cid} | 5-Yr CA | 5-Yr CB | 5-Yr C _{cid} | 10-Yr CA | 10-Yr CB | 10-Yr C _{cid} | 100-Yr CA | 100-Yr CB | 100-Yr C _{cid} | C ₂ | C ₅ | C ₁₀ | C ₁₀₀ | | | | | | | | | | | | |
| D1 | 2.07 | 2.07 | | | | | 45.0 | | | | | | | | | | | | | | | | 0.30 | 0.33 | 0.34 | 0.31 | 0.36 | 0.40 | 0.33 | 0.42 | 0.47 | 0.46 | 0.64 | 0.67 | 0.33 | 0.36 | 0.42 | 0.64 |
| D5 | 0.70 | 0.70 | | | | | 45.0 | | | | | | | | | | | | | | | | 0.30 | 0.33 | 0.34 | 0.31 | 0.36 | 0.40 | 0.33 | 0.42 | 0.47 | 0.46 | 0.64 | 0.67 | 0.33 | 0.36 | 0.42 | 0.64 |
| E1 | 3.47 | 1.26 | 1.29 | | | | 43.6 | | | | | | | | | | | | | | | | 0.28 | 0.32 | 0.33 | 0.30 | 0.35 | 0.39 | 0.31 | 0.41 | 0.45 | 0.45 | 0.63 | 0.66 | 0.32 | 0.35 | 0.41 | 0.63 |
| E2 | 3.66 | 2.54 | 0.40 | 0.22 | 0.51 | | 47.8 | | | | | | | | | | | | | | | | 0.32 | 0.35 | 0.36 | 0.34 | 0.39 | 0.43 | 0.35 | 0.44 | 0.49 | 0.48 | 0.65 | 0.68 | 0.35 | 0.39 | 0.44 | 0.65 |
| E3 | 10.65 | | 1.00 | | | | 68.1 | 9.65 | | | | | | | | | | | | | | | 0.51 | 0.54 | 0.54 | 0.53 | 0.57 | 0.59 | 0.54 | 0.61 | 0.64 | 0.64 | 0.75 | 0.76 | 0.54 | 0.57 | 0.61 | 0.75 |
| E10 | 0.73 | | 0.20 | 0.53 | | | 72.9 | | | | | | | | | | | | | | | | 0.56 | 0.58 | 0.58 | 0.57 | 0.61 | 0.63 | 0.59 | 0.65 | 0.67 | 0.68 | 0.77 | 0.78 | 0.58 | 0.61 | 0.65 | 0.77 |
| E11 | 0.61 | | 0.22 | 0.40 | | | 65.5 | | | | | | | | | | | | | | | | 0.48 | 0.51 | 0.52 | 0.50 | 0.54 | 0.57 | 0.52 | 0.59 | 0.62 | 0.62 | 0.73 | 0.75 | 0.51 | 0.54 | 0.59 | 0.73 |
| E12 | 1.62 | | 0.15 | | | | 68.2 | 1.47 | | | | | | | | | | | | | | | 0.51 | 0.54 | 0.54 | 0.53 | 0.57 | 0.59 | 0.54 | 0.61 | 0.64 | 0.64 | 0.75 | 0.76 | 0.54 | 0.57 | 0.61 | 0.75 |
| E13 | 1.17 | | 0.11 | | | | 68.3 | 1.06 | | | | | | | | | | | | | | | 0.51 | 0.54 | 0.54 | 0.53 | 0.57 | 0.60 | 0.54 | 0.61 | 0.64 | 0.64 | 0.75 | 0.76 | 0.54 | 0.57 | 0.61 | 0.75 |
| E14 | 0.79 | | 0.09 | | | | 66.6 | 0.70 | | | | | | | | | | | | | | | 0.50 | 0.52 | 0.53 | 0.51 | 0.55 | 0.58 | 0.53 | 0.60 | 0.63 | 0.63 | 0.74 | 0.76 | 0.52 | 0.55 | 0.60 | 0.74 |
| E15 | 0.17 | | 0.06 | 0.11 | | | 64.0 | | | | | | | | | | | | | | | | 0.47 | 0.50 | 0.50 | 0.49 | 0.53 | 0.56 | 0.50 | 0.58 | 0.61 | 0.61 | 0.73 | 0.75 | 0.50 | 0.53 | 0.58 | 0.73 |
| E16 | 0.42 | | 0.15 | 0.27 | | | 64.1 | | | | | | | | | | | | | | | | 0.47 | 0.50 | 0.50 | 0.49 | 0.53 | 0.56 | 0.50 | 0.58 | 0.61 | 0.61 | 0.73 | 0.75 | 0.50 | 0.53 | 0.58 | 0.73 |
| E17 | 1.14 | | 0.12 | | | | 67.1 | 1.02 | | | | | | | | | | | | | | | 0.50 | 0.53 | 0.53 | 0.52 | 0.56 | 0.59 | 0.53 | 0.60 | 0.63 | 0.63 | 0.74 | 0.76 | 0.53 | 0.56 | 0.60 | 0.74 |
| E18 | 1.36 | | 0.10 | | | | 69.4 | 1.25 | | | | | | | | | | | | | | | 0.52 | 0.55 | 0.55 | 0.54 | 0.58 | 0.60 | 0.55 | 0.62 | 0.65 | 0.65 | 0.75 | 0.77 | 0.55 | 0.58 | 0.62 | 0.75 |
| E19 | 1.05 | | 0.12 | | | | 66.8 | 0.93 | | | | | | | | | | | | | | | 0.50 | 0.52 | 0.53 | 0.51 | 0.55 | 0.58 | 0.53 | 0.60 | 0.63 | 0.63 | 0.74 | 0.76 | 0.52 | 0.55 | 0.60 | 0.74 |

Erie Commons, Block 5
 Job Number: 2020-45
 Times of Concentration

| Basin | % Imperviousness | C _s | Overland Flow | | | Channelized Flow | | | | T _c Eqn. 6-2 (min.) | Length (ft) | Slope (ft) | T _c Eqn. 6-5 (min.) | Design T _c (min.) | |
|-------|------------------|----------------|---------------|---------------|--------------------------------|------------------|----------------------|----|------|--------------------------------|-------------|------------|--------------------------------|------------------------------|--------------------------------|
| | | | Length (ft) | Slope (ft/ft) | T _i Eqn. 6-3 (mins) | Length (ft) | Slope (ft/ft) | K | Note | | | | | | T _t Eqn. 6-4 (mins) |
| D1 | 0.45 | 0.36 | 65 | 0.020 | 8.6 | 795 | 0.008 | 20 | Curb | 7.4 | 16.0 | 795 | 0.008 | 28.0 | 16.0 |
| D5 | 0.45 | 0.36 | 175 | 0.020 | 14.0 | 165 | 0.008 | 20 | Curb | 1.5 | 15.6 | 165 | 0.008 | 20.4 | 15.6 |
| E1 | 0.44 | 0.35 | 175 | 0.020 | 14.3 | 1455 | 0.008 | 20 | Curb | 13.6 | 27.8 | 1455 | 0.008 | 36.5 | 27.8 |
| E2 | 0.48 | 0.39 | 65 | 0.020 | 8.3 | 820 | 0.008 | 20 | Curb | 7.6 | 15.9 | 820 | 0.008 | 27.6 | 15.9 |
| E3 | 0.68 | 0.57 | 150 | 0.025 | 8.7 | 1100 | *Pipe Flow @ 5.0 fps | | | 3.7 | 12.4 | 1100 | 0.010 | 24.3 | 12.4 |
| E10 | 0.73 | 0.61 | 15 | 0.020 | 2.7 | 1065 | 0.017 | 20 | Curb | 6.8 | 9.5 | 1065 | 0.017 | 20.7 | 9.5 |
| E11 | 0.66 | 0.54 | 20 | 0.020 | 3.6 | 665 | 0.018 | 20 | Curb | 4.1 | 7.7 | 665 | 0.018 | 19.4 | 7.7 |
| E12 | 0.68 | 0.57 | | | - | | | - | - | - | - | | | - | 5.0 |
| E13 | 0.68 | 0.57 | | | - | | | - | - | - | - | | | - | 5.0 |
| E14 | 0.67 | 0.55 | | | - | | | - | - | - | - | | | - | 5.0 |
| E15 | 0.64 | 0.53 | 20 | 0.020 | 3.7 | 200 | 0.028 | 20 | Curb | 1.0 | 5.0 | 200 | 0.028 | 16.2 | 5.0 |
| E16 | 0.64 | 0.53 | 20 | 0.020 | 3.7 | 600 | 0.020 | 20 | Curb | 3.5 | 7.2 | 600 | 0.020 | 19.0 | 7.2 |
| E17 | 0.67 | 0.56 | | | - | | | - | - | - | - | | | - | 5.0 |
| E18 | 0.69 | 0.58 | | | - | | | - | - | - | - | | | - | 5.0 |
| E19 | 0.67 | 0.55 | | | - | | | - | - | - | - | | | - | 5.0 |

$$\text{Intensity} = 28.5 * P_1 / ((10 + T_c)^{0.786})$$

P₁ = 1-hour point rainfall depth

T_c = Time of Concentration

Erie Commons, Block 5

Job Number: 2020-45

Runoff Rates

Town of Erie One-Hour Rainfall Depths

2-Year = 0.81

5-Year = 1.11

10-Year = 1.39

100-Year = 2.68

| Basin | Area (acres) | C ₂ | C ₅ | C ₁₀ | C ₁₀₀ | T _c (mins) | I ₂ (in/hr) | I ₅ (in/hr) | I ₁₀ (in/hr) | I ₁₀₀ (in/hr) | Q ₂ (cfs) | Q ₅ (cfs) | Q ₁₀ (cfs) | Q ₁₀₀ (cfs) |
|-------|--------------|----------------|----------------|-----------------|------------------|-----------------------|------------------------|------------------------|-------------------------|--------------------------|----------------------|----------------------|-----------------------|------------------------|
| D1 | 2.07 | 0.33 | 0.36 | 0.42 | 0.64 | 16.0 | 1.78 | 2.45 | 3.06 | 5.91 | 1.22 | 1.83 | 2.67 | 7.79 |
| D5 | 0.70 | 0.33 | 0.36 | 0.42 | 0.64 | 15.6 | 1.81 | 2.47 | 3.10 | 5.97 | 0.42 | 0.62 | 0.91 | 2.67 |
| E1 | 3.47 | 0.32 | 0.35 | 0.41 | 0.63 | 27.8 | 1.33 | 1.82 | 2.28 | 4.39 | 1.47 | 2.20 | 3.24 | 9.62 |
| E2 | 3.66 | 0.35 | 0.39 | 0.44 | 0.65 | 15.9 | 1.79 | 2.45 | 3.07 | 5.91 | 2.32 | 3.46 | 4.99 | 14.10 |
| E3 | 10.65 | 0.54 | 0.57 | 0.61 | 0.75 | 12.4 | 2.01 | 2.75 | 3.44 | 6.64 | 11.46 | 16.59 | 22.33 | 52.76 |
| E10 | 0.73 | 0.58 | 0.61 | 0.65 | 0.77 | 9.5 | 2.23 | 3.06 | 3.83 | 7.39 | 0.94 | 1.36 | 1.80 | 4.13 |
| E11 | 0.61 | 0.51 | 0.54 | 0.59 | 0.73 | 7.7 | 2.41 | 3.30 | 4.14 | 7.98 | 0.76 | 1.10 | 1.49 | 3.60 |
| E12 | 1.62 | 0.54 | 0.57 | 0.61 | 0.75 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 2.39 | 3.46 | 4.66 | 11.00 |
| E13 | 1.17 | 0.54 | 0.57 | 0.61 | 0.75 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 1.73 | 2.50 | 3.36 | 7.92 |
| E14 | 0.79 | 0.52 | 0.55 | 0.60 | 0.74 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 1.13 | 1.64 | 2.22 | 5.29 |
| E15 | 0.17 | 0.50 | 0.53 | 0.58 | 0.73 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 0.24 | 0.34 | 0.47 | 1.14 |
| E16 | 0.42 | 0.50 | 0.53 | 0.58 | 0.73 | 7.2 | 2.47 | 3.38 | 4.23 | 8.16 | 0.52 | 0.76 | 1.03 | 2.50 |
| E17 | 1.14 | 0.53 | 0.56 | 0.60 | 0.74 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 1.65 | 2.39 | 3.23 | 7.69 |
| E18 | 1.36 | 0.55 | 0.58 | 0.62 | 0.75 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 2.04 | 2.95 | 3.96 | 9.27 |
| E19 | 1.05 | 0.52 | 0.55 | 0.60 | 0.74 | 5.0 | 2.75 | 3.76 | 4.71 | 9.09 | 1.51 | 2.19 | 2.95 | 7.04 |

Table 6-3. Recommended percentage imperviousness values

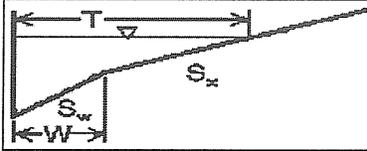
| Land Use or Surface Characteristics | Percentage Imperviousness (%) |
|--|----------------------------------|
| Business: | |
| Downtown Areas | 95 |
| Suburban Areas | 75 |
| Residential lots (lot area only): | |
| Single-family | |
| 2.5 acres or larger | 12 |
| 0.75 – 2.5 acres | 20 |
| 0.25 – 0.75 acres | 30 |
| 0.25 acres or less | 45 |
| Apartments | 75 |
| Industrial: | |
| Light areas | 80 |
| Heavy areas | 90 |
| Parks, cemeteries | 10 |
| Playgrounds | 25 |
| Schools | 55 |
| Railroad yard areas | 50 |
| Undeveloped Areas: | |
| Historic flow analysis | 2 |
| Greenbelts, agricultural | 2 |
| Off-site flow analysis (when land use not defined) | 45 |
| Streets: | |
| Paved | 100 |
| Gravel (packed) | 40 |
| Drive and walks | 90 |
| Roofs | 90 |
| Lawns, sandy soil | 2 |
| Lawns, clayey soil | 2 |

APPENDIX B
STREET ANALYSIS

Minor Storm Gutter Capacities

Erie Commons, Block 5

Job Number: 2020-45



$$Q = Q_s / (1 - E_0)$$

$$E_0 = (1 + [(S_w / S_x) / ([1 + (S_w / S_x) / (T / W - 1)]^{8/3} - 1)])^{-1}$$

$$Q_s = (0.56 / n) * S_x^{5/3} * S_L^{1/2} * T_s^{8/3}$$

$$T_s = (T - W)$$

Local Streets - No curb overtopping. Flow may spread to crown of street.

| Basin | Q_s (cfs) | Characteristics | | Inputs | | | | | | | Calculations | | |
|-------|----------------|--------------------------|-----------|------------------|------------------|-----------|-----------|------------------|-------|---------------------|--------------|----------------|--|
| | | FL - CL Width (ft) | Curb Type | S_x (ft/ft) | S_w (ft/ft) | T (ft) | W (ft) | S_L (ft/ft) | n | Reduction Factor | E_0 | Q_s (cfs) | Allowable Gutter Capacity (cfs) |
| E10 | 1.36 | 20.0 | Vertical | 0.020 | 0.083 | 12.00 | 2.00 | 0.0080 | 0.016 | 1.00 | 0.492 | 2.14 | 4.21 |
| E11 | 1.10 | 17.0 | Vertical | 0.020 | 0.083 | 12.00 | 2.00 | 0.0080 | 0.016 | 1.00 | 0.492 | 2.14 | 4.21 |
| E15 | 0.34 | 18.0 | Vertical | 0.020 | 0.083 | 16.00 | 2.00 | 0.0280 | 0.016 | 0.80 | 0.373 | 9.83 | 12.53 |
| E16 | 0.76 | 18.0 | Vertical | 0.020 | 0.083 | 12.00 | 2.00 | 0.0142 | 0.016 | 1.00 | 0.492 | 2.85 | 5.62 |

Major Storm Street Analysis

Erie Commons, Block 5

Job Number: 2020-45

The proposed streets have adequate capacity to convey the 100-year flows.

Analyzed Section : Downstream End of Basins E10 & E11

Contributing Basins : E10-E19

Private Street Section: 49.0 Feet Back of Walk to Back of Walk, 24 Feet FL to FL & Vertical Curbs

| Area (ac) | C ₁₀₀ | T _c (min) | I ₁₀₀ (in/hr) | Q ₁₀₀ (cfs) | Q ₅ (cfs) | Req'd Capacity (cfs) | Downstream Street Slope (ft/ft) | Street Capacity (cfs) |
|--------------|------------------|-------------------------|-----------------------------|---------------------------|-------------------------|----------------------------|---------------------------------------|-----------------------------|
| 9.05 | 0.75 | 9.5 | 7.39 | 49.83 | 16.23 | 33.60 | 0.0080 | 65.99 |

Town of Erie 100-Year One-Hour Rainfall Depth =

2.68 inches

Intensity = $28.5 * P_1 / ((10 + T_c)^{0.786})$

RA-3, USDCM Vol. 1

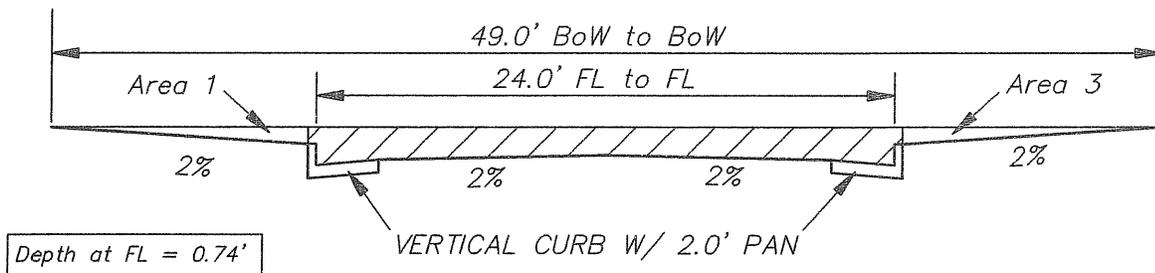
Notes:

1. The above 5-year runoff rate is the summation of the upstream contributing 5-year basin flow rates. (E12-E19)
2. The above time of concentration is from the analyzed time of concentration from Basin E10.
3. Assumption: At least the summation of the upstream contributing 5-year basin runoff rates will be captured by the storm sewer during the 100-year storm event.

HURST & ASSOCIATES, INC.
 1265 S. Public Road, Suite B
 Lafayette, CO 80026
 303.449.9105

JOB 2020-40 -- ERIE COMMONS, BLOCK 5
 CALCULATED BY TA DATE 04/16/2019
 CHECKED BY _____ DATE _____
 SCALE: NTS SHEET NO. _____ OF _____

**PRIVATE STREET: 49.0 FEET BACK OF WALK TO BACK OF WALK, 24.0 FEET
 24.0 FEET FLOWLINE TO FLOWLINE WITH VERTICAL CURBS.**



AREA 1:
 WET PERIMETER: 1.44 S.F.
 n: 12.00 FEET
 SLOPE: 0.035
 REDUCTION FACTOR: 0.80%
 AREA 1 CAPACITY: 1.00
 1.15 CFS

AREA 2:
 WET PERIMETER: 12.39 S.F.
 n: 25.67 FEET
 SLOPE: 0.016
 REDUCTION FACTOR: 0.80%
 AREA 2 CAPACITY: 1.00
 54.85 CFS

$$Q_{allow} = \frac{1.486}{n} (A) \left(\frac{A}{W.P.} \right)^{2/3} S^{1/2} * \text{Reduction Factor}$$

AREA 3:
 WET PERIMETER: 1.44 S.F.
 n: 12.00 FEET
 SLOPE: 0.035
 REDUCTION FACTOR: 0.80%
 AREA 3 CAPACITY: 1.00
 1.15 CFS

FULL STREET CAPACITY = 65.99 CFS

100-Year Storm Overflow at SE-2

| | |
|---|-----------------------------|
| Contributing Basins : | D1, D5, E1, E2, E3, E10-E19 |
| Contributing Area : | 29.61 acres |
| C_{100} : | 0.71 |
| Time of Concentration : | 27.8 min |
| 100-Year One-Hour Rainfall Depth : | 2.68 in |
| I_{100} : | 4.39 in/hr |
| Q_{100} | 92.39 cfs |
| Summation of Upstream Minor Storm Flows : | 43.38 cfs |
| 100-Year Overflow @ SE-2 = | 49.01 cfs |

*Per the Erie Commons Filing No. 2 Final Drainage Report as prepared by Hurst & Associates and dated January 9, 2006, the approved 100-Year Overflow at SE-2 is 77 cfs.

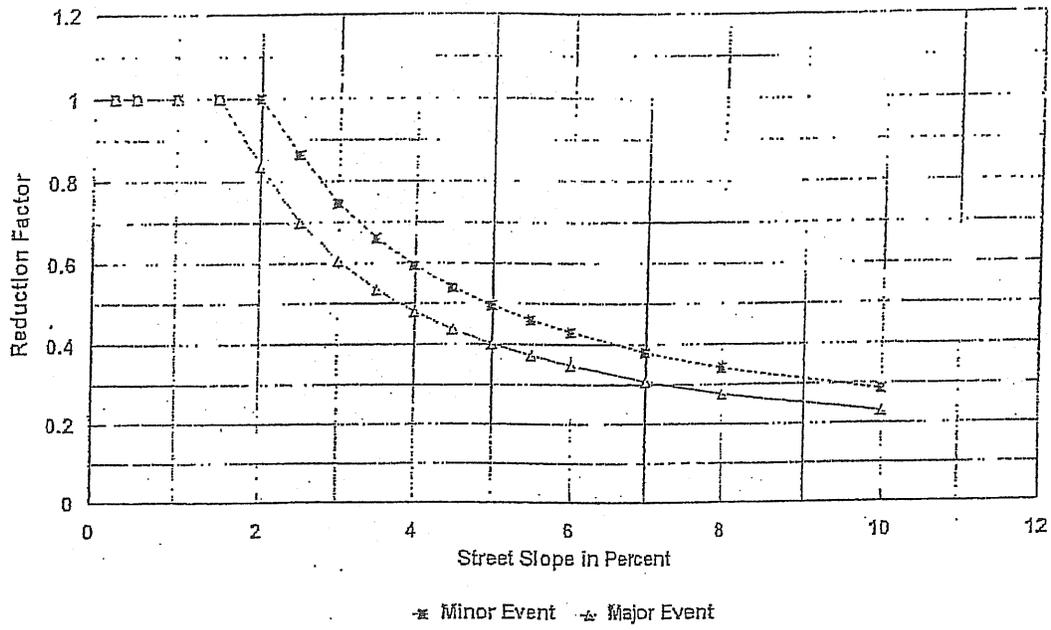


FIGURE ST-2
Reduction Factor for Gutter Flow

APPENDIX C
INLET ANALYSIS

$$\text{Intensity} = 28.5 * P_1 / ((10 + T_c)^{0.786})$$

Eq. RA-3 (USDCM, Volume 1)

Erie Commons, Block 5

P_1 = 1-hour point rainfall depth

Job Number: 2020-45

T_c = Time of Concentration

Erie's One-Hour Rainfall Depth = 1.11 inches

Type 'R' Inlet Analysis - 5-Year Minor Storm

| Structure Number | Basins | Area (acres) | C_s | T_c (min.) | I_5 (in/hr) | 5-Yr. Flows (cfs) | Upstream Inlet By-Pass Flows (cfs) | 5-Yr. Design Flow (cfs) | Flow Depth (ft) | Condition | Grade (%) | Inlet Size | Capacity (cfs) | By-Pass Flows (cfs) |
|------------------|----------|--------------|-------|--------------|---------------|-------------------|------------------------------------|-------------------------|-----------------|-----------|-----------|------------|----------------|---------------------|
| SD-7 | D1, D5 | 2.77 | 0.36 | 16.0 | 2.45 | 2.44 | 0 | 2.44 | 0.50 | Sump | - | 5 Foot | 5.0 | 0.00 |
| SE-15 | E15, E16 | 0.59 | 0.53 | 7.2 | 3.38 | 1.06 | 0 | 1.06 | 0.50 | Sump | - | 5 Foot | 5.0 | 0.00 |
| SE-8 | E11 | 0.61 | 0.54 | 7.7 | 3.30 | 1.10 | 0 | 1.10 | 0.50 | Cont. | 0.5 | 5 Foot | 3.1 | 0.00 |
| SE-6 | E10 | 0.73 | 0.61 | 9.5 | 3.06 | 1.36 | 0 | 1.36 | 0.50 | Cont. | 0.6 | 5 Foot | 3.2 | 0.00 |
| SE-3 | E1 | 3.47 | 0.35 | 27.8 | 1.82 | 2.20 | 0 | 2.20 | 0.50 | Sump | - | 5 Foot | 5.0 | 0.00 |
| SE-2 | E2 | 3.66 | 0.39 | 15.9 | 2.45 | 3.46 | 0 | 3.46 | 0.50 | Sump | - | 5 Foot | 5.0 | 0.00 |

Type 'R' Inlets - Sump Condition - 0.5 Foot Allowable Depth

5' Type 'R' Inlet Allowable Capacity from Figure 806 = 5.00 cfs
 10' Type 'R' Inlet Allowable Capacity from Figure 806= 10.50 cfs
 15' Type 'R' Inlet Allowable Capacity from Figure 806= 16.50 cfs

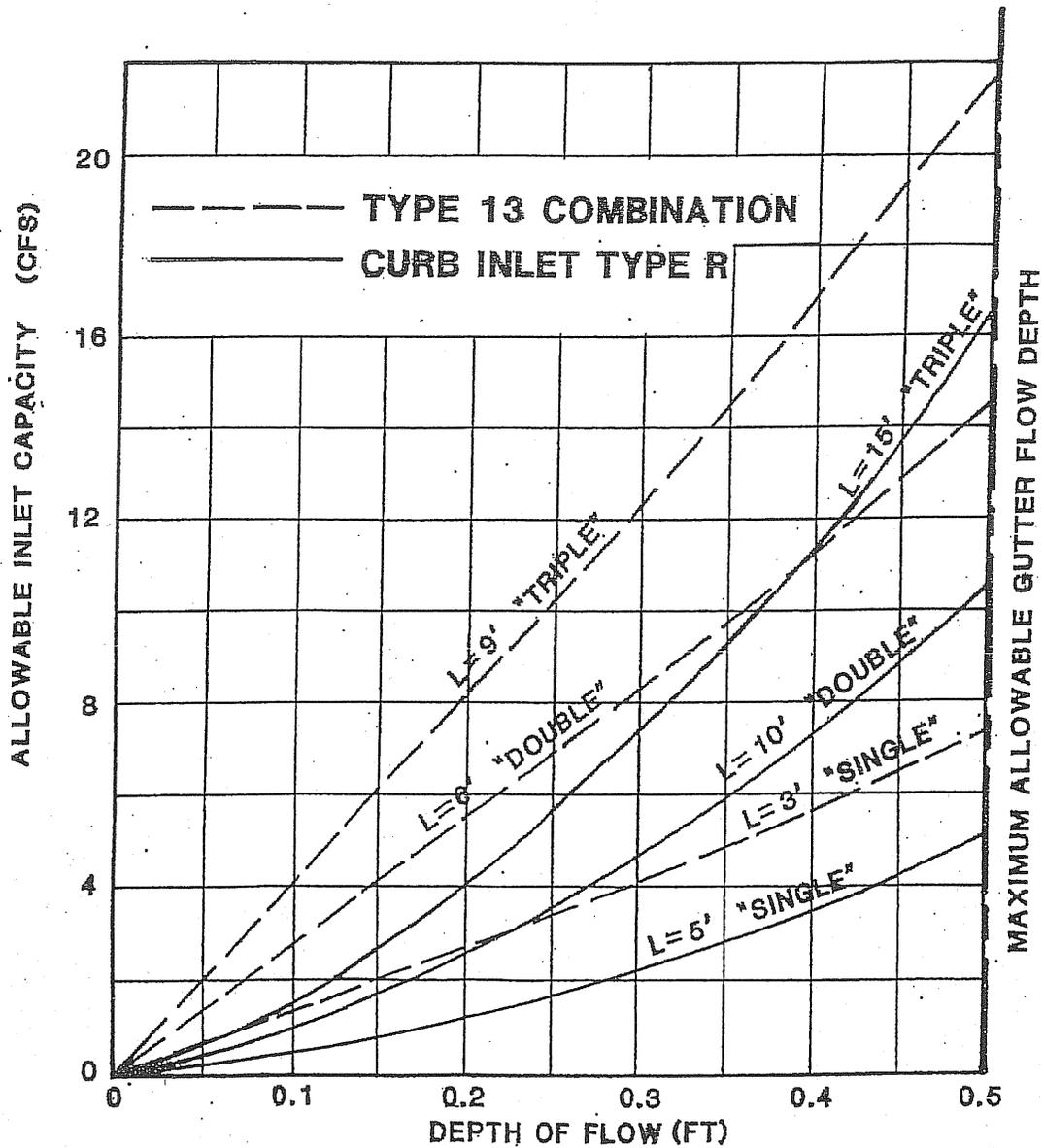
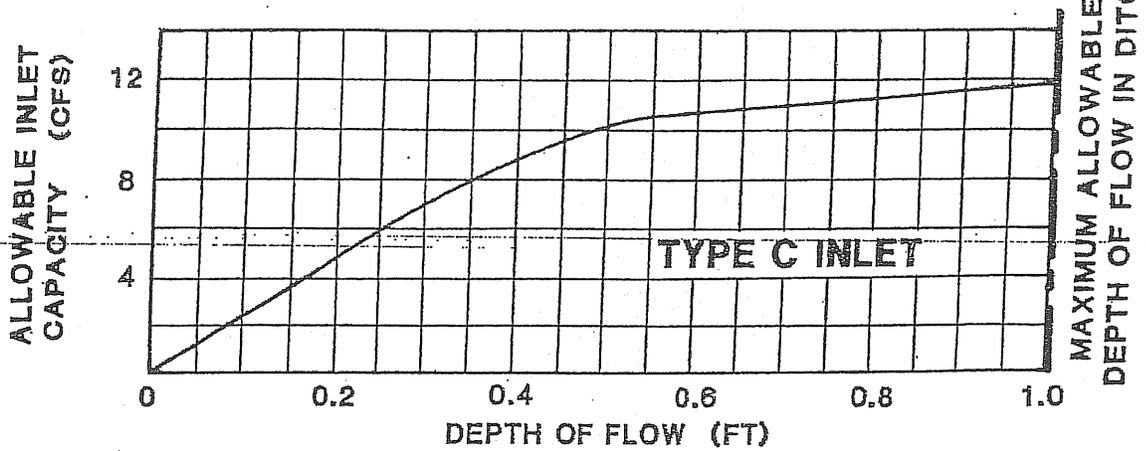
5 Foot Type 'R' Inlets - Continuous Grade - 0.5 Foot Allowable Depth

| Street Grade | Figure 805 Allowable Capacity (cfs) | Figure 805 Reduction Factor | Figure 805 Theoretical Capacity (cfs) | Design Reduction Factor | Design Capacity (cfs) |
|--------------|-------------------------------------|-----------------------------|---------------------------------------|-------------------------|-----------------------|
| 0.5 | 3.05 | 0.88 | 3.47 | 0.90 | 3.12 |
| 0.6 | 3.10 | 0.88 | 3.52 | 0.90 | 3.17 |
| 0.8 | 3.80 | 0.88 | 4.32 | 0.90 | 3.89 |
| 1.0 | 4.00 | 0.88 | 4.55 | 0.90 | 4.09 |
| 1.1 | 4.05 | 0.88 | 4.60 | 0.90 | 4.14 |
| 1.2 | 4.10 | 0.88 | 4.66 | 0.90 | 4.19 |
| 1.3 | 4.15 | 0.88 | 4.72 | 0.90 | 4.24 |
| 1.4 | 4.20 | 0.88 | 4.77 | 0.90 | 4.30 |
| 1.5 | 4.20 | 0.88 | 4.77 | 0.90 | 4.30 |
| 1.6 | 4.25 | 0.88 | 4.83 | 0.90 | 4.35 |
| 1.7 | 4.30 | 0.88 | 4.89 | 0.90 | 4.40 |
| 1.8 | 4.35 | 0.88 | 4.94 | 0.90 | 4.45 |
| 1.9 | 4.40 | 0.88 | 5.00 | 0.90 | 4.50 |
| 2.0 | 4.40 | 0.88 | 5.00 | 0.90 | 4.50 |
| 2.1 | 4.40 | 0.88 | 5.00 | 0.90 | 4.50 |
| 2.2 | 4.40 | 0.88 | 5.00 | 0.90 | 4.50 |
| 2.3 | 4.40 | 0.88 | 5.00 | 0.90 | 4.50 |
| 2.5 | 4.40 | 0.88 | 5.00 | 0.90 | 4.50 |
| 2.7 | 4.45 | 0.88 | 5.06 | 0.90 | 4.55 |
| 2.8 | 4.45 | 0.88 | 5.06 | 0.90 | 4.55 |
| 4.0 | 4.50 | 0.88 | 5.11 | 0.90 | 4.60 |
| 4.8 | 4.55 | 0.88 | 5.17 | 0.90 | 4.65 |

10 Foot Type 'R' Inlets - Continuous Grade - 0.5 Foot Allowable Depth

| Street Grade | Figure 805 Allowable Capacity (cfs) | Figure 805 Reduction Factor | Figure 805 Theoretical Capacity (cfs) | Design Reduction Factor | Design Capacity (cfs) |
|--------------|-------------------------------------|-----------------------------|---------------------------------------|-------------------------|-----------------------|
| 0.8 | 6.60 | 0.92 | 7.17 | 0.90 | 6.46 |
| 1.0 | 7.40 | 0.92 | 8.04 | 0.90 | 7.24 |
| 1.1 | 7.48 | 0.92 | 8.13 | 0.90 | 7.32 |
| 1.2 | 7.56 | 0.92 | 8.22 | 0.90 | 7.40 |
| 1.3 | 7.64 | 0.92 | 8.30 | 0.90 | 7.47 |
| 1.4 | 7.72 | 0.92 | 8.39 | 0.90 | 7.55 |
| 1.5 | 7.80 | 0.92 | 8.48 | 0.90 | 7.63 |
| 1.6 | 7.84 | 0.92 | 8.52 | 0.90 | 7.67 |
| 1.7 | 7.88 | 0.92 | 8.57 | 0.90 | 7.71 |
| 1.8 | 7.92 | 0.92 | 8.61 | 0.90 | 7.75 |
| 1.9 | 7.96 | 0.92 | 8.65 | 0.90 | 7.79 |
| 2.0 | 8.00 | 0.92 | 8.70 | 0.90 | 7.83 |
| 2.1 | 8.00 | 0.92 | 8.70 | 0.90 | 7.83 |
| 2.2 | 8.00 | 0.92 | 8.70 | 0.90 | 7.83 |
| 2.3 | 8.00 | 0.92 | 8.70 | 0.90 | 7.83 |
| 2.5 | 7.90 | 0.92 | 8.59 | 0.90 | 7.73 |
| 2.7 | 7.90 | 0.92 | 8.59 | 0.90 | 7.73 |
| 2.8 | 7.90 | 0.92 | 8.59 | 0.90 | 7.73 |
| 3.3 | 7.85 | 0.92 | 8.53 | 0.90 | 7.68 |
| 4.0 | 7.80 | 0.92 | 8.48 | 0.90 | 7.63 |
| 4.8 | 7.70 | 0.92 | 8.37 | 0.90 | 7.53 |

**ALLOWABLE INLET CAPACITY
SUMP CONDITIONS - ALL INLETS**



APPENDIX D
STORM PIPE ANALYSIS

Storm Pipe Sizing - 5 Year Minor Storm Event

$$\text{Intensity} = 28.5 * P_1 / ((10 + T_c)^{0.786})$$

Town of Erie 5-Year One-Hour Rainfall Depth=

RA-3, USDCM Vol. 1

1.11 inches

Erie Commons, Block 5

Job Number: 2020-45

| Upstream & Downstream Design Points | Basins | Area (acres) | C _s | Slope (ft/ft) | Length (ft) | Routed T _c | | T _c (min) | I _s (in/hr) | 5-Year Design Flow (cfs) | Pipe Size (in) | Pipe Capacity (cfs) |
|-------------------------------------|----------------|--------------|----------------|---------------|-------------|-----------------------|----------------------|----------------------|------------------------|--------------------------|----------------|---------------------|
| | | | | | | Route | T _i (min) | | | | | |
| SE-20 | SE-19 E19 | 1.05 | 0.55 | 0.0109 | 32.00 | E19 | 5.0 | 0.0 | 3.76 | 2.19 | 18 | 10.97 |
| SE-19 | SE-17 E19 | 1.05 | 0.55 | 0.0236 | 235.00 | | | | 3.76 | 2.19 | 18 | 16.14 |
| SE-18 | SE-17 E18 | 1.36 | 0.58 | 0.0100 | 30.00 | E18 | 5.0 | 0.0 | 3.76 | 2.95 | 18 | 10.50 |
| SE-17 | SE-14 E18, E19 | 2.40 | 0.57 | 0.0137 | 226.83 | | | | 3.76 | 5.14 | 18 | 12.30 |
| SE-16 | SE-15 E17 | 1.14 | 0.56 | 0.0100 | 25.00 | E17 | 5.0 | 0.0 | 3.76 | 2.39 | 18 | 10.50 |
| SE-15 | SE-14 E15-E17 | 1.73 | 0.55 | 0.0111 | 27.00 | E16 | 7.2 | 0.0 | 3.38 | 3.21 | 18 | 11.07 |
| SE-14 | SE-12 E15-E19 | 4.14 | 0.56 | 0.0126 | 163.17 | SE-15 | 7.2 | 0.1 | 3.37 | 7.79 | 18 | 11.79 |
| SE-13 | SE-12 E14 | 0.79 | 0.55 | 0.0100 | 30.00 | E14 | 5.0 | 0.0 | 3.76 | 1.64 | 18 | 10.50 |
| SE-12 | SE-10 E14-E19 | 4.92 | 0.56 | 0.0121 | 210.00 | SE-14 | 7.3 | 0.5 | 3.29 | 9.04 | 18 | 11.55 |
| SE-11 | SE-10 E13 | 1.17 | 0.57 | 0.0100 | 30.00 | E13 | 5.0 | 0.0 | 3.76 | 2.50 | 18 | 10.50 |
| SE-10 | SE-7 E13-E19 | 6.09 | 0.56 | 0.0091 | 105.97 | SE-12 | 7.8 | 0.7 | 3.19 | 10.88 | 24 | 21.58 |
| SE-9 | SE-8 E12 | 1.62 | 0.57 | 0.0127 | 15.00 | E12 | 5.0 | 0.0 | 3.76 | 3.46 | 18 | 11.84 |
| SE-8 | SE-7 E11, E12 | 2.24 | 0.56 | 0.0100 | 12.00 | E11 | 7.7 | 0.0 | 3.30 | 4.14 | 18 | 10.50 |
| SE-7 | SE-6 E11-E19 | 8.33 | 0.56 | 0.0100 | 12.00 | SE-10 | 8.5 | 0.4 | 3.14 | 14.66 | 24 | 22.62 |
| SE-6 | SE-5 E10-E19 | 9.05 | 0.56 | 0.0060 | 50.00 | SE-7 | 8.9 | 0.0 | 3.14 | 16.02 | 24 | 17.52 |

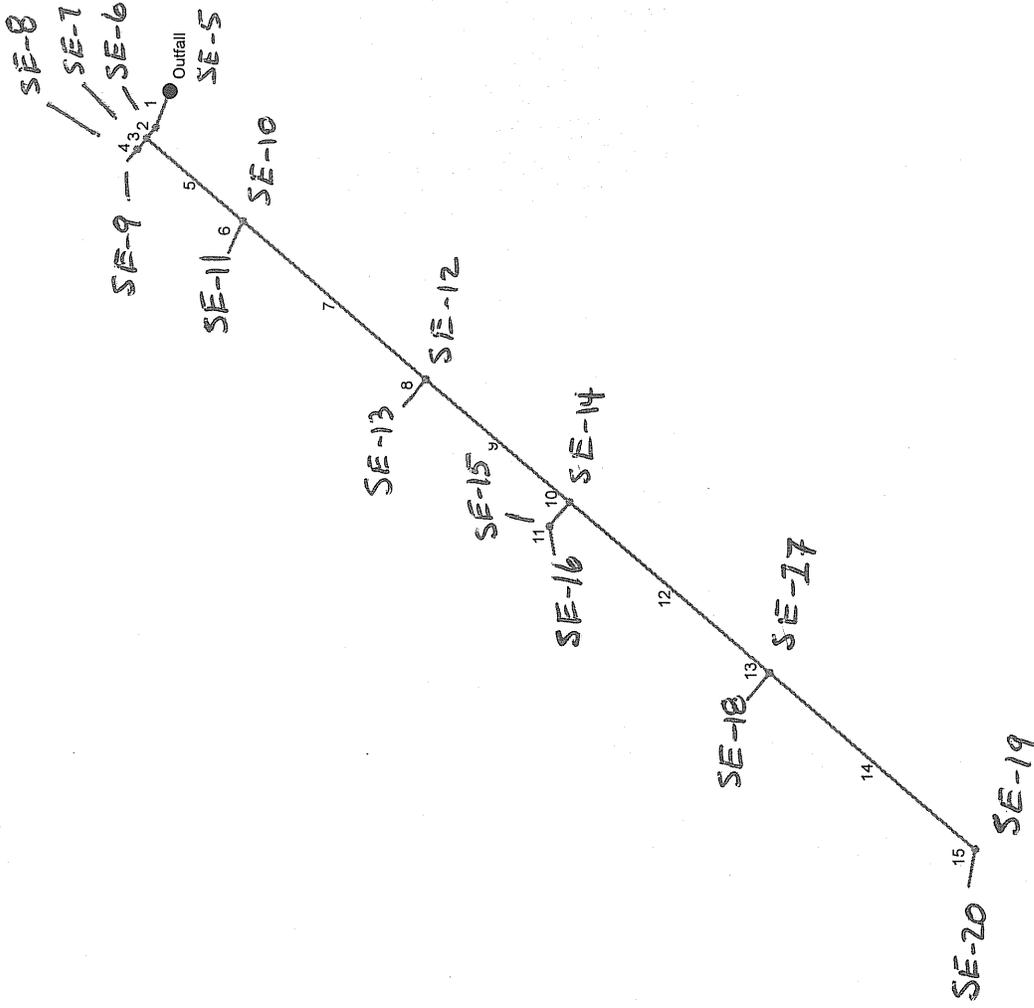
Notes:

1. The assumed velocity of the runoff in the storm pipes is 5.0 fps.

Hydraflow Storm Sewers Plan

S-YEAR ANALYSIS

Starting HGL = 5032.00
(INV @ SE-5 +
100-YR SWALE DEPTH)



Project File: 202040-BLK5-5YR-1.stm

Number of lines: 15

Date: 04-16-2019

Storm Sewer Inventory Report

| Line No. | Alignment | | | Flow Data | | | Physical Data | | | | | | | Line ID | | | |
|----------|----------------|------------------|------------------|-----------|---------------|---------------|------------------|------------------|-------------------|----------------|-------------------|----------------|------------|---------|-------------|------------------|--------------------|
| | Dnstr line No. | Line length (ft) | Defl angle (deg) | Junc type | Known Q (cfs) | Dmg area (ac) | Runoff coeff (C) | Inlet time (min) | Invert El Dn (ft) | Line slope (%) | Invert El Up (ft) | Line size (in) | Line shape | | N value (n) | J-loss coeff (K) | Inlet/ Rim El (ft) |
| 1 | End | 50.00 | -158.92 | MH | 16.02 | 0.00 | 0.00 | 0.0 | 5029.92 | 0.60 | 5030.22 | 24 | Cir | 0.012 | 0.37 | 5035.43 | SE-6 TO SE-5 |
| 2 | 1 | 12.00 | 18.69 | Curb | 14.66 | 0.00 | 0.00 | 0.0 | 5030.32 | 1.00 | 5030.44 | 24 | Cir | 0.012 | 1.50 | 5035.80 | SE-7 TO SE-6 |
| 3 | 2 | 12.00 | 0.00 | Curb | 4.14 | 0.00 | 0.00 | 0.0 | 5030.54 | 1.00 | 5030.66 | 18 | Cir | 0.012 | 0.50 | 5035.43 | SE-8 TO SE-7 |
| 4 | 3 | 15.00 | 0.00 | None | 3.46 | 0.00 | 0.00 | 0.0 | 5030.76 | 1.27 | 5030.95 | 18 | Cir | 0.012 | 1.00 | 5036.50 | SE-9 TO SE-8 |
| 5 | 2 | 105.97 | -90.00 | MH | 10.88 | 0.00 | 0.00 | 0.0 | 5030.54 | 0.91 | 5031.50 | 24 | Cir | 0.012 | 0.97 | 5036.96 | SE-10 TO SE-7 |
| 6 | 5 | 30.00 | 75.00 | None | 2.50 | 0.00 | 0.00 | 0.0 | 5031.70 | 1.00 | 5032.00 | 18 | Cir | 0.012 | 1.00 | 5037.50 | SE-11 TO SE-10 |
| 7 | 5 | 210.00 | 0.00 | MH | 9.04 | 0.00 | 0.00 | 0.0 | 5031.70 | 1.21 | 5034.25 | 18 | Cir | 0.012 | 1.00 | 5039.94 | SE-12 TO SE-10 |
| 8 | 7 | 30.00 | 90.00 | None | 1.64 | 0.00 | 0.00 | 0.0 | 5034.45 | 1.00 | 5034.75 | 18 | Cir | 0.012 | 1.00 | 5040.50 | SE-13 TO SE-12 |
| 9 | 7 | 163.17 | 0.00 | MH | 7.79 | 0.00 | 0.00 | 0.0 | 5034.45 | 1.26 | 5036.50 | 18 | Cir | 0.012 | 1.00 | 5042.26 | SE-14 TO SE-12 |
| 10 | 9 | 27.00 | 90.00 | Curb | 3.21 | 0.00 | 0.00 | 0.0 | 5036.70 | 1.11 | 5037.00 | 18 | Cir | 0.012 | 1.21 | 5041.73 | SE-15 TO SE-14 |
| 11 | 10 | 25.00 | -50.13 | None | 2.39 | 0.00 | 0.00 | 0.0 | 5037.10 | 1.00 | 5037.35 | 18 | Cir | 0.012 | 1.00 | 5043.50 | SE-16 TO SE-15 |
| 12 | 9 | 226.83 | 0.00 | MH | 5.14 | 0.00 | 0.00 | 0.0 | 5036.70 | 1.37 | 5039.80 | 18 | Cir | 0.012 | 1.00 | 5045.50 | SE-17 TO SE-14 |
| 13 | 12 | 30.00 | 90.00 | None | 2.95 | 0.00 | 0.00 | 0.0 | 5040.00 | 1.00 | 5040.30 | 18 | Cir | 0.012 | 1.00 | 5046.00 | SE-18 TO SE-17 |
| 14 | 12 | 235.00 | 0.00 | MH | 2.19 | 0.00 | 0.00 | 0.0 | 5040.00 | 2.36 | 5045.55 | 18 | Cir | 0.012 | 0.89 | 5051.24 | SE-19 TO SE-17 |
| 15 | 14 | 32.00 | 60.00 | None | 2.19 | 0.00 | 0.00 | 0.0 | 5045.75 | 1.09 | 5046.10 | 18 | Cir | 0.012 | 1.00 | 5052.00 | SE-20 TO SE-19 |

Project File: 202040-BLK5-5YR-1.stm

Number of lines: 15

Date: 05-10-2019

Hydraulic Grade Line Computations

| Line | Size (in) | Q (cfs) | Downstream | | | | | | Len (ft) | Upstream | | | | | | | Check | | JL coeff (K) | Minor loss (ft) | | | |
|------|-----------|---------|------------------|---------------|------------|-------------|------------|---------------|----------|---------------|--------|------------------|---------------|------------|-------------|------------|---------------|---------------|--------------|-----------------|--------|------------|------------------|
| | | | Invert elev (ft) | HGL elev (ft) | Depth (ft) | Area (sqft) | Vel (ft/s) | Vel head (ft) | | EGL elev (ft) | Sf (%) | Invert elev (ft) | HGL elev (ft) | Depth (ft) | Area (sqft) | Vel (ft/s) | Vel head (ft) | EGL elev (ft) | | | Sf (%) | Ave Sf (%) | Energy loss (ft) |
| 1 | 24 | 16.02 | 5029.92 | 5032.00 | 2.00 | 3.14 | 5.10 | 0.40 | 5032.40 | 0.428 | 50.00 | 5030.22 | 5032.21 | 1.99 | 3.14 | 5.10 | 0.41 | 5032.61 | 0.398 | 0.413 | 0.206 | 0.37 | 0.15 |
| 2 | 24 | 14.66 | 5030.32 | 5032.42 | 2.00 | 3.14 | 4.67 | 0.34 | 5032.76 | 0.358 | 12.00 | 5030.44 | 5032.44 | 2.00 | 3.14 | 4.67 | 0.34 | 5032.78 | 0.355 | 0.356 | 0.043 | 1.50 | 0.51 |
| 3 | 18 | 4.14 | 5030.54 | 5033.20 | 1.50 | 1.77 | 2.34 | 0.09 | 5033.29 | 0.132 | 12.00 | 5030.66 | 5033.22 | 1.50 | 1.77 | 2.34 | 0.09 | 5033.30 | 0.132 | 0.132 | 0.016 | 0.50 | 0.04 |
| 4 | 18 | 3.46 | 5030.76 | 5033.29 | 1.50 | 1.77 | 1.96 | 0.06 | 5033.35 | 0.093 | 15.00 | 5030.95 | 5033.30 | 1.50 | 1.77 | 1.96 | 0.06 | 5033.36 | 0.093 | 0.093 | 0.014 | 1.00 | 0.06 |
| 5 | 24 | 10.88 | 5030.54 | 5033.10 | 2.00 | 3.14 | 3.46 | 0.19 | 5033.29 | 0.197 | 105.97 | 5031.50 | 5033.27 | 1.77 | 2.94 | 3.70 | 0.21 | 5033.48 | 0.176 | 0.187 | 0.198 | 0.97 | 0.21 |
| 6 | 18 | 2.50 | 5031.70 | 5033.66 | 1.50 | 1.77 | 1.41 | 0.03 | 5033.69 | 0.048 | 30.00 | 5032.00 | 5033.67 | 1.50 | 1.77 | 1.41 | 0.03 | 5033.70 | 0.048 | 0.048 | 0.014 | 1.00 | 0.03 |
| 7 | 18 | 9.04 | 5031.70 | 5033.48 | 1.50 | 1.77 | 5.12 | 0.41 | 5033.88 | 0.632 | 210.00 | 5034.25 | 5035.40 j | 1.15** | 1.45 | 6.23 | 0.60 | 5036.00 | 0.726 | 0.679 | n/a | 1.00 | n/a |
| 8 | 18 | 1.64 | 5034.45 | 5035.97 | 1.50 | 1.77 | 0.93 | 0.01 | 5035.99 | 0.021 | 30.00 | 5034.75 | 5035.98 | 1.23 | 1.55 | 1.06 | 0.02 | 5036.00 | 0.021 | 0.021 | 0.006 | 1.00 | 0.02 |
| 9 | 18 | 7.79 | 5034.45 | 5035.70 | 1.25 | 1.57 | 4.96 | 0.38 | 5036.08 | 0.456 | 163.17 | 5036.50 | 5037.57 j | 1.07** | 1.34 | 5.80 | 0.52 | 5038.09 | 0.644 | 0.550 | n/a | 1.00 | 0.52 |
| 10 | 18 | 3.21 | 5036.70 | 5037.97 | 1.27 | 1.60 | 2.01 | 0.06 | 5038.04 | 0.075 | 27.00 | 5037.00 | 5037.95 | 0.95 | 1.18 | 2.72 | 0.11 | 5038.07 | 0.149 | 0.112 | 0.030 | 1.21 | 0.14 |
| 11 | 18 | 2.39 | 5037.10 | 5038.09 | 0.99 | 1.24 | 1.93 | 0.06 | 5038.15 | 0.074 | 25.00 | 5037.35 | 5038.05 | 0.70 | 0.81 | 2.97 | 0.14 | 5038.19 | 0.227 | 0.150 | 0.038 | 1.00 | 0.14 |
| 12 | 18 | 5.14 | 5036.70 | 5037.96 | 1.26 | 1.58 | 3.25 | 0.16 | 5038.12 | 0.196 | 226.83 | 5039.80 | 5040.67 j | 0.87** | 1.06 | 4.87 | 0.37 | 5041.03 | 0.511 | 0.354 | n/a | 1.00 | n/a |
| 13 | 18 | 2.95 | 5040.00 | 5040.99 | 0.99 | 1.24 | 2.38 | 0.09 | 5041.08 | 0.113 | 30.00 | 5040.30 | 5040.96 j | 0.66** | 0.75 | 3.94 | 0.24 | 5041.20 | 0.421 | 0.267 | 0.080 | 1.00 | 0.24 |
| 14 | 18 | 2.19 | 5040.00 | 5041.01 | 1.01 | 1.26 | 1.73 | 0.05 | 5041.06 | 0.059 | 235.00 | 5045.55 | 5046.12 j | 0.56** | 0.61 | 3.60 | 0.20 | 5046.32 | 0.408 | 0.233 | n/a | 0.89 | 0.18 |
| 15 | 18 | 2.19 | 5045.75 | 5046.29 | 0.54 | 0.58 | 3.80 | 0.23 | 5046.52 | 0.476 | 32.00 | 5046.10 | 5046.67 | 0.56** | 0.61 | 3.60 | 0.20 | 5046.87 | 0.408 | 0.442 | n/a | 1.00 | 0.20 |

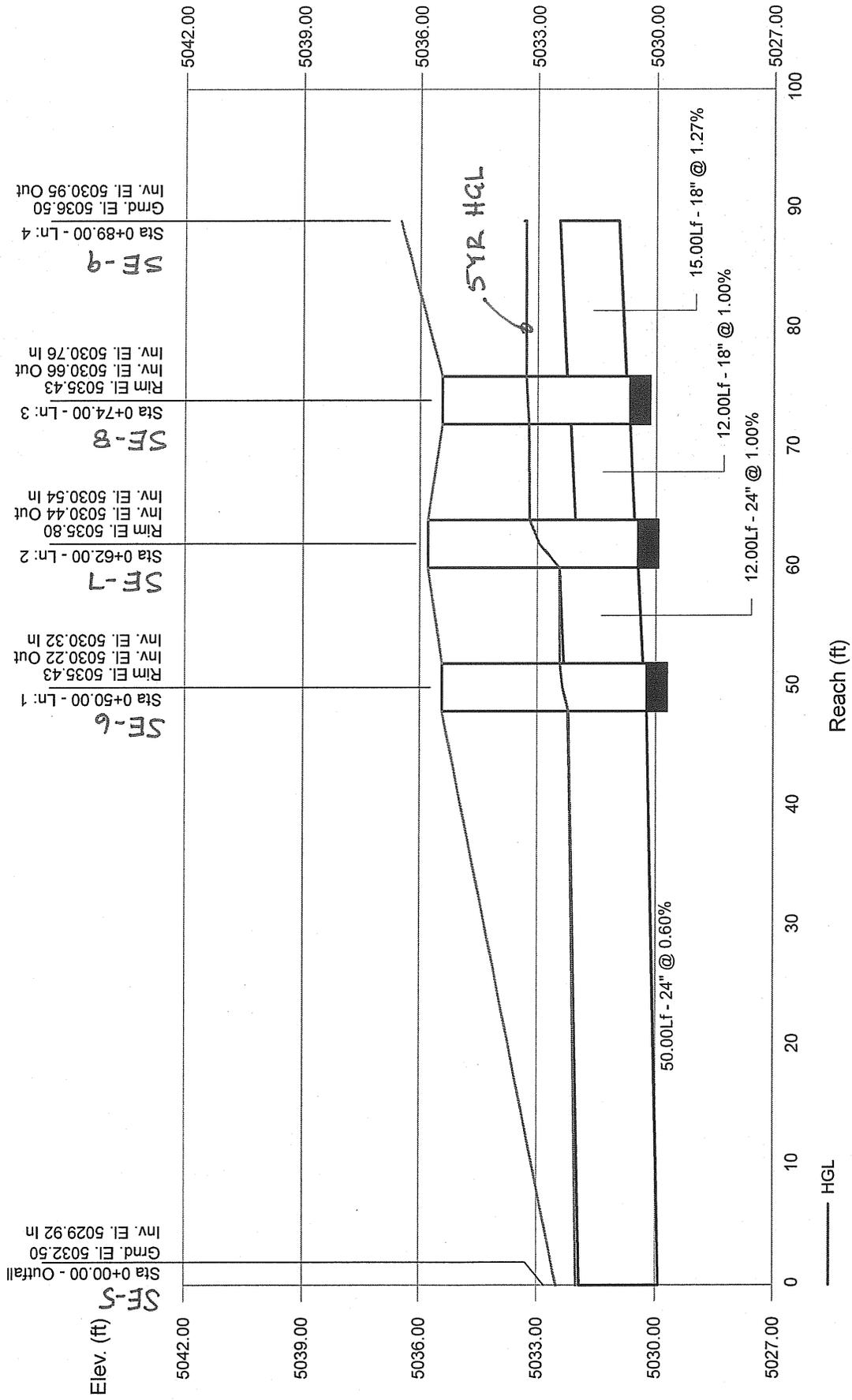
Project File: 202040-BLK5-5YR-1.stm

Number of lines: 15

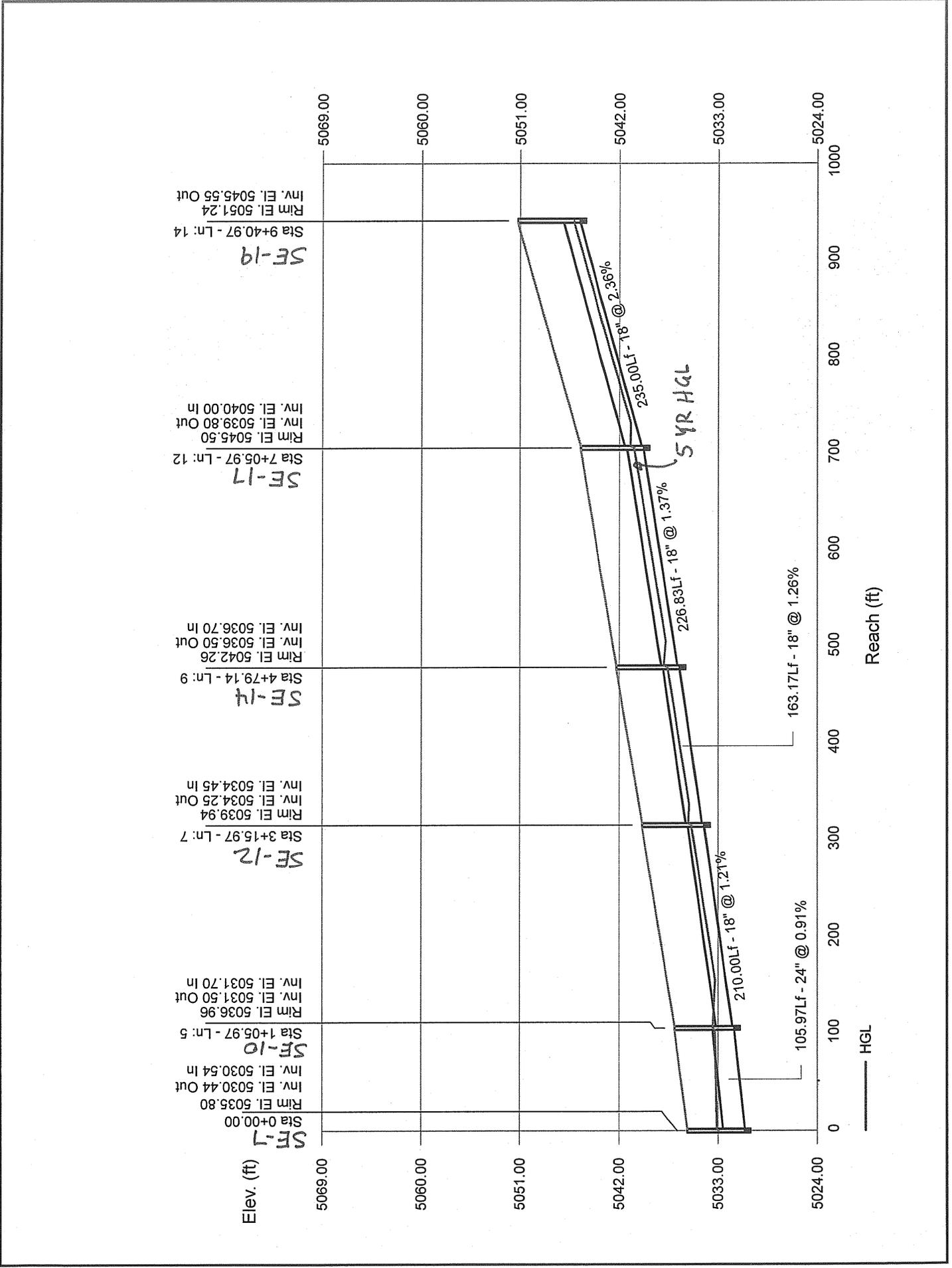
Run Date: 05-10-2019

Notes: ; ** Critical depth.; j-Line contains hyd. jump. ; c = cir e = ellip b = box

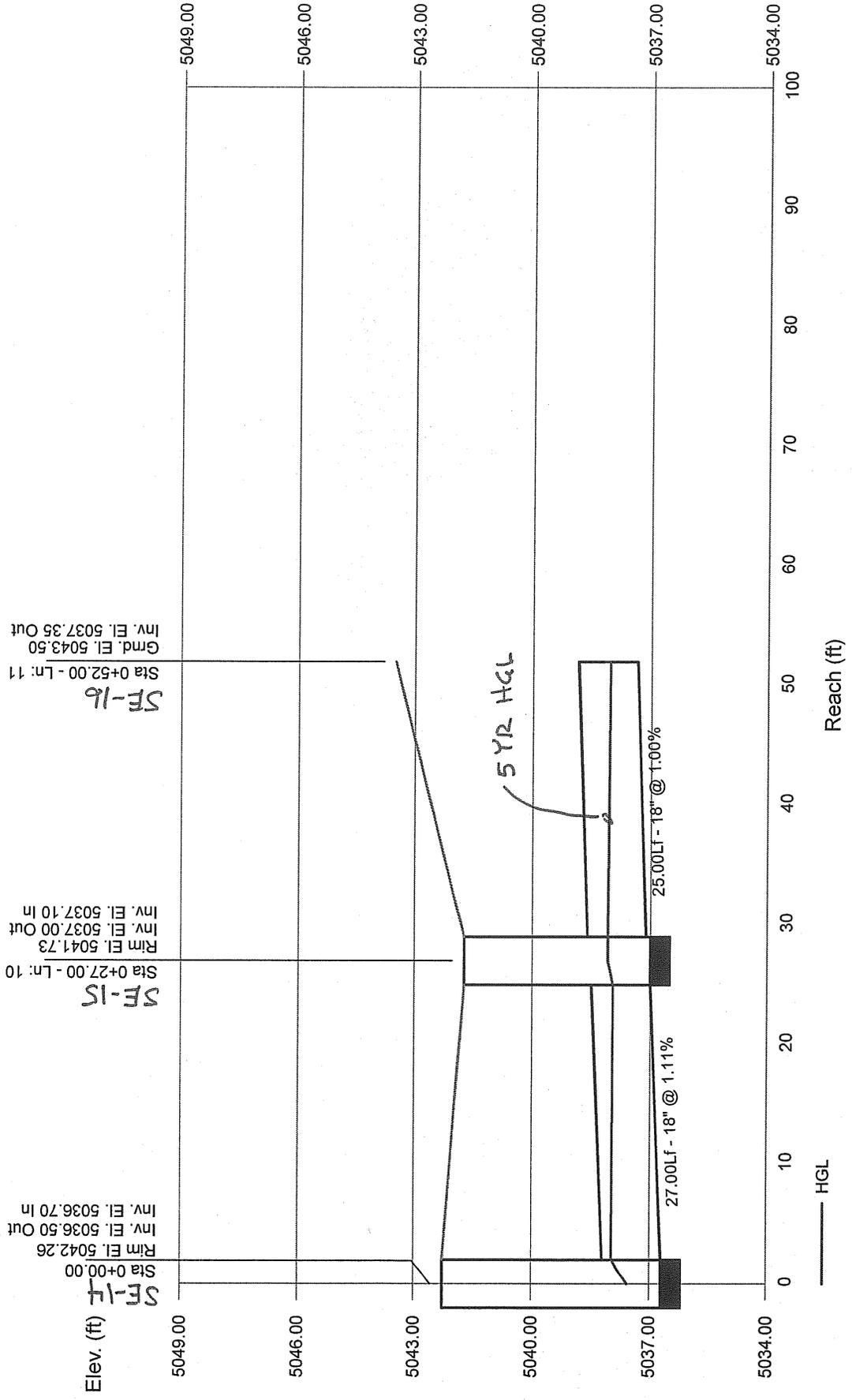
Storm Sewer Profile



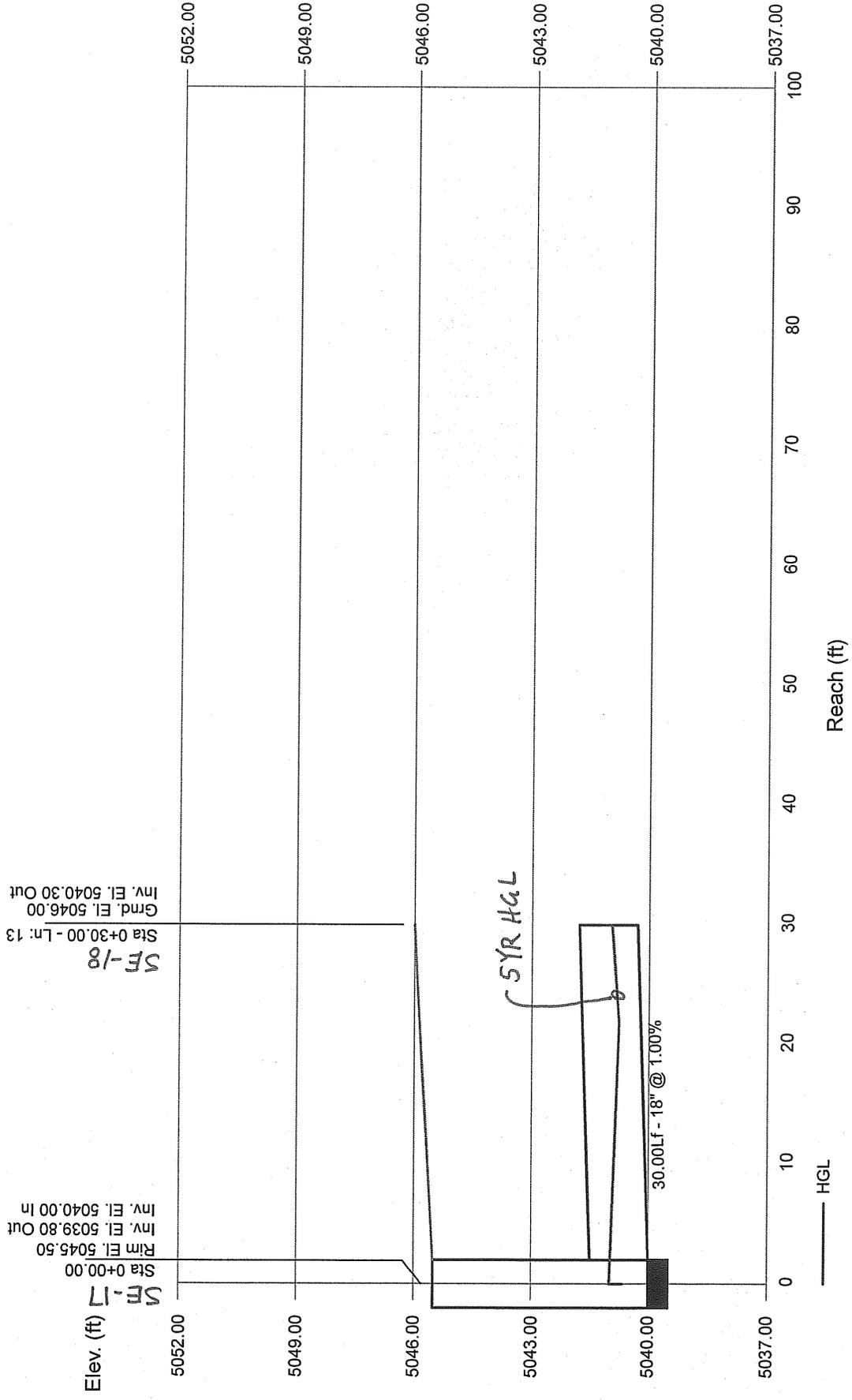
Storm Sewer Profile



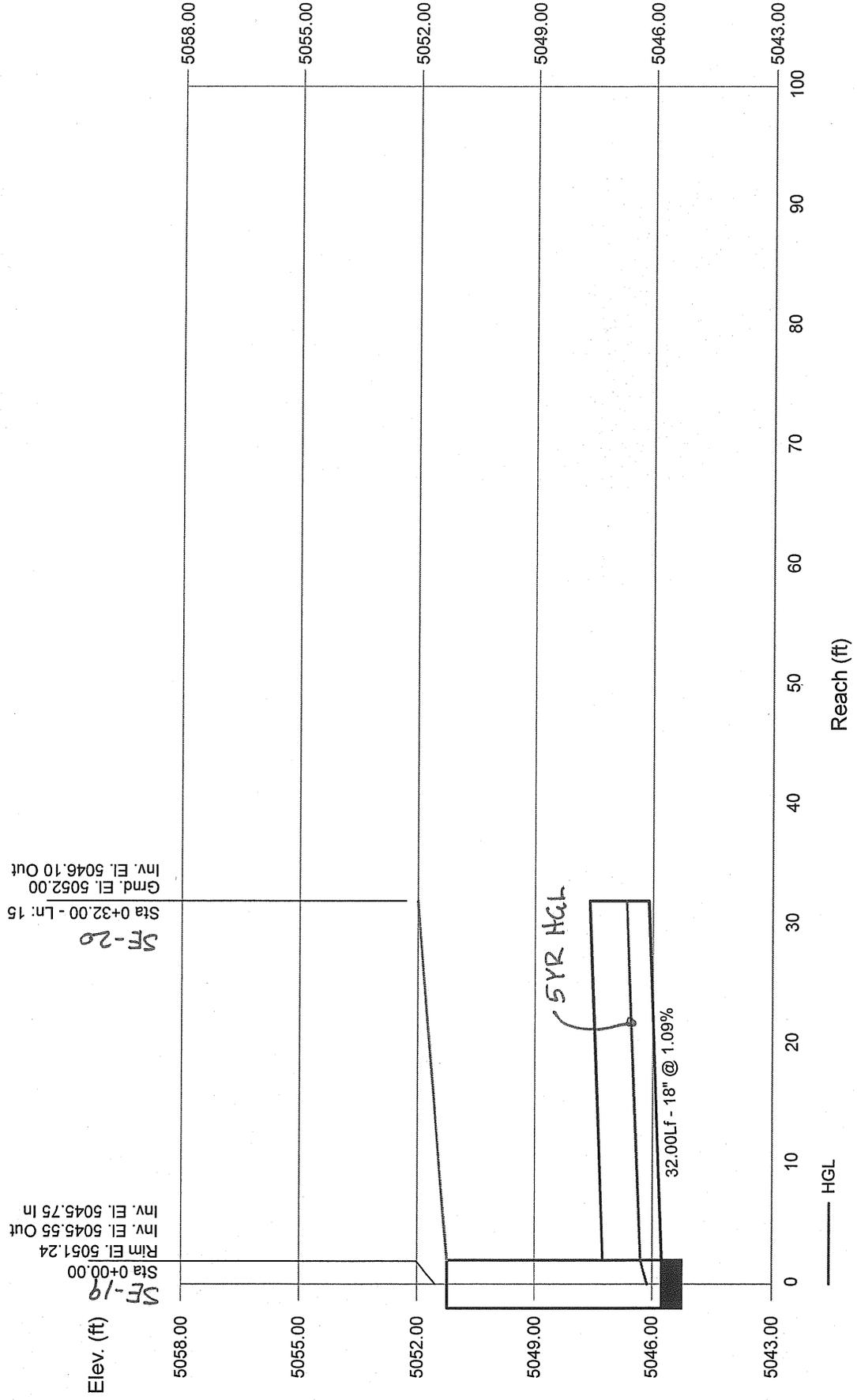
Storm Sewer Profile



Storm Sewer Profile



Storm Sewer Profile



Storm Pipe Sizing - 5 Year Minor Storm Event

Intensity = $28.5 * P_1 / ((10 + T_c)^{0.786})$

Town of Erie 5-Year One-Hour Rainfall Depth=

RA-3, USDCM Vol. 1

0.00 inches

Erie Commons, Block 5

Job Number: 2020-45

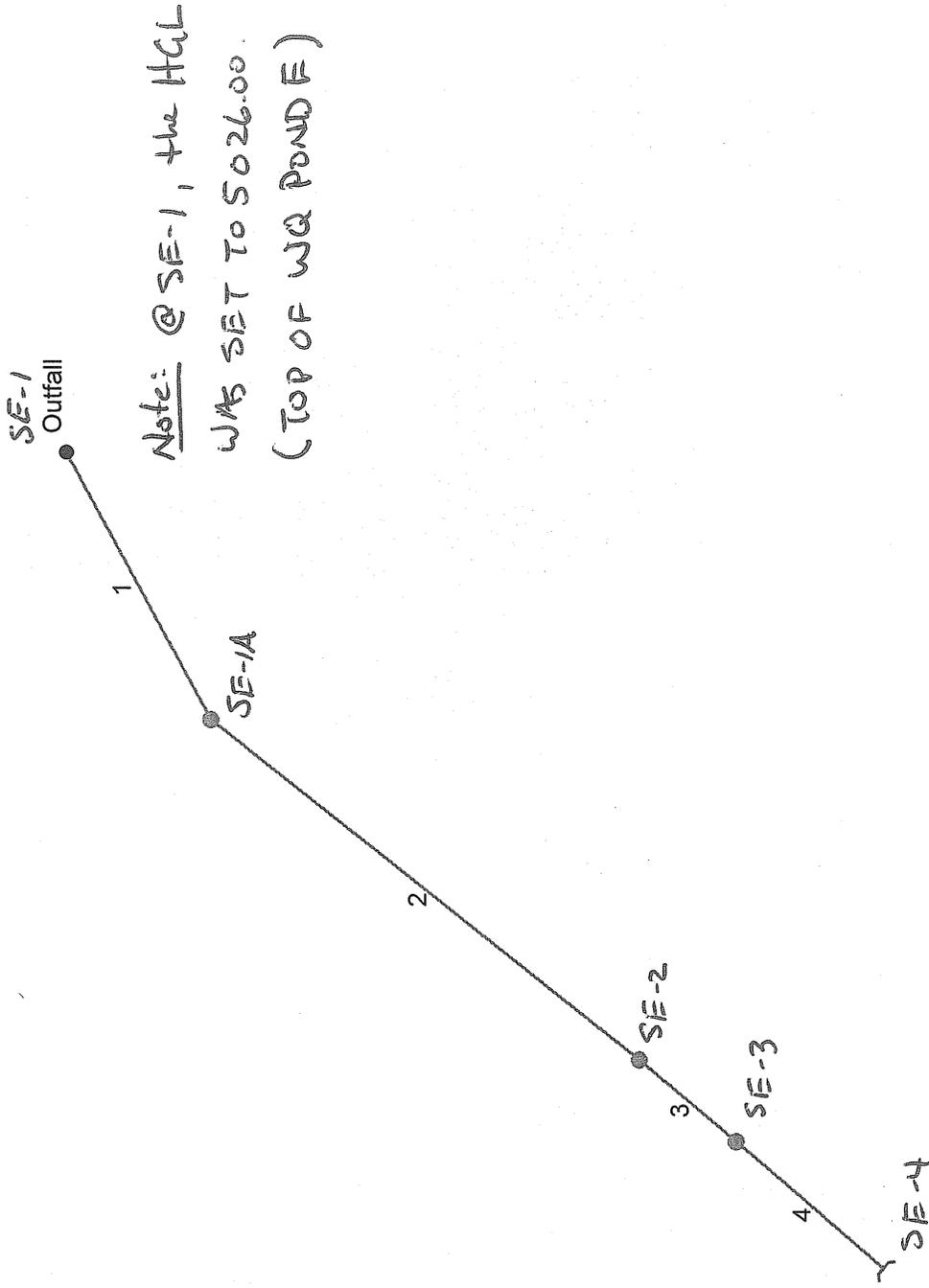
| Upstream & Downstream Design Points | Basins | Area (acres) | C _s | Slope (ft/ft) | Length (ft) | Routed T _c | | T _c (min) | I _s (in/hr) | Design Flow (cfs) | Pipe Size (in) | Pipe Capacity (cfs) | | |
|-------------------------------------|--------|-----------------|----------------|---------------|-------------|-----------------------|----------------------|----------------------|------------------------|-------------------|----------------|---------------------|----|--------|
| | | | | | | Route | T _i (min) | | | | | | | |
| SE-4 | SE-3 | E3, E10-E19 | 19.71 | 0.57 | 0.0031 | 89.96 | E3 | 12.4 | 0.0 | 12.4 | 2.75 | 30.63 | 36 | 37.14 |
| SE-3 | SE-2 | E1, E3, E10-E19 | 23.18 | 0.53 | 0.0069 | 36.06 | E1 | 27.8 | 0.0 | 27.8 | 1.82 | 22.47 | 36 | 55.40 |
| SE-2 | SE-1A | E1-E3, E10-E19 | 26.84 | 0.51 | 0.0098 | 155.10 | SE-3 | 27.8 | 0.1 | 28.0 | 1.81 | 24.98 | 36 | 66.03 |
| SE-1A | SE-1A | E1-E3, E10-E19 | 26.84 | 0.51 | 0.0453 | 85.81 | SE-1A | 28.0 | 0.5 | 28.5 | 1.80 | 24.72 | 36 | 141.96 |

Notes:

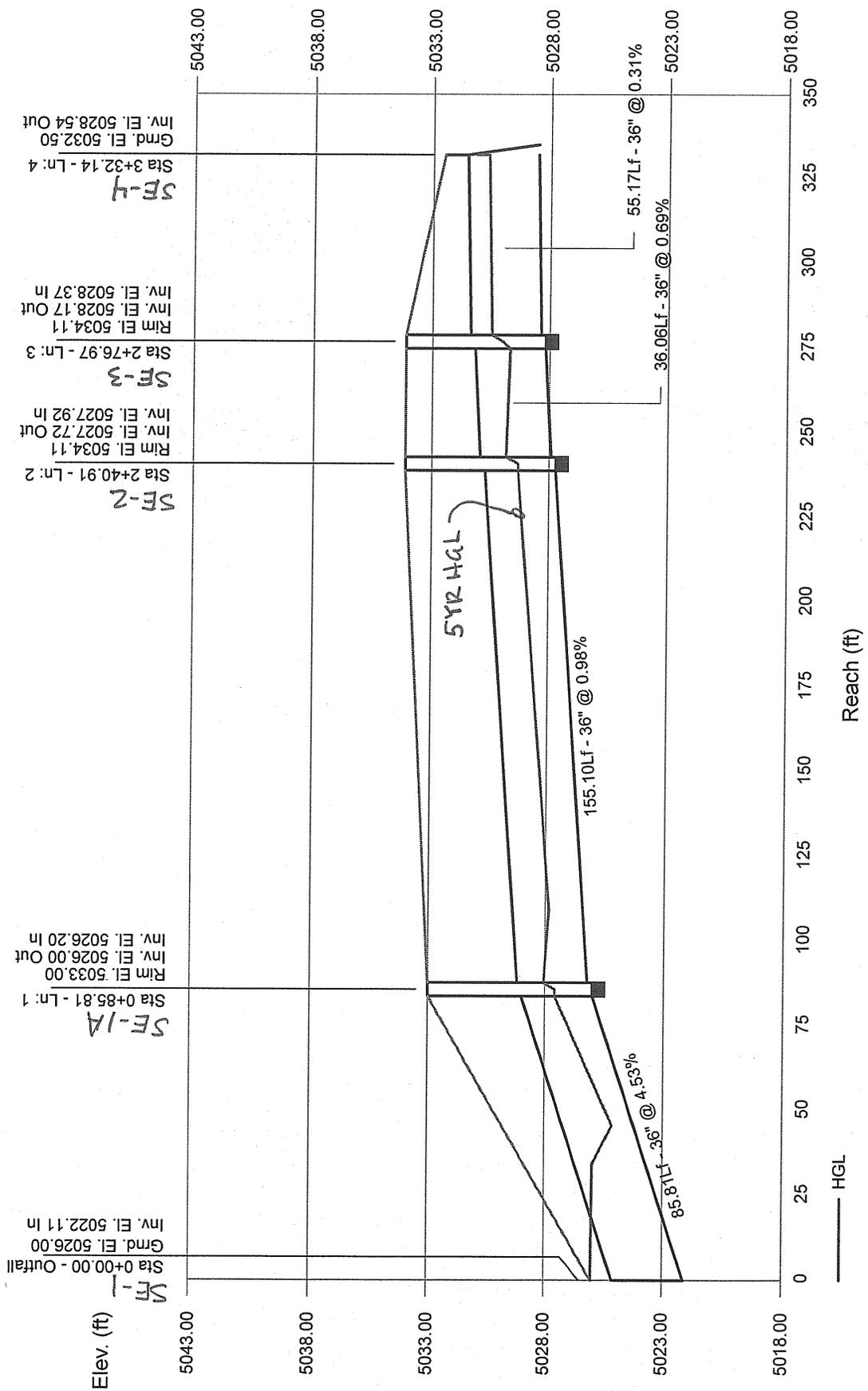
1. The assumed velocity of the runoff in the storm pipes is 5.0 fps.

Hydraflow Storm Sewers Plan

5-YEAR ANALYSIS



Storm Sewer Profile



Storm Sewer Inventory Report

| Line No. | Alignment | | | | Flow Data | | | | Physical Data | | | | | | | Line ID | |
|----------|----------------|------------------|------------------|-----------|---------------|----------------|------------------|------------------|--------------------|----------------|--------------------|----------------|------------|-------------|------------------|---------|--------------------|
| | Dnstr line No. | Line length (ft) | Defl angle (deg) | Junc type | Known Q (cfs) | Drng area (ac) | Runoff coeff (C) | Inlet time (min) | Invert. El Dn (ft) | Line slope (%) | Invert. El Up (ft) | Line size (in) | Line shape | N value (n) | J-loss coeff (K) | | Inlet/ Rim El (ft) |
| 1 | End | 85.81 | 150.87 | MH | 24.72 | 0.00 | 0.00 | 0.0 | 5022.11 | 4.53 | 5026.00 | 36 | Cir | 0.013 | 0.44 | 5033.00 | SE-1A TO SE-1 |
| 2 | 1 | 155.10 | -22.87 | Curb | 24.98 | 0.00 | 0.00 | 0.0 | 5026.20 | 0.98 | 5027.72 | 36 | Cir | 0.013 | 0.50 | 5034.11 | SE-2 TO SE-1A |
| 3 | 2 | 36.06 | 1.88 | Curb | 22.47 | 0.00 | 0.00 | 0.0 | 5027.92 | 0.69 | 5028.17 | 36 | Cir | 0.013 | 0.50 | 5034.11 | SE-3 TO SE-2 |
| 4 | 3 | 55.17 | 0.03 | Hdwl | 30.63 | 0.00 | 0.00 | 0.0 | 5028.37 | 0.31 | 5028.54 | 36 | Cir | 0.013 | 1.00 | 5032.50 | SE-4 TO SE-3 |

Project File: 202040-BLK5-5YR-2.stm

Number of lines: 4

Date: 05-10-2019

Hydraulic Grade Line Computations

| Line | Size (in) | Q (cfs) | Downstream | | | | | | Len (ft) | Upstream | | | | | | | JL coeff (K) | Minor loss (ft) | | | | | |
|------|-----------|---------|------------------|---------------|------------|-------------|------------|---------------|----------|---------------|--------|------------------|---------------|------------|-------------|------------|--------------|-----------------|---------------|---------------|--------|------------|----------------|
| | | | Invert elev (ft) | HGL elev (ft) | Depth (ft) | Area (sqft) | Vel (ft/s) | Vel head (ft) | | EGL elev (ft) | Sf (%) | Invert elev (ft) | HGL elev (ft) | Depth (ft) | Area (sqft) | Vel (ft/s) | | | Vel head (ft) | EGL elev (ft) | Sf (%) | Ave Sf (%) | Engy loss (ft) |
| 1 | 36 | 24.72 | 5022.11 | 5026.00 | 3.00 | 7.07 | 3.50 | 0.19 | 5026.19 | 0.137 | 85.81 | 5026.00 | 5027.59 j | 1.58** | 3.79 | 6.53 | 0.66 | 5028.25 | 0.457 | 0.297 | n/a | 0.44 | 0.29 |
| 2 | 36 | 24.98 | 5026.20 | 5028.05 | 1.85 | 4.58 | 5.45 | 0.46 | 5028.52 | 0.285 | 155.10 | 5027.72 | 5029.31 j | 1.59** | 3.81 | 6.55 | 0.67 | 5029.98 | 0.459 | 0.372 | n/a | 0.50 | 0.33 |
| 3 | 36 | 22.47 | 5027.92 | 5029.82 | 1.90 | 4.73 | 4.75 | 0.35 | 5030.17 | 0.213 | 36.06 | 5028.17 | 5029.69 | 1.52** | 3.59 | 6.26 | 0.61 | 5030.30 | 0.436 | 0.324 | 0.117 | 0.50 | 0.30 |
| 4 | 36 | 30.63 | 5028.37 | 5030.45 | 2.08* | 5.23 | 5.85 | 0.53 | 5030.98 | 0.308 | 55.17 | 5028.54 | 5030.62 | 2.08 | 5.23 | 5.86 | 0.53 | 5031.15 | 0.309 | 0.308 | 0.170 | 1.00 | 0.53 |

Project File: 202040-BLK5-5YR-2.stm

Number of lines: 4

Run Date: 05-10-2019

Notes: * Normal depth assumed.; ** Critical depth.; j-Line contains hyd. jump. ; c = cir e = ellip b = box

APPENDIX E
SWALE ANALYSIS

Erie Commons, Block 5

Job Number: 2020-45

Swale A-A - 100-Year Analysis

| Swale Characteristics | |
|---|---------------|
| Contributing Basin : | E3, E10-E19 |
| Area : (acres) | 19.71 |
| C ₁₀₀ : | 0.75 |
| Time of Concentration : (minutes) | 12.4 |
| I ₁₀₀ : (in/hr) | 6.64 |
| Design flow (Q₁₀₀) (cfs): | 97.53 |
| Slope of channel bank (z:1) (entre z): | 4 |
| Base width (b) (ft) | 5 |
| Minimum channel depth (ft): | 5.00 |
| Downstream Slope of Swale (S) (ft/ft): | 0.0051 |
| Manning's n: | 0.035 |
| 100-Year Depth Calculations | |
| 100-Year Depth (y_n) (ft): | 2.08 |
| 100-year depth area (A) (ft ²): | 27.71 |
| 100-year depth wetted perimeter (P) (ft): | 22.15 |
| 100-year depth top Width (ft): | 21.64 |
| Capacity at 100-year depth (cfs): | 97.53 |
| 100-year velocity (v _n) (fps): | 3.5 |
| Froude number: | 0.55 |
| Full Depth Calculations | |
| Full depth area (A) (ft ²): | 125.00 |
| Full depth wetted perimeter (P) (ft): | 46.23 |
| Full depth top width (ft) : | 45.00 |
| Capacity at full depth (cfs) : | 735.58 |
| Design freeboard (ft) : | 2.92 |

APPENDIX F
RIPRAP ANALYSIS

Rip Rap at SE-5
8.0' L x 13.0' W x 2' D Type 'M' Rip Rap

Rip Rap Sizing
Erie Commons, Block 5
Job Number: 2020-45

Storm Pipe SE-6 to SE-5 Capacity = 17.52 cfs
Pipe Diameter (D_c) = 2.00 feet
Width of Conduit (W) = 2.00 feet
Tailwater Depth (Y_t) = 2.08 feet

For Figure 9-38,
 $Q / D^{1.5} = 6.2$
 $Y_t / D = 1.0$

From Figure 9-38, Type 'L' is allowable, but Type 'M' will be used.

Rip Rap Depth

T (Minimum Thickness) = $2.0 * D_{50}$
 D_{50} (Type 'M') = 12 inches
 $T = 24$ inches

A Rip Rap Depth of 24 inches will be used.

Rip Rap Length

$L_p = (1/(2 * \tan \Theta)) * (A_t/Y_t - W)$ *Equation 9-11*
 $A_t = Q/V$ *Equation 9-12*
 A_t (Velocity = 7.0 fps) = 2.50 sf

For Figure 9-35,
 $Y_t / D = 1.0$
 $Q / D^{2.5} = 3.1$
Expansion Factor, $1/(2*\tan\Theta) = 6.7$
*From Fig 9-35

$L_p = -5.3$ feet

A design length of 8.0 feet will be used.

Rip Rap Width

A design width of 13.0 feet will be used. (5 foot swale base + 4 feet each side)

$$H_a = \frac{(H + Y_n)}{2}$$

Equation 9-19

Where the maximum value of H_a shall not exceed H , and:

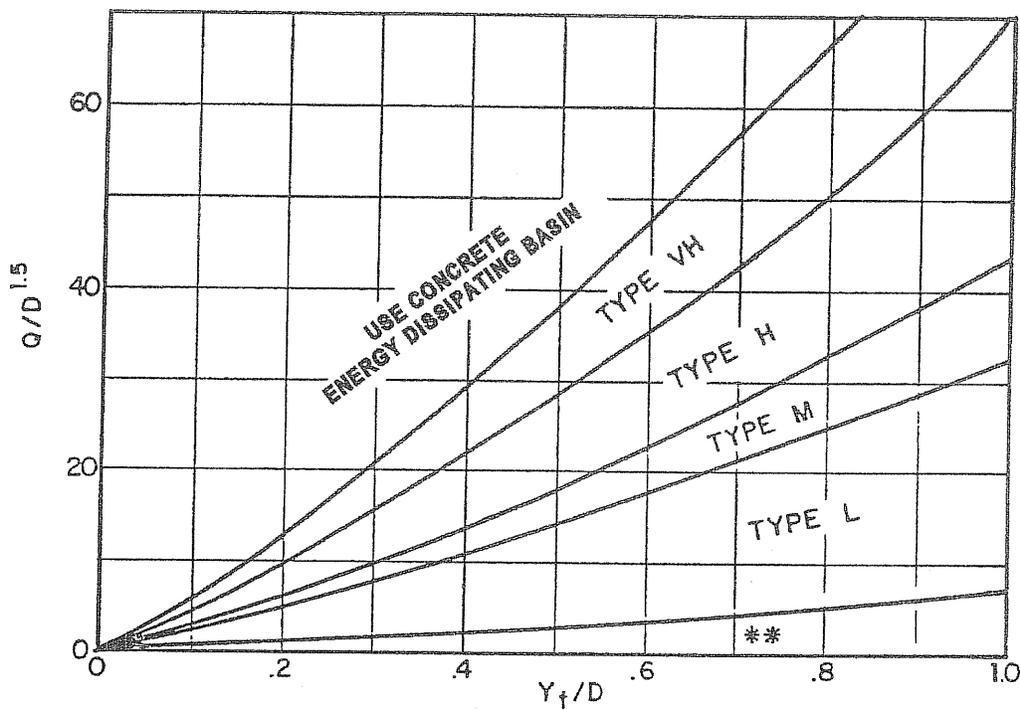
D_a = parameter to use in place of D in Figure 9-38 when flow is supercritical (ft)

D_c = diameter of circular culvert (ft)

H_a = parameter to use in place of H in Figure 9-39 when flow is supercritical (ft)

H = height of rectangular culvert (ft)

Y_n = normal depth of supercritical flow in the culvert (ft)



Use D_a instead of D whenever flow is supercritical in the barrel.
 ** Use Type L for a distance of $3D$ downstream.

Figure 9-38. Riprap erosion protection at circular conduit outlet (valid for $Q/D^{2.5} \leq 6.0$)

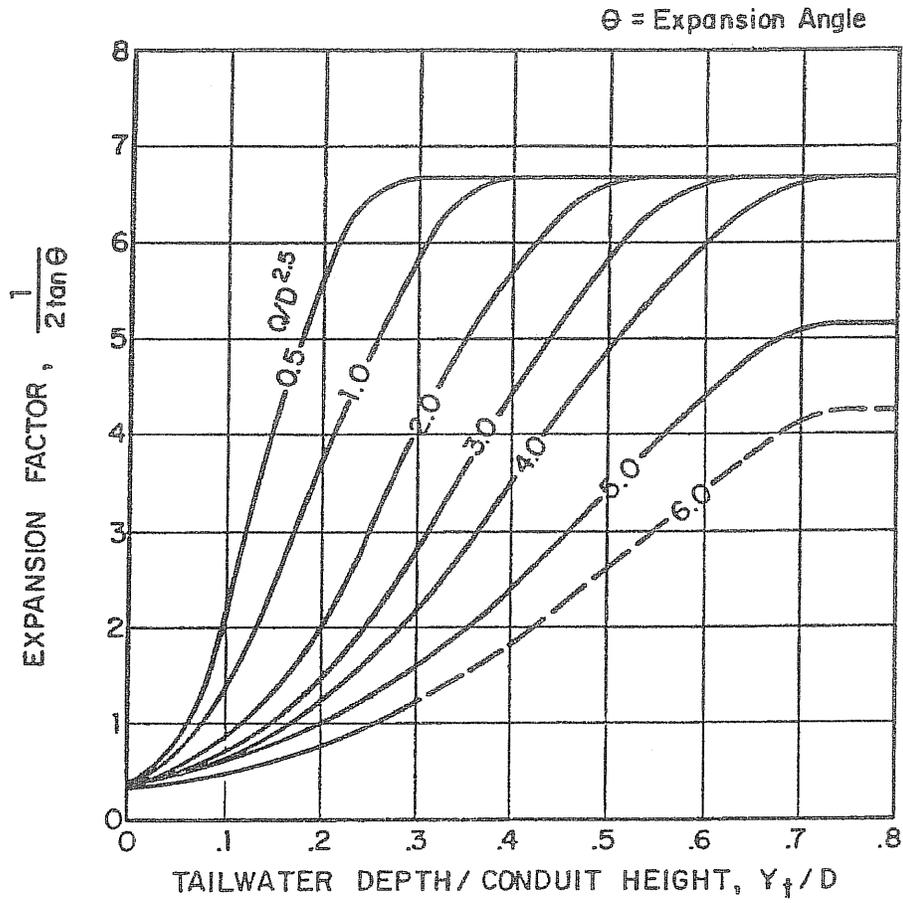
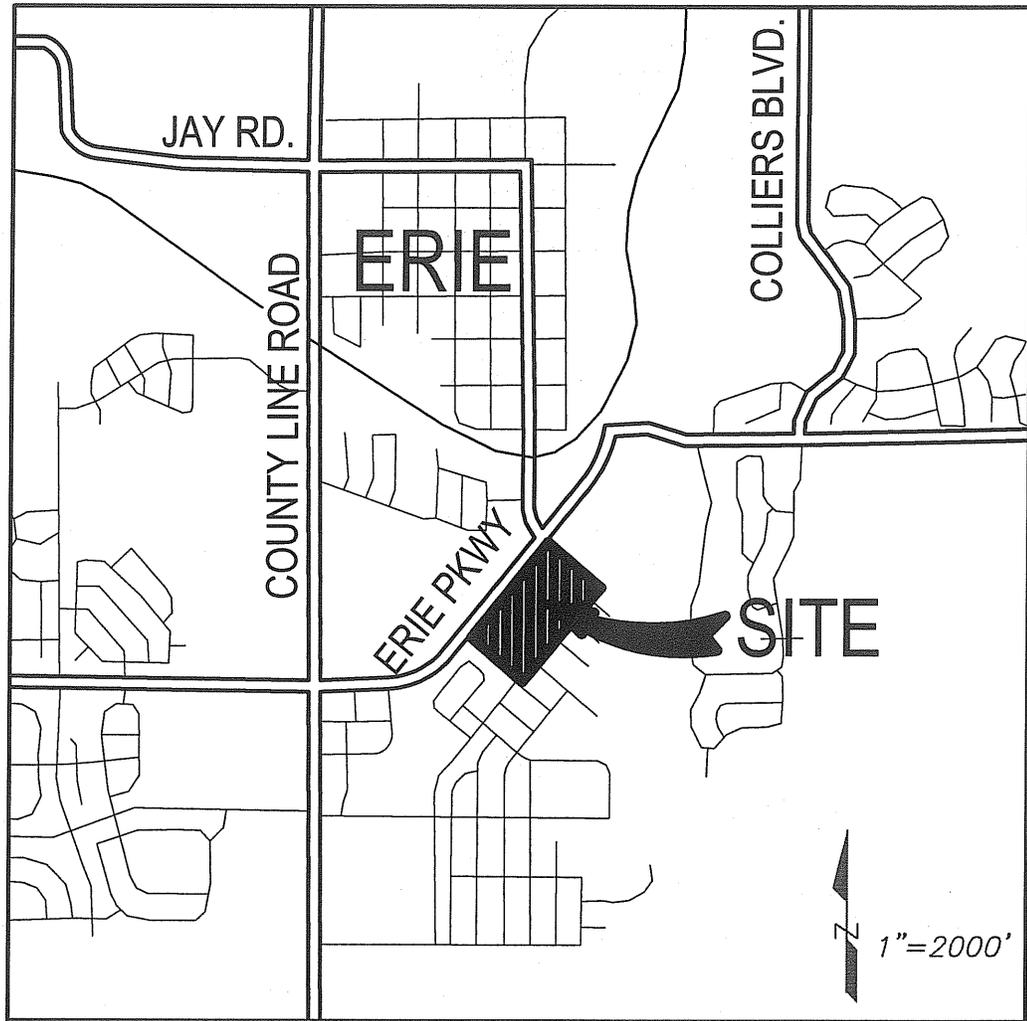


Figure 9-35. Expansion factor for circular conduits

APPENDIX G
MAPS

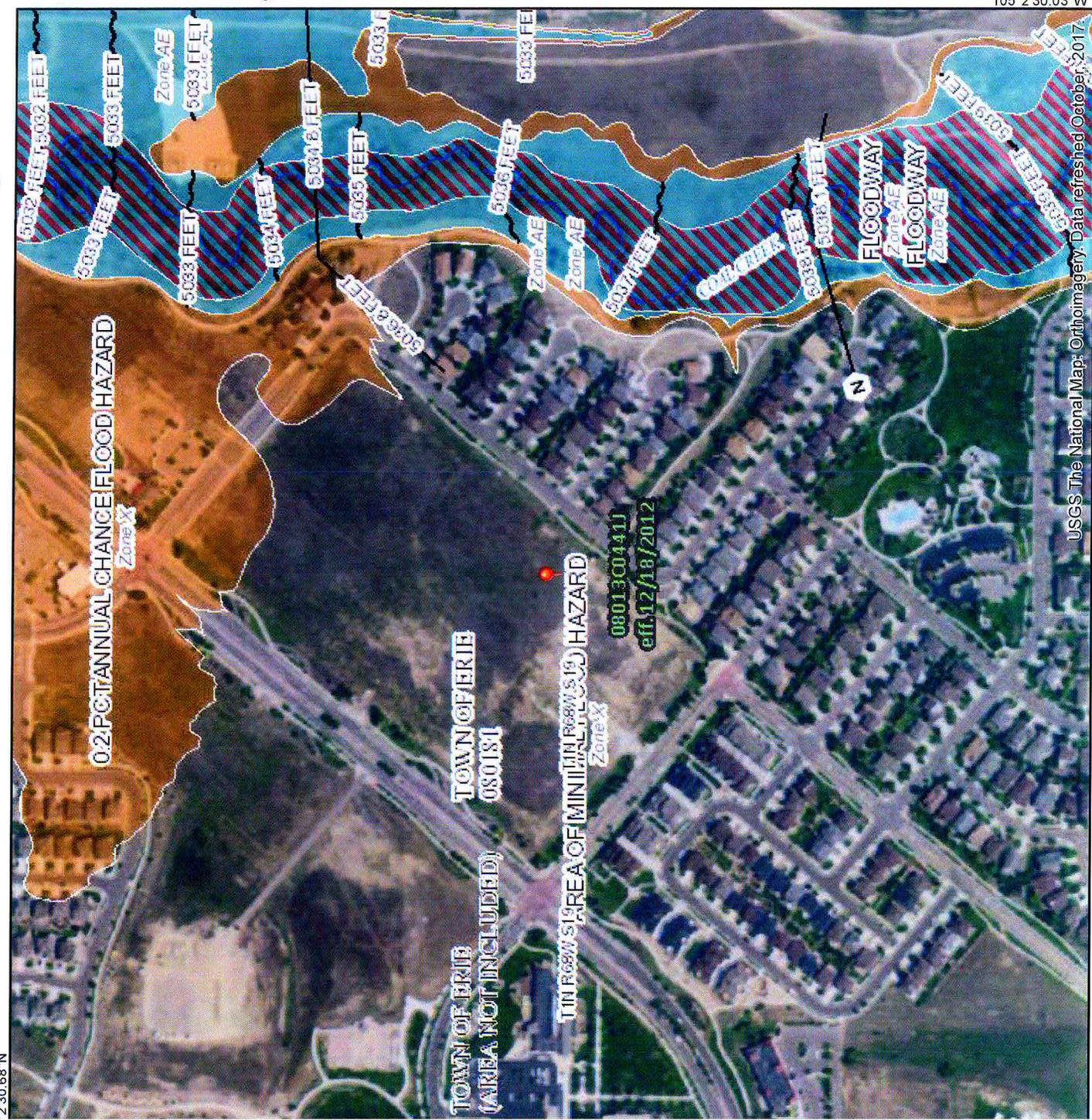


VICINITY MAP

National Flood Hazard Layer FIRMette



42°30.68'N



USGS The National Map: Orthoimagery. Data refreshed October, 2017. 40°23.13'N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| | | | |
|------------------------------------|--|--|--|
| SPECIAL FLOOD HAZARD AREAS | Without Base Flood Elevation (BFE) Zone A, V, A99 | With BFE or Depth Zone AE, AO, AH, VE, AR | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone J) | Future Conditions 1% Annual Chance Flood Hazard (Zone X) | Area with Reduced Flood Risk due to Levee, See Notes, Zone X |
| OTHER AREAS | Area with Flood Risk due to Levee (Zone D) | Area of Minimal Flood Hazard (Zone X) | Effective LOMRs |
| GENERAL STRUCTURES | Area of Undetermined Flood Hazard (Zone X) | Channel, Culvert, or Storm Sewer | Levee, Dike, or Floodwall |
| OTHER FEATURES | Cross Sections with 1% Annual Chance Water Surface Elevation | Coastal Transect | Base Flood Elevation Line (BFE) |
| | Limit of Study | Jurisdiction Boundary | Coastal Transect Baseline |
| | Profile Baseline | Hydrographic Feature | Digital Data Available |
| | No Digital Data Available | Unmapped | |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/17/2019 at 11:39:39 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

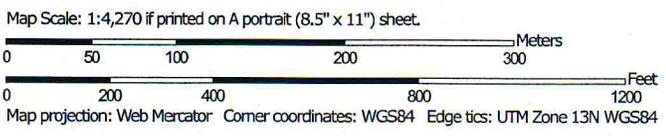
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

105°2'30.03'W

Soil Map—Weld County, Colorado, Southern Part



Soil Map may not be valid at this scale.

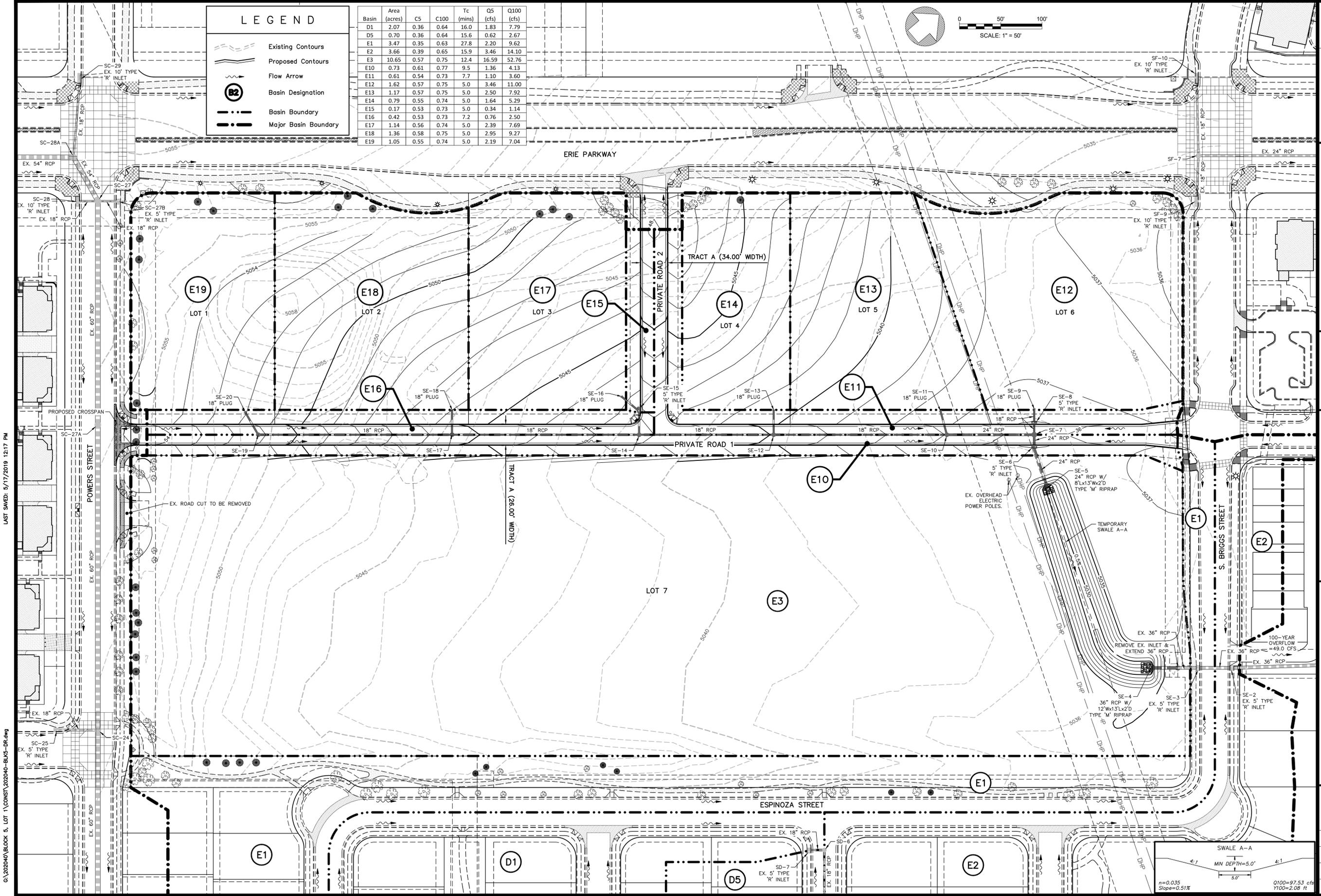


HYDROLOGIC
SOIL TYPE

Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| 4 | Aquolls and Aquepts, flooded | 1.2 | 3.1% |
| 5 | Ascalon sandy loam, 0 to 3 percent slopes | 26.3 | 69.0% |
| 20 | Colombo clay loam, 1 to 3 percent slopes | 0.5 | 1.2% |
| 77 | Vona sandy loam, 3 to 5 percent slopes | 10.2 | 26.6% |
| Totals for Area of Interest | | 38.1 | 100.0% |

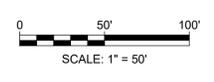
B
B
B



LEGEND

- Existing Contours
- Proposed Contours
- Flow Arrow
- Basin Designation (B2)
- Basin Boundary
- Major Basin Boundary

| Basin | Area (acres) | C5 | C100 | Tc (mins) | Q5 (cfs) | Q100 (cfs) |
|-------|--------------|------|------|-----------|----------|------------|
| D1 | 2.07 | 0.36 | 0.64 | 16.0 | 1.83 | 7.79 |
| D5 | 0.70 | 0.36 | 0.64 | 15.6 | 0.62 | 2.67 |
| E1 | 3.47 | 0.35 | 0.63 | 27.8 | 2.20 | 9.62 |
| E2 | 3.66 | 0.39 | 0.65 | 15.9 | 3.46 | 14.10 |
| E3 | 10.65 | 0.57 | 0.75 | 12.4 | 16.59 | 52.76 |
| E10 | 0.73 | 0.61 | 0.77 | 9.5 | 1.36 | 4.13 |
| E11 | 0.61 | 0.54 | 0.73 | 7.7 | 1.10 | 3.60 |
| E12 | 1.62 | 0.57 | 0.75 | 5.0 | 3.46 | 11.00 |
| E13 | 1.17 | 0.57 | 0.75 | 5.0 | 2.50 | 7.92 |
| E14 | 0.79 | 0.55 | 0.74 | 5.0 | 1.64 | 5.29 |
| E15 | 0.17 | 0.53 | 0.73 | 5.0 | 0.34 | 1.14 |
| E16 | 0.42 | 0.53 | 0.73 | 7.2 | 0.76 | 2.50 |
| E17 | 1.14 | 0.56 | 0.74 | 5.0 | 2.39 | 7.69 |
| E18 | 1.36 | 0.58 | 0.75 | 5.0 | 2.95 | 9.27 |
| E19 | 1.05 | 0.55 | 0.74 | 5.0 | 2.19 | 7.04 |



SCALE VERIFICATION
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.
 72 HOURS BEFORE YOU DIG CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (U.N.C.C.)
 811
 U.S. DEPARTMENT OF TRANSPORTATION
 NATIONAL CENTER FOR CONSTRUCTION INFORMATION

DATE BY: _____

NO. DESCRIPTION REVISIONS

| | | |
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HURST & ASSOCIATES, INC.
 1265 S. Public Road, Suite B
 Lafayette, CO 80026
 303.744.9105



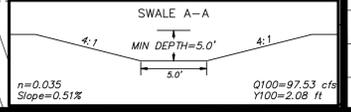
ERIE COMMONS, FILING 4, BLOCK 5
ERIE, COLORADO
DRAINAGE PLAN
 Prepared for: **COMMUNITY DEVELOPMENT GROUP**

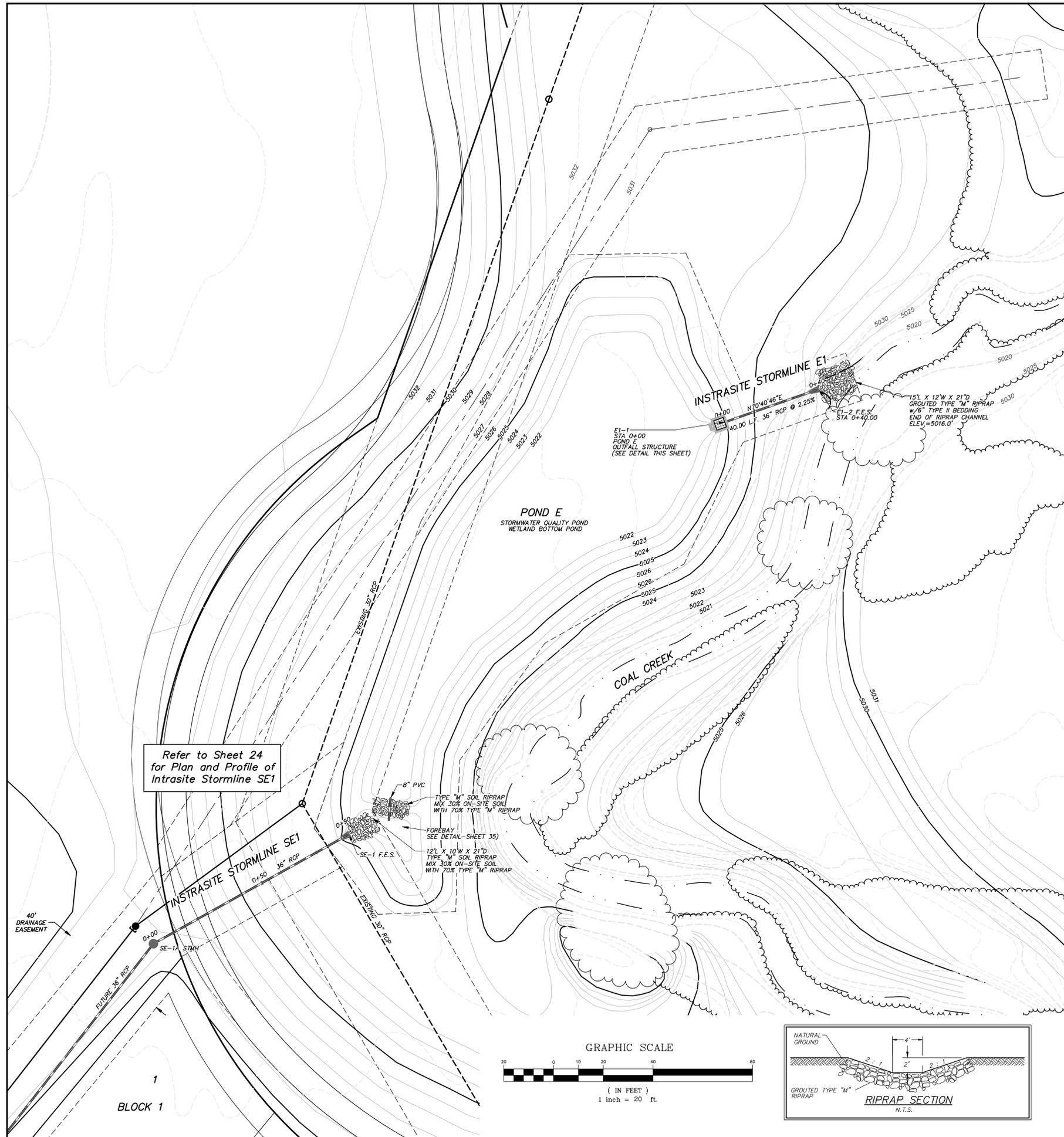
DRAWN BY: EB
 DESIGNED BY: JJ
 DRAWING NAME: 2020-04-BLK5-DR.dwg
 APPROVED BY: JJ

JOB NUMBER: 2020-45
 DATE: 05/13/19
 SCALE: 1"=50'
 SHEET NO.: 5

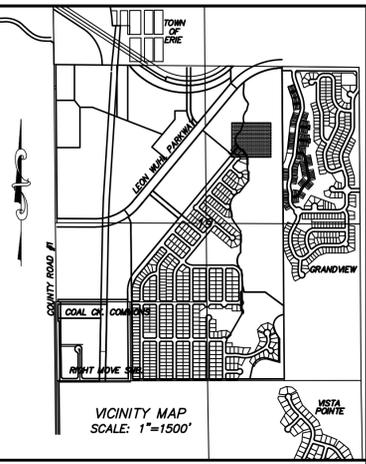
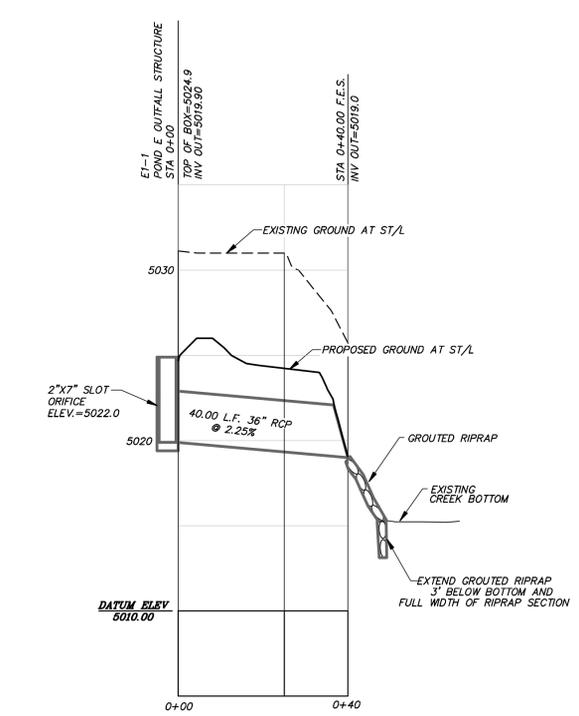
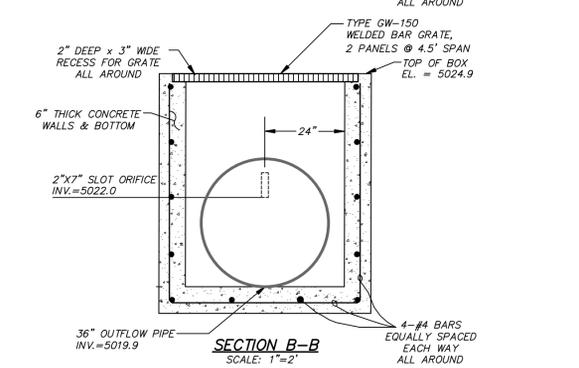
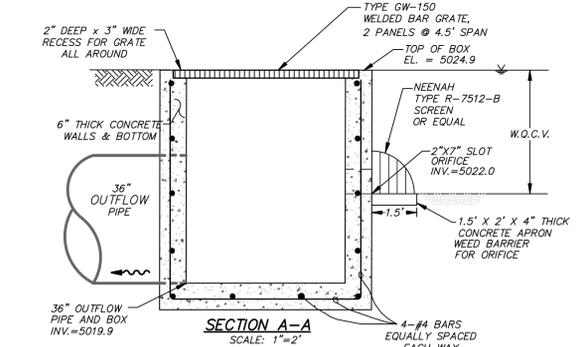
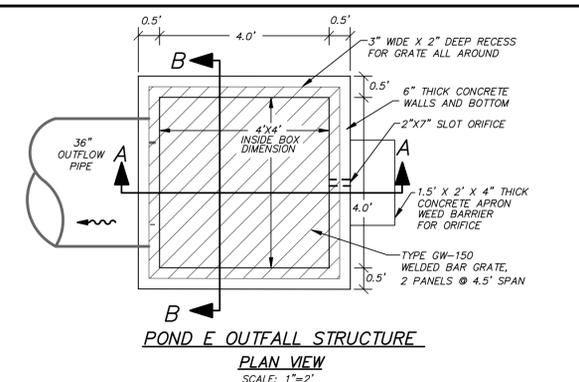
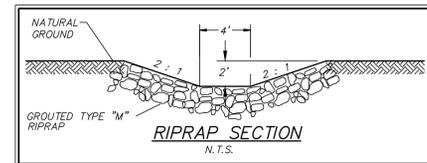
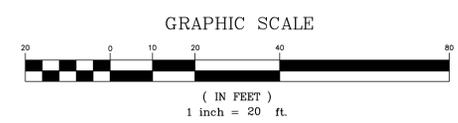
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Refer to Sheet 24
for Plan and Profile of
Intrasite Stormline SE1

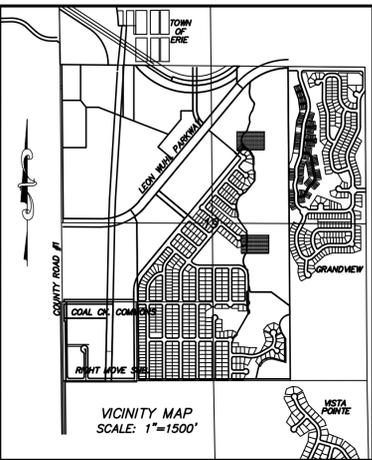
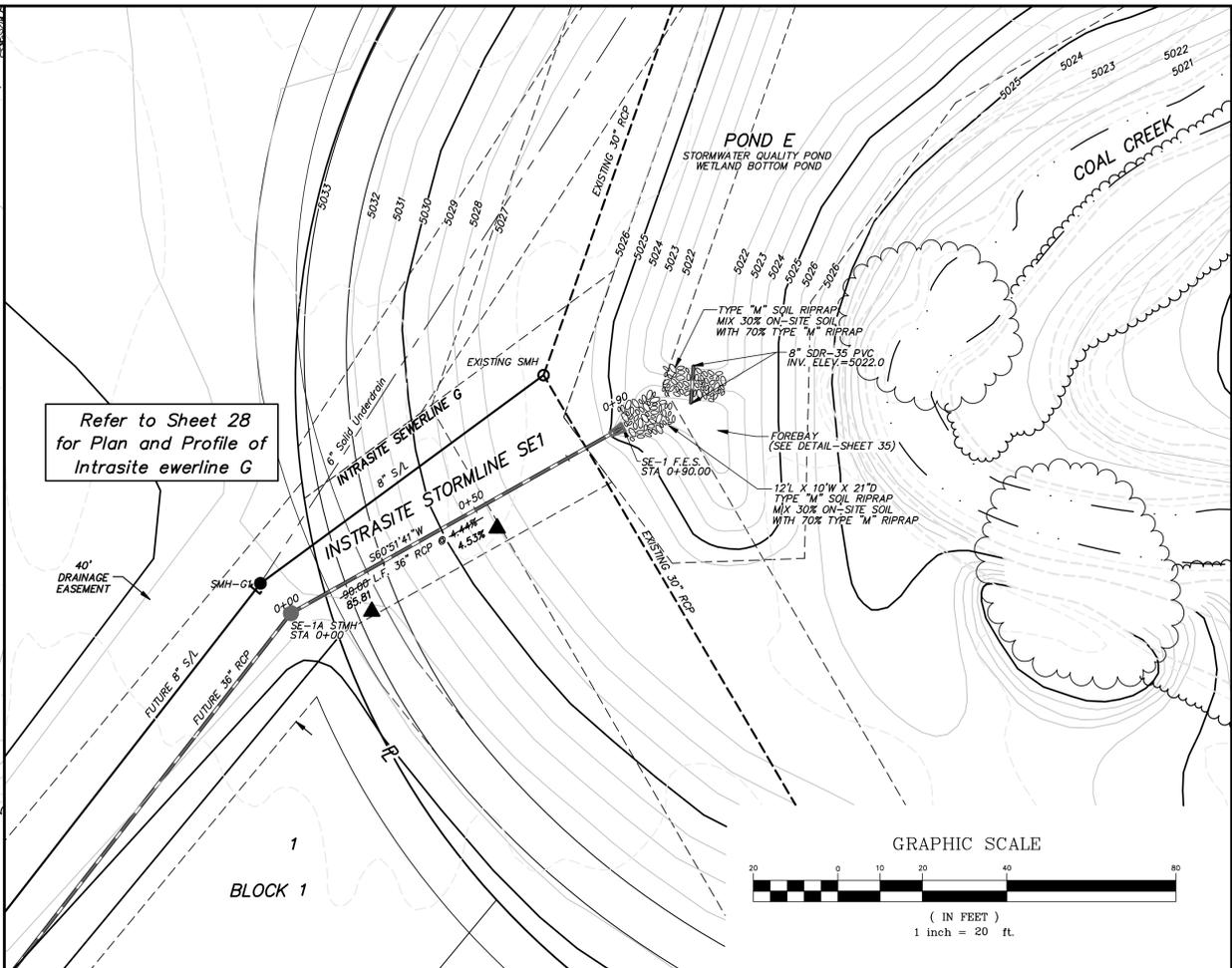
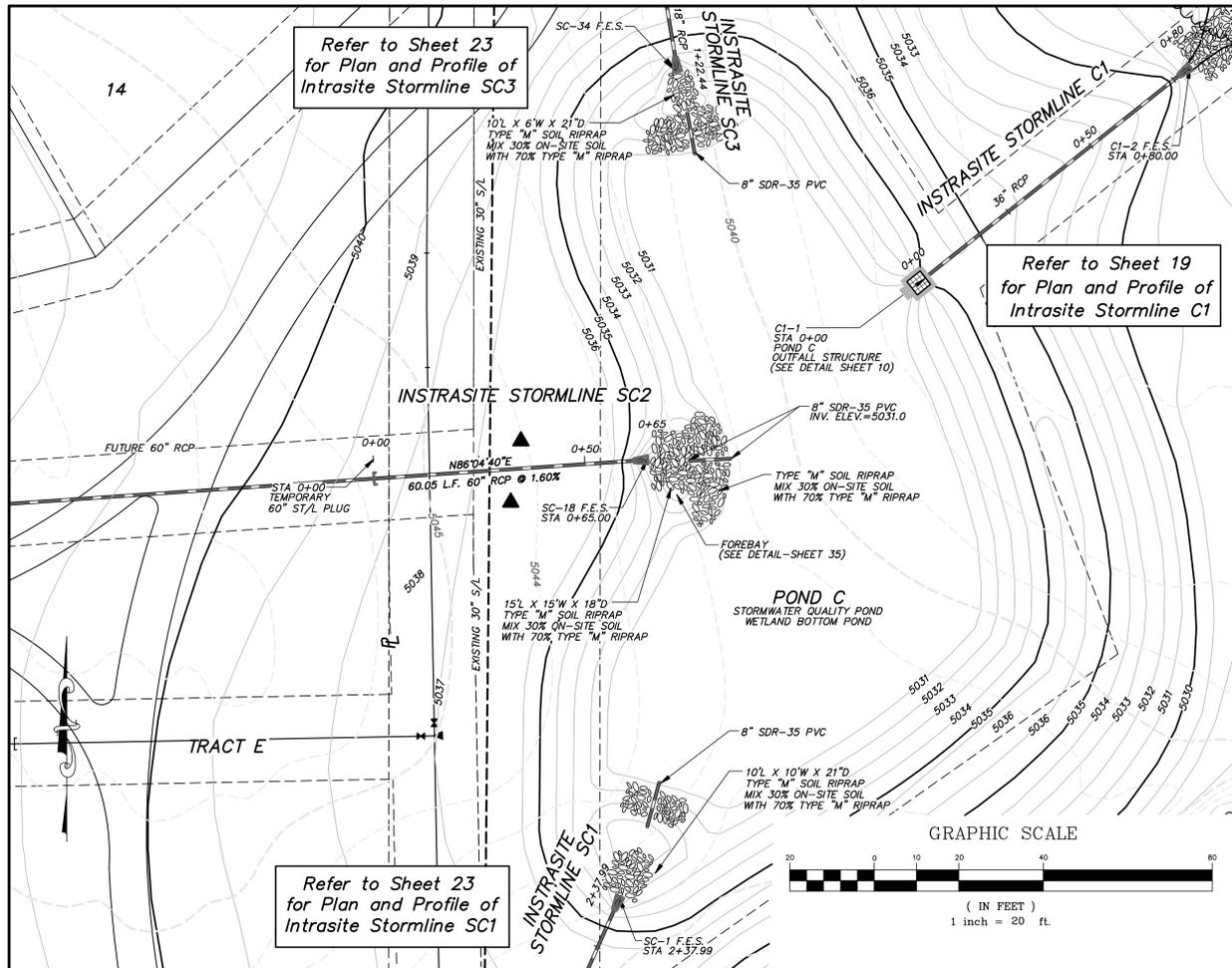


| LEGEND | |
|--------|--------------------|
| ● | Manhole |
| ▲ | Thrust Block |
| ⊕ | Water Valve |
| ⊙ | Fire Hydrant |
| ⊔ | Plug |
| — | Proposed Waterline |
| - - - | Existing Waterline |
| - - - | Proposed Sewerline |
| - - - | Existing Sewerline |
| - - - | Proposed Stormline |
| - - - | Existing Stormline |
| W | Water Service |
| S | Sewer Service |
| ⊕ | 10' Type 'R' Inlet |
| ⊕ | 5' Type 'R' Inlet |
| ~ | Proposed Contour |
| ~ | Existing Contour |

ALL UTILITIES ARE PROPOSED UNLESS OTHERWISE NOTED

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)
1-800-922-1987
GAS, ELECTRIC, TELEPHONE, CATV AND
PANHANDLE EASTERN PIPELINE LOCATIONS

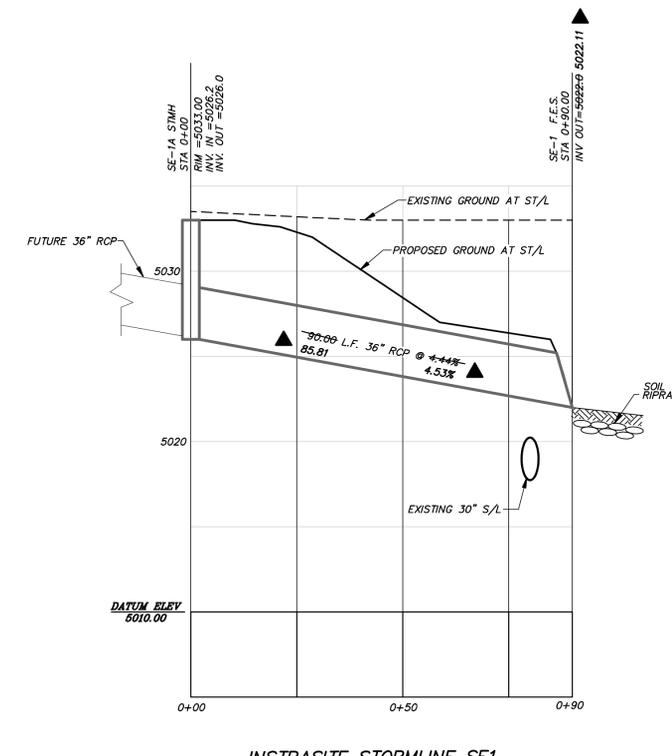
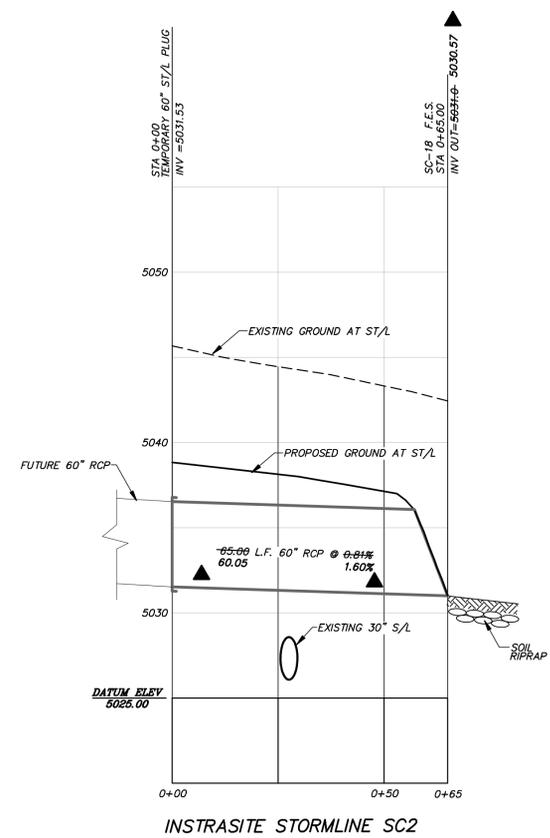
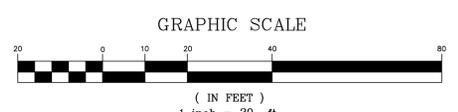
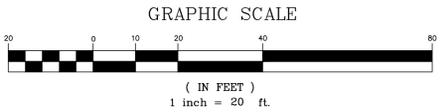
ERIE COMMONS
FILING NO. 1 & 2
POND E DETAIL SHEET



Refer to Sheet 23
for Plan and Profile of
Intrasite Stormline SC1

Refer to Sheet 19
for Plan and Profile of
Intrasite Stormline C1

Refer to Sheet 28
for Plan and Profile of
Intrasite Sewerline G



| LEGEND | |
|--------|--------------------|
| ● | Manhole |
| ▲ | Thrust Block |
| ⊕ | Water Valve |
| ⊕ | Fire Hydrant |
| ⊕ | Plug |
| — | Proposed Waterline |
| - - - | Existing Waterline |
| — | Proposed Sewerline |
| - - - | Existing Sewerline |
| — | Proposed Stormline |
| - - - | Existing Stormline |
| W | Water Service |
| S | Sewer Service |
| ⊕ | 10' Type 'R' Inlet |
| ⊕ | 5' Type 'R' Inlet |
| — | Proposed Contour |
| - - - | Existing Contour |

ALL UTILITIES ARE PROPOSED UNLESS OTHERWISE NOTED

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)
1-800-922-1987

GAS, ELECTRIC, TELEPHONE, CATV AND
PANHANDLE EASTERN PIPELINE LOCATIONS

ERIE COMMONS – FILING NO. 1 & 2
Plan & Profile of
INTRASITE STORMLINE SC2
Sta 0+00 – 0+65.00
INTRASITE STORMLINE SE1
Sta 0+00 – 0+90.00

AS-BUILT BY
HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
10/4/05

SCALE: HOR. 1"=20'
VERT. 1"=5'
DESIGN/APPR. JJ
DRAWN BY GLG
DATE 6/2/04
HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4999 Pearl East Circle, Suite 106
Boulder, Colorado 80501 (303) 449-9105
FILE: G:\202040\CONST\COALCK\040-CC-PPB SHEET 24 OF 35

REVISED: 8/2/04

AMENDMENT TO SURFACE USE AGREEMENT

THIS AMENDMENT TO SURFACE USE AGREEMENT ("Amendment") is dated this 25th day of August, 2009, and is by and among ANADARKO LAND CORP. ("Anadarko Land"), ANADARKO E&P COMPANY LP ("Anadarko E&P") and KERR-McGEE OIL & GAS ONSHORE LP ("Kerr-McGee"), all with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 and referred to hereinafter collectively as the "Anadarko Entities and KMG" and the TOWN OF ERIE ("Town"), a municipal corporation of the State of Colorado, with an address of 645 Holbrook, Post Office Box 750, Erie, Colorado 80516.

A. Kerr-McGee Rocky Mountain Corporation ("KMRMC"), Anadarko Land, Anadarko E&P, EnCana Energy Resources Inc. ("EnCana") and Erie Commons Investors, LLC ("Erie Commons") entered into a surface use agreement dated December 15, 2004 and recorded January 13, 2005 at Reception No. 3252946 in the Office of the Clerk and Recorder for Weld County ("Agreement") that covers certain property in Weld County, including (among other property) a portion of the NW/4 of Section 19, Township 1 North, Range 68 West, which is more specifically described in the attached Exhibit A and hereinafter referred to as the "Property."

B. KMRMC, Anadarko Land, Anadarko E&P, Erie Commons, EnCana and the Town entered into a Consent and Waiver dated December 15, 2004 and recorded January 13, 2005 at Reception No. 3252947 ("Consent") that applies to the Property, among other Property.

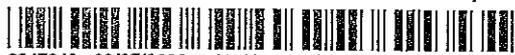
C. Kerr-McGee is the successor to KMRMC, and the Town has succeeded to the interests of Erie Commons in the surface estate for the Property.

D. Anadarko Land and Anadarko E&P own the oil, gas and associated liquid hydrocarbons that underlie the Property, and Kerr-McGee owns oil and gas leasehold interests that underlie the Property.

E. The Agreement provides for the compatible development of the surface estate and the oil and gas estate for the Property and identifies specific locations for oil and gas wells, associated drilling and production facilities, a pipeline easement and an access road on the Property.

F. The parties in the Consent understood and acknowledged that the Town had succeeded to or would succeed to the interests of Erie Commons in the Property, and the Town in the Consent acknowledged and consented to the agreements in the Agreement for itself and its successors and assigns and agreed that it was bound by all of the terms and provisions in the Agreement with respect to the Property and that it would comply with the terms and provisions in the Agreement.

G. The Town has requested that the Anadarko Entities and Kerr-McGee agree to certain changes and modifications to the Agreement to accommodate the plans of the Town for the Erie Community Park in Erie Commons, and the Anadarko Entities and



Kerr-McGee have agreed to the changes and modifications described herein as an accommodation to the Town.

H. The purpose of this Amendment is, among other things, to: i) contract the size of the Oil and Gas Operations Area identified in the Agreement for the Property; ii) reduce the setbacks for the Oil and Gas Operations Area; iii) change the location for the permanent access road to the Oil and Gas Operations Area to a different location; iv) identify a temporary construction access road to the Oil and Gas Operations Area for specific oil and gas operations; v) change the location for the pipeline easement to the Oil and Gas Operations Area to a different location; and vi) identify certain shared use of the Oil and Gas Operations Area and permanent access road and the manner in which such areas shall be shared between the Anadarko Entities and Kerr-McGee on the one hand and the Town on the other.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Amendment, the Consent, and the Agreement, including in the recitals, the parties agree as follows:

1. Terms Used in the Amendment.

a. A term used in this Amendment shall have the same meaning as the term is used in the Agreement unless otherwise specifically stated herein.

b. A reference to the "Oil and Gas Operations Area" shall mean the Oil and Gas Operations Area in the NW/4 of Section 19, Township 1 North, Range 68 West, as described in the Agreement or the "Oil and Gas Operations Area" depicted on the attached Exhibit B, as the case may be and as applicable.

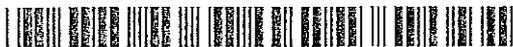
c. A reference to the "Permit Well Activities" shall mean the drilling and completion of the seven (7) wells that are the subject of an application for a use by special review that Kerr-McGee has submitted to the Town and is being reviewed by the Town at the time this Amendment is executed by the parties and the installation of associated production facilities.

2. Oil and Gas Operations Area.

a. The Oil and Gas Operations Area is contracted in size and shall be at the location depicted on Exhibit B.

b. The size and setbacks depicted for the Oil and Gas Operations Area in the Agreement that includes a 350 foot no-build zone shall be reduced to the size and setbacks for the Oil and Gas Operations Area that includes a 200 foot no-build zone that are depicted on Exhibit B.

c. The parties acknowledge and understand that a portion of a detention pond that will be installed by the Town on the Property will minimally intersect the Oil and Gas Operations Area in the northeast corner, as depicted on Exhibit B.



d. Except as otherwise specifically provided in subsections 2.c. and 2.f. and as hereinafter provided in subsection 3.f., the Oil and Gas Operations Area shall be for the exclusive use of the Anadarko Entities and Kerr-McGee, and the Town may not construct or install any permanent or temporary building, structure or other improvement within or beneath the Oil and Gas Operations Area.

e. The Anadarko Entities or Kerr-McGee, as applicable, shall reseed those portions of the Oil and Gas Operations Area disturbed by their oil and gas operations and that are not used for ongoing oil and gas operations following the completion of the Permit Well Activities with a seed to be selected by the Town.

f. The Town may install irrigation improvements within the Oil and Gas Operation Area at its sole cost and expense; provided, however, such irrigation improvements shall be located within the Oil and Gas Operations Area only outside the area of the well pad and the pad for production facilities at locations that are mutually acceptable to the parties and that do not interfere with oil and gas operations and without liability to the Anadarko Entities or Kerr-McGee for damage that may occur to such irrigation improvements from their non-negligent oil and gas operations.

3. Access Road to the Oil and Gas Operations Area.

a. The Anadarko Entities and Kerr-McGee shall use a temporary construction access road that runs from County Road 1 southeast along the road proposed to be constructed in the future and identified on Exhibit B as Maxwell Street and then south to the Oil and Gas Operations Area as depicted on Exhibit B ("Temporary Access"), during the period of time and for oil and gas operations for the Permit Well Activities. Following the completion of the Permit Well Activities and as weather permits, the Anadarko Entities or Kerr-McGee shall promptly remove the gravel tracking control pad and temporary road surface for the Temporary Access and replace the disturbed area with topsoil and install native seeding.

b. The permanent access road to the Oil and Gas Operations Area shall be changed from the location in the Agreement to the location depicted as such on Exhibit B and shall be generally twenty (20) feet in width. The Anadarko Entities or Kerr-McGee, as applicable, shall construct the permanent access road so that it is available for their use for oil and gas operations upon the completion of the Permit Well Activities.

c. The Town and its representatives may use the permanent access road upon prior notice to the Anadarko Entities and Kerr-McGee; provided, however, except as provided hereinafter in subsections 3.d. and 3.f., the Town and its representatives are the only other persons or entities which may use the road in addition to the Anadarko Entities and Kerr-McGee. The Anadarko Entities and Kerr-McGee, at their sole cost and expense, shall post a sign at the entrance to the permanent access road from Erie Parkway that states: "Private Road—Not for Public Use" at the completion of the construction of the permanent access road. Nothing herein to the contrary withstanding, the Town shall be

allowed use of the permanent access road for day to day Erie Community Park maintenance and access, as set forth in subsection 14.b.

d. The parties understand and acknowledge that the Town intends to install a trail that crosses the permanent access road at a perpendicular angle at the location depicted on Exhibit B and to be used by members of the public. The Town, at its sole cost and expense, shall install signs in two directions to the northeast and southwest on the trail approaching the permanent access road and at conspicuous locations for parties to read that state: "Warning--Private Access Road for Oil and Gas Operations." The signs shall be installed by the Town at the completion of the construction of the trail.

e. The Anadarko Entities or Kerr-McGee, as applicable, shall pave the permanent access road on either side of the trail where the trail intersects the permanent access road as depicted on Exhibit B, in accordance with the requirements of Title 10, Article 10-6-14, of the Erie Municipal Code, except as otherwise depicted on Exhibit B.

f. The parties understand that the Town may sponsor events that will take place on certain portions of the Property depicted on Exhibit B. The Town shall provide notice to the Anadarko Entities and Kerr-McGee both by providing a monthly schedule of events to them and also by sending written or e-mail notice to them as provided in subsection 14.b. at least thirty (30) days in advance of the event in those cases in which the Town requests that the Anadarko Entities and Kerr-McGee allow the public and/or invitees of the Town to use the permanent access road and/or overflow parking within the Oil and Gas Operations Area. The Town may only allow the public and its invitees on such occasions to use the outer fifty (50) feet within the interior of the 200 foot no-build zone of the Oil and Gas Operations Area for such overflow parking ("Overflow Area"), as depicted on Exhibit B. The Town shall maintain the Overflow Area free and clear of trash and debris immediately prior to and following the use of the Overflow Area by the public for an event.

g. The Town is liable for and agrees to repair or to reimburse the Anadarko Entities and Kerr-McGee for repairs that result from damage caused by the Town or its representatives, agents or invitees or the public to the permanent access road or to the Overflow Area. With respect to liability for damage caused by the public (compared to damage caused by the Town or its representative, agents or invitees), the Town's obligation shall be limited to damage which occurs from public use during Town sanctioned events. The Town further understands and agrees that the Anadarko Entities and Kerr-McGee shall at all times and in all circumstances have priority to use the permanent access road and the Overflow Area for oil and gas operations, such that the Town, its agents, representatives, invitees and the public may be prohibited by the Anadarko Entities and Kerr-McGee from the use of the permanent access road and Overflow Area during oil and gas operations on the Property where large equipment is being used, in their sole discretion.

h. The Anadarko Entities and Kerr-McGee, as applicable, shall comply with Title 10, Article 10-6-14, of the Erie Municipal Code as it applies to their oil and gas operations on the Property and also with the applicable portions of Title 10 of the Erie



3645248 08/27/2009 10:46A Weld County, CO
4 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

Municipal Code with respect to the paving of the permanent access road; provided, however, the Anadarko Entities and Kerr-McGee, in addition to the Code requirements, shall install the road surfaces of the types and at the locations depicted on Exhibit B.

i. The Anadarko Entities or Kerr-McGee, as applicable, shall pay for and install a curb cut at the entrance to the permanent access road from Erie Parkway, and the Town hereby consents to the installation by the Anadarko Entities and Kerr-McGee of a curb cut at the location depicted on Exhibit B. The Anadarko Entities or Kerr-McGee, as applicable, at their cost and expense, shall replace and repair, as necessary, improvements, landscaping, landscaping improvements and lighting that are damaged or destroyed in the construction by them of the curb cut and permanent access road identified on Exhibit B. The Anadarko Entities or Kerr-McGee, as applicable, shall obtain an access permit from the Town for the curb cut.

4. Pipeline Easement to the Oil and Gas Operations Area.

a. The pipeline easement for the Oil and Gas Operations Area shall be changed from the location in the Agreement to the location depicted on Exhibit B, and the Town shall grant the Anadarko Entities and Kerr-McGee, or its affiliate Kerr-McGee Gathering LLC, a written pipeline easement (for production from the Property and other lands) upon the request of the Anadarko Entities and Kerr-McGee and at no cost to them in the form attached hereto as Exhibit C. The Anadarko Entities, Kerr-McGee, Kerr-McGee Gathering LLC and the Town all understand and acknowledge that the pipeline easement depicted on Exhibit B is a shared easement with the Town and that the Town currently has a drainage pipe located within the pipeline easement.

b. The Anadarko Entities or Kerr-McGee agree to submit applications to the Town: i) to vacate the pipeline easement identified in the Agreement; and ii) to amend the plat for Erie Commons so that the permanent access road identified in this Amendment and depicted on Exhibit B is dedicated to the Anadarko Entities or Kerr-McGee for their use in accordance with the terms of the Agreement and this Amendment and so that the pipeline easement identified in this Amendment and depicted on Exhibit B is dedicated both to the Town for its utility use and to the Anadarko Entities and Kerr-McGee for their use in accordance with the terms of the Agreement and this Amendment.

c. The pipeline easement shall be nonexclusive as specifically provided for in the Agreement and shall provide for joint use of the easement with the Town; provided, however, to the extent that the Town installs or has installed utilities within the pipeline easement or grants easements to other parties for their use of the easement in whole or in part for purposes allowed in the Agreement, the Town shall in all cases comply with and shall in all cases require the persons and entities to which it grants such easements to comply with, the guidelines referenced in section 9 herein and attached hereto as Exhibit D. Regardless of anything in the Agreement to the contrary, the pipeline temporary construction easement shall be fifty (50) feet in width during construction activities, and the permanent easement shall be reduced to thirty (30) feet in width following construction for all operations, maintenance and transportation activities, as depicted on Exhibit B.

5. Waiver of Surface Damage Payments. The Town hereby waives all surface damage payments and other such payments for the use of the Property or portions thereof pursuant to any current or future Colorado Oil and Gas Conservation Commission ("COGCC") rule or regulation or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is or will be drilled and located within the Oil and Gas Operations Area and for associated oil and gas equipment and facilities to be located within the Oil and Gas Operations Area and for flowlines, access routes and pipeline easements. The Anadarko Entities or KMG, or their lessees, assignees, successors and assigns, may provide a copy of the Agreement, the Consent, and this Amendment to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

6. Waiver of Setback Requirements. The Town understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. The Town hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with the Agreement, as amended by this Amendment, or that would prohibit or interfere with the rights of the Anadarko Entities and KMG, or their successors and/or assigns, to explore for and produce the oil and gas in accordance with the Agreement, the Consent, and this Amendment. The Town understands that the Anadarko Entities and KMG may cite the waiver in this section 6 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

The parties further understand that the surface development that the Town proposes is for a recreational area that may also be considered to be a "designated outside activity area" under the rules and regulations of the COGCC. The parties agree that, for the purposes of COGCC setback regulations, the Town consents to the location, configuration and setbacks for the Oil and Gas Operations Area as depicted on Exhibit B and waives any right it has to object to or to request a hearing before the COGCC or any local jurisdiction to request setbacks that are different from those that are contemplated in the Agreement, as amended by this Amendment, and as depicted on Exhibit B.

7. Governmental Proceedings.

The Town agrees that it will not object in any forum to the use by the Anadarko Entities and KMG of the surface of the Property consistent with the Agreement, the Consent, and this Amendment and hereby waives any such right to object. The Town further agrees that it will provide such other written approvals and waivers that are requested by the Anadarko Entities and KMG and consistent with the Agreement, the Consent, and this Amendment, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation (present or future), including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location. The



Town waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill a well and hereby agrees that it will not request such conditions. The Town further consents to the location of multiple wells within the Oil and Gas Operations Area that are greater or less than fifty (50) feet apart so long as all such wells are located within the Oil and Gas Operations Area and, upon the request of the Anadarko Entities or KMG, the Town shall execute written waivers for specific wells proposed to be drilled by the Anadarko Entities or KMG on the Property; provided that, all such wells are to be located within the Oil and Gas Operations Area. Notwithstanding anything to the contrary herein, the Anadarko Entities and Kerr-McGee, as the case may be, understand and acknowledge that they will be required to apply to the Town for approval of a use by special review, site plan review approval, and other approvals that may be required pursuant to Title 10 of the Erie Municipal Code and the Town's Standards and Specifications for Design and Construction of Public Improvements for wells that are drilled pursuant to the Agreement and the Amendment and that are applicable to all oil and gas operations within the Town; provided, however, the parties understand that with regard to Town rules and regulations that are in operational conflict with the rules and regulations of the COGCC or other state law regulating oil and gas operations, the rules and regulations of the COGCC or other state law regulating oil and gas operations, not the Town's rules and regulations, will control the activities of the Anadarko Entities and Kerr-McGee.

8. Impact Mitigation.

a. The Anadarko Entities and Kerr-McGee shall comply with noise, visual and other impact mitigation measures required by the COGCC for areas that are not high density and also with the Erie Municipal Code insofar as the Code is in excess of those measures required by COGCC regulations that are not high density and apply to all oil and gas operations within the Town; provided, however, the requirements of the Erie Municipal Code would not otherwise prohibit the drilling or operation of oil and/or gas wells within the Oil and Gas Operations Area.

b. The parties understand and acknowledge that landscaping, landscaping improvements and lighting fixtures have been installed along portions of the Erie Parkway at the entrance to the permanent access road and where the curb cut is to be installed. The parties further understand and acknowledge that the Town may install landscaping, landscaping improvements and lighting fixtures adjacent to (but in no case within) the Oil and Gas Operations Area and so long as they do not interfere with ongoing oil and gas operations. Subsection 3.i. addresses the responsibility of the parties with respect to the installation of the curb cut and permanent access road at Erie Parkway and damages to landscaping, landscaping improvements and lightning that may be caused by the installation of the curb cut and permanent access road by Kerr-McGee. The Town agrees that the Anadarko Entities and Kerr-McGee shall in no event be otherwise liable or responsible for damages or injury to any landscaping, landscaping improvements or lighting caused by their non-negligent oil and gas operations on the Property either for improvements that are located where the curb cut is to be installed or improvements that are located adjacent to the Oil and Gas Operations Area or otherwise.

c. The Anadarko Entities or Kerr-McGee, as applicable, shall install fencing around the wellheads and production facilities in accordance with COGCC rules and regulations and with Article 10-3-2.D.3.c. of the Erie Municipal Code with respect to fencing around wellheads and production facilities; provided that, the fencing required by the Code, in the opinion of the Anadarko Entities or Kerr-McGee, does not interfere in any way with their safe oil and gas operations. In this respect, the Anadarko Entities or Kerr-McGee shall install a tubular black steel fence manufactured by Ameristar or similar type fencing as depicted in the application for use by special review and site plan (page 5 of 6).

9. Compliance with Kerr-McGee's General Guidelines. The Town acknowledges that it has received a copy of a document from Kerr-McGee titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 3/01/2004) with which the Town agrees to comply and which is attached hereto as Exhibit D.

10. Authority to Execute Amendment. Each party represents that it has the full right and authority to enter into this Amendment with respect to the surface rights or oil and gas interests or oil and gas leasehold interests it owns in the Property, as applicable.

11. No Waiver of Rights. The Anadarko Entities and KMG do not waive the rights they have pursuant to their oil and gas interests and oil and gas leasehold interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Area, except as specifically provided in the Agreement, the Consent, and this Amendment.

12. Compliance with Common Law and Statutory and Regulatory Requirements. The Town expressly acknowledges that the Agreement as amended by this Amendment satisfies the obligations and requirements of the Anadarko Entities and KMG pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with the Town regarding existing and proposed oil and gas operations on the Property. The Town further expressly acknowledges that the Agreement, the Consent, and this Amendment shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Anadarko Entities and KMG to accommodate the use of the surface of the Property by the Town, existing and future, and the Town waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

13. Notices. Any notice or communication required or permitted by the Agreement, the Consent, or this Amendment shall be given in writing either by: a) personal delivery; b) expedited delivery service with proof of delivery; c) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or d) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Anadarko Entities and Kerr-McGee: Anadarko Petroleum Corporation
1099 18th Street, Suite 1800
Denver, Colorado 80202
Attn: D.J. Basin Land Manager
E-mail: terry.enright@anadarko.com

Town: Town of Erie
645 Holbrook, Post Office Box 750
Erie, Colorado 80516
Attn: Town Administrator and Director of Parks
Department
E-mail: jwait@erieco.gov

Any party may, by written notice as provided in this section, change the address of the individual to whom delivery of notices shall be made thereafter.

14. Notice of Specific Matters.

a. The Anadarko Entities and Kerr-McGee, with respect to oil and gas operations on the Property only, agree to amend subsection 4.B. of the Agreement to delete the reference to ten (10) days advance notice and insert a reference to thirty (30) days advance notice so that the subsection reads as follows:

“The applicable Oil Company shall give notice to the Town of proposed drilling activities on the Property in accordance with the rules and regulations of the COGCC, but in no event less than thirty (30) days advance notice.”

b. Other than for routine use by the Town and its representatives of the permanent access road, the Town shall give the Anadarko Entities and Kerr-McGee a minimum of thirty (30) days advance written or e-mail notice of events in which it wishes its representatives, agents, invitees and/or the public to be able to use the permanent access road and/or Overflow Parking for specific events as described in subsection 3.f. The Anadarko Entities and Kerr-McGee shall inform the Town within fifteen (15) days from the date they receive the notice whether such use will interfere with their existing or planned oil and gas operations as described in subsection 3.g. Failure by the Anadarko Entities or Kerr-McGee to respond to the Town within the fifteen (15) day period shall be deemed to be consent by the Anadarko Entities and Kerr-McGee to the use of such areas.

15. Incorporation of Exhibits. Exhibits A, B, C, and D are incorporated into this Amendment by this reference.

16. The Agreement Continues in Effect/Conflicts. Except as specifically amended by this Amendment, the terms and conditions included in the Agreement and Consent, including those with respect to access roads and pipeline easements, among other things, shall continue in full force and effect. In the event of a conflict between this

Amendment and the Agreement or the Consent as to a matter specifically covered herein, this Amendment shall control.

17. Binding on Successors and Assigns/Covenant that Runs with the Land. This Amendment and the Agreement and the Consent are binding upon the parties and their successors and assigns and inure to their benefit. This Amendment, the Consent, and the Agreement shall be covenants that run with the land.

18. Effective Date of this Amendment. Notwithstanding anything herein to the contrary, this Amendment shall not become effective until the Town grants all approvals to Kerr-McGee for the Permit Well Activities, including, but not limited to, the approval of Kerr-McGee's application for a use by special review, site plan review, easement vacation, minor plat amendment, access permit and any other approvals required in accordance with Title 10 of the Erie Municipal Code and the Town's Standards and Specifications for Design and Construction of Public Improvements. In the event that the Town does not grant to Kerr-McGee all such approvals for the Permit Well Activities on or before October 1, 2009, the parties shall continue to be bound by the Agreement and Consent.

19. Counterpart Execution. This Amendment may be executed in counterparts, each of which shall be deemed an original, and together of which shall constitute one and the same instrument.

20. Recording. This Amendment shall be recorded with the Clerk and Recorder of Weld County.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgments, to be effective on the date first above written.

ANADARKO LAND CORP.

By: [Signature]
Its: Agent + Attorney-in-Fact
Name: Jane Ann Byroad
7/23/09

KERR-McGEE OIL & GAS ONSHORE LP

By: [Signature]
Its: Agent + Attorney-in-Fact
Name: Jane Ann Byroad
7/23/09

ANADARKO E&P COMPANY LP

By: [Signature]
Its: Agent + Attorney-in-Fact
Name: Jane Ann Byroad
7/23/09

TOWN OF ERIE

By: _____
Its: _____
Name: _____



Amendment and the Agreement or the Consent as to a matter specifically covered herein, this Amendment shall control.

17. Binding on Successors and Assigns/Covenant that Runs with the Land. This Amendment and the Agreement and the Consent are binding upon the parties and their successors and assigns and inure to their benefit. This Amendment, the Consent, and the Agreement shall be covenants that run with the land.

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ANADARKO LAND CORP.

KERR-McGEE OIL & GAS ONSHORE LP

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

ANADARKO E&P COMPANY LP

TOWN OF ERIE

By: _____

By: Andrew J. Moore

Its: _____

Its: Mayor

Name: _____

Name: Andrew J. Moore



3645248 08/27/2009 10:46A Weld County, CO
11 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

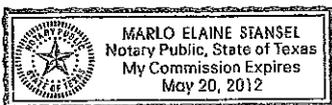
ACKNOWLEDGMENTS

STATE OF Texas)
) ss.

COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 17th day of August, 2009 by Jane Ann Byroad, as Agent + Attorney-in-Fact for ANADARKO LAND CORP.

My Commission expires: May 20, 2012



Witness my hand and official seal.

Marlo Elaine Stansel

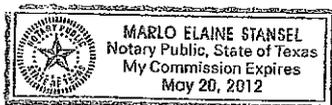
Notary Public

STATE OF Texas)
) ss.

COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 17th day of August, 2009 by Jane Ann Byroad, as Agent and Attorney-in-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

My Commission expires: May 20, 2012



Witness my hand and official seal.

Marlo Elaine Stansel

Notary Public



3645248 08/27/2009 10:46A Weld County, CO
12 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF Texas)

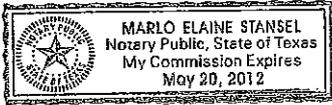
) ss.

COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 17th day of August, 2009, by Jane Ann Byroad, as Agent & Attorney in Fact for ANADARKO E&P COMPANY LP.

My Commission expires: May 20, 2012.

Witness my hand and official seal.



Marlo Elaine Stansel

Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ for the TOWN OF ERIE.

My Commission expires: _____.

Witness my hand and official seal.

Notary Public

3645248 08/27/2009 10:46A Weld County, CO
13 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ for ANADARKO E&P COMPANY LP.

My Commission expires: _____.

Witness my hand and official seal.

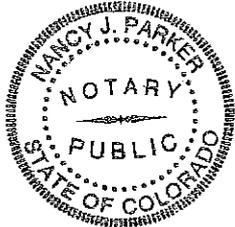
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 25th day of August, 2009, by Andrew J. Moore, as Mayor for the TOWN OF ERIE.

My Commission expires: June 16, 2010.

Witness my hand and official seal.



Nancy J. Parker
Notary Public



3645248 08/27/2009 10:46A Weld County, CO
14 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit A
to
Amendment to Surface Use Agreement effective August 25, 2009
among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil &
Gas Onshore LP and the Town of Erie

Legal Description

Lot 1A-1, Block 15
Erie Commons Filing No. 1 Minor Subdivision, First Amendment
Town of Erie
Weld County, Colorado



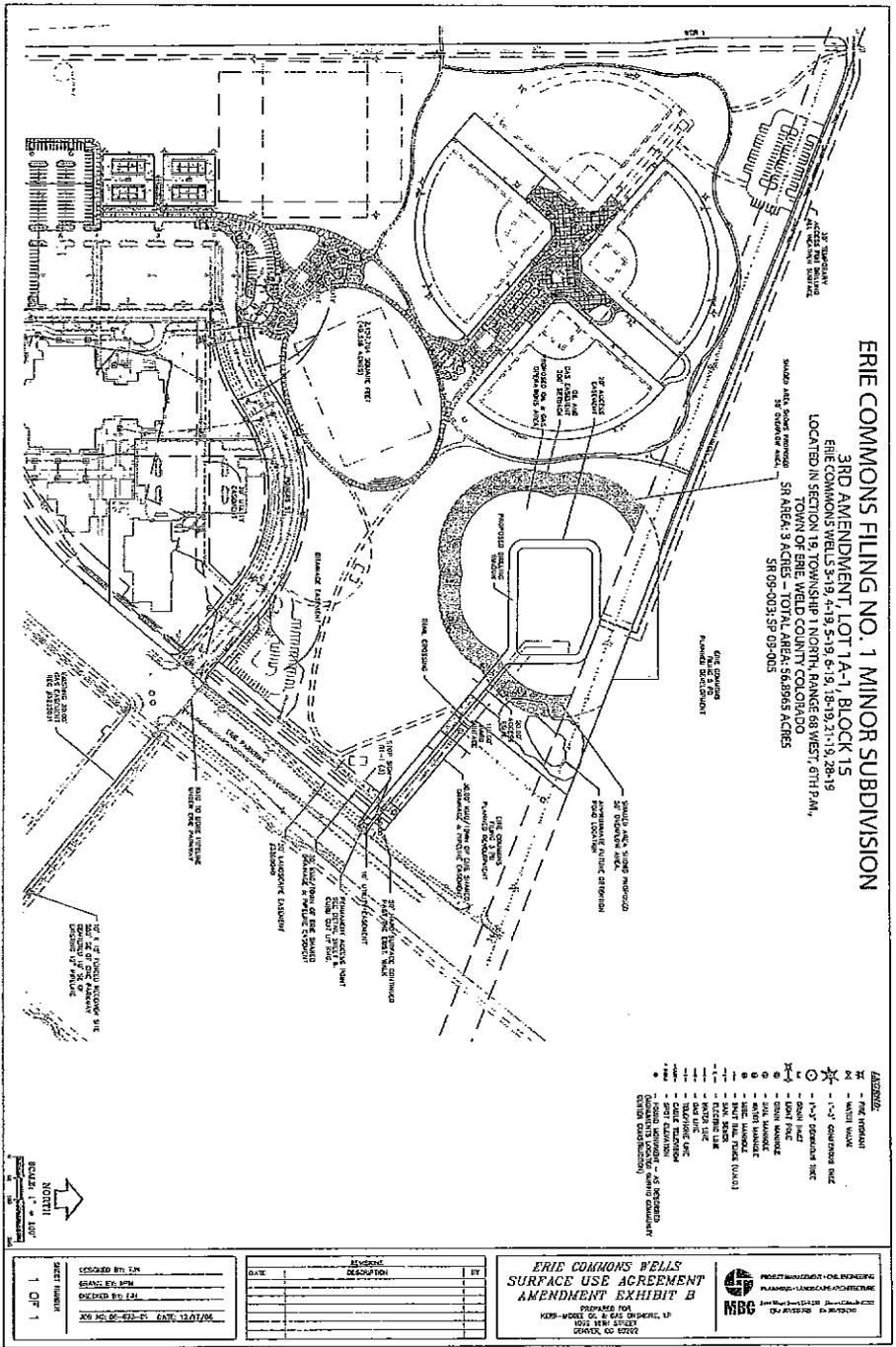
3645248 08/27/2009 10:46A Weld County, CO
15 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit B
to
Amendment to Surface Use Agreement effective August 25, 2009
among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil &
Gas Onshore LP and the Town of Erie

See attached Plat Map consisting of one (1) page.


3645248 08/27/2009 10:46A Weld County, CO
16 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

3645243 08/27/2009 10:46A Weld County, CO
 17 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder



ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION

3RD AMENDMENT, LOT 1A-1, BLOCK 15
 ERIE COMMONS WELLS 5-19, 4-19, 5-19, 6-19, 1-19, 2-19, 2B-19
 LOCATED IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST, 6TH P.M.,
 TOWN OF ERIE, WELD COUNTY, COLORADO
 SR AREA: 3 ACRES - TOTAL AREA: 56,896.5 ACRES
 SR 09-0033, SP 09-005

- LEGEND**
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Exhibit C
to
Amendment to Surface Use Agreement effective August 25, 2009
among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil &
Gas Onshore LP and the Town of Erie

See attached Pipeline Easement consisting of five (5) pages.

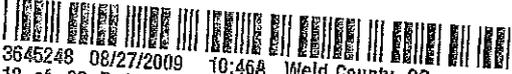

3645248 08/27/2009 10:46A Weld County, CO
18 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder



EXHIBIT C

PIPELINE EASEMENT

THIS PIPELINE EASEMENT ("Easement") is made this ___ day of _____, 200___, from the TOWN OF ERIE, a municipal corporation of the State of Colorado, with an address of 645 Holbrook, Post Office Box 750, Erie, Colorado 80516 ("Grantor") to KERR-MCGEE GATHERING LLC, a Colorado limited liability company, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto KMGG, its successors and assigns, a perpetual non-exclusive easement ("Easement") to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at KMGG's election, one pipeline and all appurtenances, below or above ground, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

TOWNSHIP 1 NORTH, RANGE 68 WEST, 6TH PM
Section 19: *See description in the attached Exhibit A.*

The specific route and course of the right-of-way and easement conveyed hereby ("Easement Lands") are more particularly described on Exhibit "A" attached hereto and made a part hereof. The parties have agreed that the width of the Easement Lands is fifty feet (50') during construction, and subsequent to construction, the width of the Easement Lands will be thirty feet (30'), both as depicted on Exhibit "A".

After the initial construction of the pipeline KMGG may require, from time to time, temporary additional work space parallel and adjacent to the Easement Lands to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipeline together with all appurtenances. Grantor agrees to negotiate in good faith with KMGG to allow KMGG the use of this temporary additional work space.

Grantor represents and warrants to KMGG that Grantor is the sole owner in fee simple of the Easement Lands, subject to the burden of the Easement and has full right, power and authority to enter into this Easement.

The pipe constructed hereunder shall be placed at a depth of not less than 36 inches below the surface of the ground. The centerline of the pipe constructed hereunder shall be placed a minimum of ten (10) feet from the centerline of Grantor's pipeline currently located within the Easement Lands. Grantor agrees not to increase or decrease the surface elevation on the Easement Lands without KMGG's prior written permission. KMGG shall repair and/or restore any damage to Grantor's pipeline caused by the installation of the KMGG pipeline and appurtenances. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Easement.

KMGG shall level and restore any lands affected by KMGG's operations that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction to the condition that existed at the time immediately prior to the placement of the KMGG pipeline, to the extent reasonably practicable. KMGG acknowledges and understands that Grantor currently has a pipeline that is located within the Easement Lands, and Grantor understands that KMGG intends to install a pipeline within the Easement Lands. Each party agrees that it shall not impair the lateral or subjacent support for the pipeline(s) of the other party in the installation or operation of pipeline(s) each installs, or otherwise damage or interfere with the pipeline(s) owned or operated by the other party.

Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on top of, or across the Easement Lands without the prior written consent of KMGG, except for the pipeline and related appurtenances that Grantor currently owns and operates within the Easement Lands.

KMGG agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements



over, under, on top of, or across the Easement Lands without the prior written consent of Grantor, except for the pipeline and related appurtenances as provided for herein.

Notwithstanding anything herein to the contrary, Grantor may install or have installed utilities within the Easement Lands or grant easements to other parties for their use of the Easement Lands in whole or in part for the purposes provided for in section 3.d. of that certain Surface Use Agreement dated December 15, 2004 and recorded January 13, 2005 at Reception No 3252946 among Anadarko Land Corp., Anadarko E&P Company LP (together the "Anadarko Entities"), Kerr-McGee Rocky Mountain Corporation (NKA Kerr-McGee Oil & Gas Onshore LP and referred to herein as "KMG") and others ("Surface Use Agreement") and the subsequent Amendment to Surface Use Agreement dated _____, 2009 among KMG, the Anadarko Entities and the Town of Erie ("Amendment Agreement"). Such new utilities within the Easement Lands or grant of easements to other parties shall in all cases comply with and shall in all cases require the persons and entities to which Grantor grants such easements to comply with, the guidelines referenced in section 4.c. of the Amendment Agreement and attached thereto as Exhibit D.

KMGG shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Easement, including but not limited to, the right of ingress and egress over and across Grantor's lands lying immediately adjacent to the Easement Lands for any and all purposes necessary and incidental to exercising KMGG's rights hereunder. KMGG shall repair or replace or reimburse Grantor, as the case may be, for damages to Grantor's structures or improvements that are caused by the operations of KMGG on Grantor's lands that lie immediately adjacent to the Easement Lands.

KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages to Grantor's structures and improvements resulting from KMGG's activities and operations on the Easement Lands, except for any damage to structures or improvements placed in the Easement Lands contrary to the terms contained herein, and Grantor shall pay for, reimburse, defend, indemnify and hold KMGG harmless from any and all claims or damages resulting from Grantor's activities on the Easement Lands. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

Grantor shall be obligated to pay for, repair, replace or otherwise compensate KMGG for any damages to KMGG's structures and improvements resulting from Grantor's activities and operations on the Easement Lands, except for any damage to structures or improvements placed in the Easement Lands contrary to the terms contained herein, and KMGG shall pay for, reimburse, defend, indemnify and hold Grantor harmless from any and all claims or damages resulting from KMGG's activities on the Easement Lands.

This Easement cannot be modified, except by an instrument in writing signed by Grantor and an authorized representative of KMGG.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Easement are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and KMGG.

KMGG shall record an original of this Easement in the records of Weld County. By recording this Easement, KMGG and Grantor shall be deemed to have accepted all of the terms and conditions hereof.

IN WITNESS WHEREOF, Grantor and KMGG have executed and delivered this Easement as of the date first above written.

Grantor:
Town of Erie
A municipal corporation of the State of Colorado

Grantee:
KERR-McGEE GATHERING LLC
A Colorado limited liability company
By its manager
Kerr-McGee Oil & Gas Onshore LP

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



3645248 08/27/2009 10:46A Weld County, CO
21 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, as _____, on behalf of the TOWN OF ERIE, a municipal corporation of the State of Colorado.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

(SEAL)

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, as _____, on behalf of KERR-McGEE GATHERING LLC, a Colorado limited liability company, by its manager Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

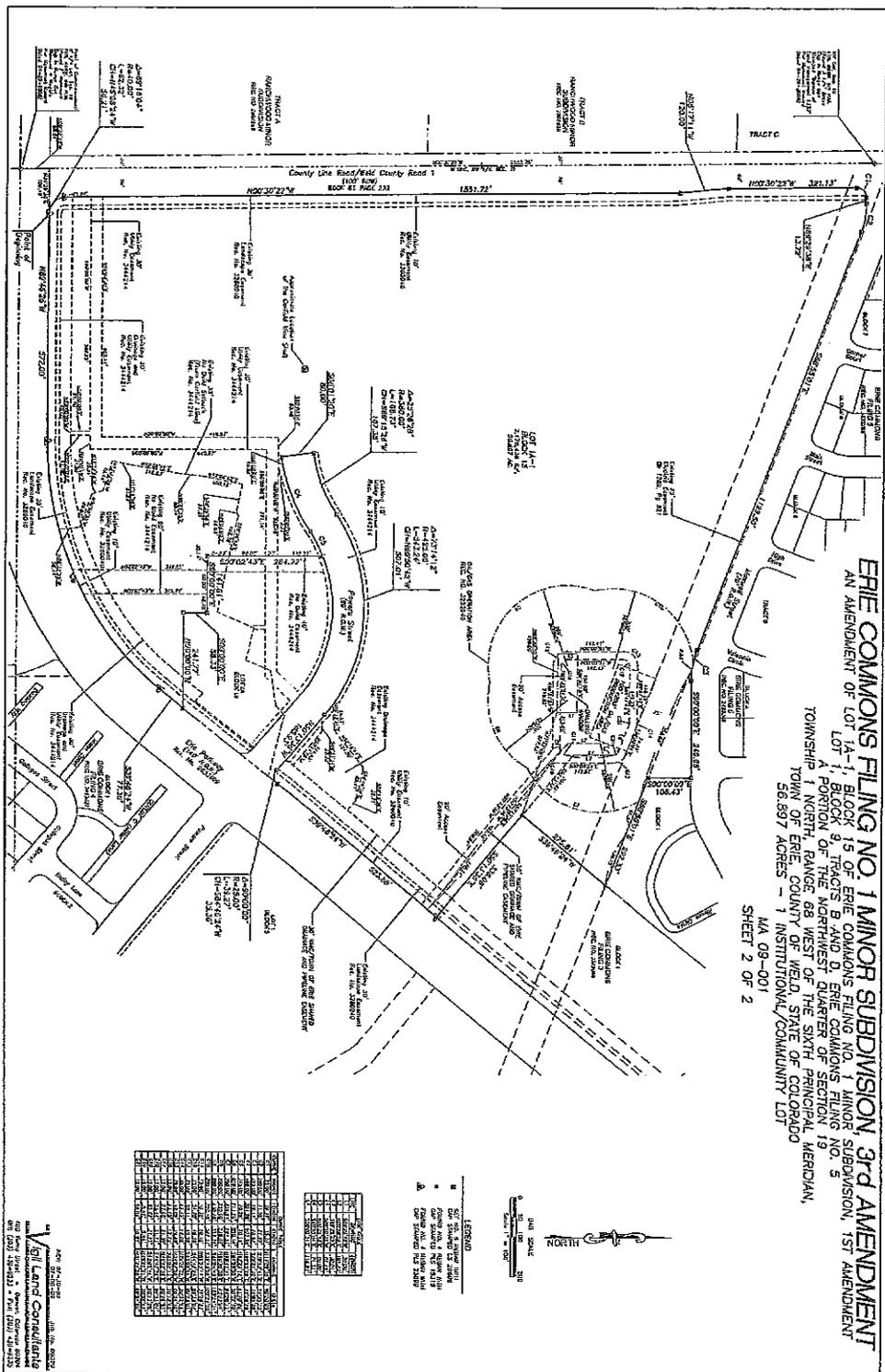
(SEAL)

3645248 08/27/2009 10:46A Weld County, CO
22 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit "A"
**to Pipeline Easement from the Town of Erie, as Grantor, to
Kerr-McGee Gathering LLC, as Grantee**

Legal Description

See attached dedicated easement identified as the "30' KMG/Town of Erie Shared Drainage and Pipeline Easement" on the Erie Commons Filing No. 1 Minor Subdivision, 3rd Amendment plat and also the "As-Built" survey consisting of two (2) pages together.



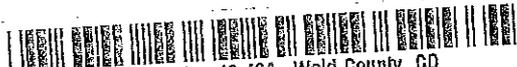
ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION 3rd AMENDMENT
 AN AMENDMENT OF LOT 14-1, BLOCK 15 OF ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION, 1ST AMENDMENT
 A PORTION OF THE NORTHWEST QUARTER OF SECTION 19
 TOWNSHIP 1 NORTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 COUNTY OF WELD, STATE OF COLORADO
 58.897 ACRES - 1 INSTITUTIONAL/COMMUNITY LOT
 MA 09-001
 SHEET 2 OF 2



3645248 08/27/2009 10:46A Weld County, CO
 23 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit D
to
Amendment to Surface Use Agreement effective August 25, 2009
among Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Oil &
Gas Onshore LP and the Town of Erie

See attached Guidelines consisting of four (4) pages.


3645248 08/27/2009 10:46A Weld County, CO
24 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder



3645248 08/27/2009 10:46A Weld County, CO
25 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMG may have under existing easements or ROW agreements. For information regarding KMG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMG in the below requirements is meant to include and apply to any Kerr McGee entity.

Design

- KMG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMG's facilities and the general public. This prior notification is to be made before the actual work is to take place.
- The encroaching entity shall provide KMG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMG, showing the facilities in the vicinity of KMG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMG will be approved for installation on KMG's ROW. All drawing revisions that affect facilities proposed to be placed on KMG's ROW must be approved by KMG in writing.
- KMG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMG on it's "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMG on replacement ROW granted to relocate KMG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMG.
- The depth of cover over the KMG pipelines shall not be increased or reduced nor surface modified for drainage without KMG's written approval.
- Construction of any permanent structure within KMG pipeline easement is not permitted without written approval by KMG.
- Planting of shrubs and trees is not permitted on KMG pipeline easement without written approval by KMG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMG easement without written approval by KMG.
- Foreign utility installations, IE, distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMG. In no case will vertical separation be less than 12" whether written or not. Constant line elevations must be maintained across KMG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMG pipeline must be evaluated by KMG to ensure that a significant length of the KMG line is not exposed and unsupported during construction. Foreign line crossings above the KMG pipeline with less than 18" of clearance must be evaluated by KMG to ensure that additional support is not necessary to prevent settling on top of the KMG natural gas pipeline. A KMG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMG facility. All installations of foreign crossings done by boring and or jacking require the KMG facility to be exposed to verify clearances.
- Foreign utilities shall not run parallel to KMG pipelines within the KMG easement without written permission by KMG. A minimum of 10.0 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

placed within the KMG easement or adjacent to the KMG easement. Any deviation from the 10.0' horizontal requirement must be approved in writing by KMG and an "as built survey" provided to KMG after installation.

- The foreign utility should be advised that KMG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMG's. At the request of KMG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMG. All costs associated with the correction of cathodic protection interference issues on KMG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The developer shall understand that KMG whether specifically required per federal law, or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMG, the safety of the public, contractor, KMG personnel and KMG facilities.
- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- AC Electrical lines must be installed in conduit and properly insulated.
- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMG ROW.
- No power poles, light standards, etc. shall be installed in the KMG easement without written approval by KMG.
- KMG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMG's sole discretion, and may exceed any regulatory requirements.

Construction

- If KMG will be relocating KMG facilities for any entity, grading in the new KMG ROW shall be +/- 6 inches before KMG will mobilize to complete the relocation. Final cover after the completion of the project will not be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMG. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMG representative is on site during the time cover is reduced.
- The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- Contractors shall be advised of KMG's requirements and be contractually obligated to comply.
- The continued integrity of KMG's pipelines and the safety of all individuals in the area of proposed work near KMG's facilities are of the utmost importance. Therefore, contractor must meet with KMG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. KMG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.
- The Contractor must expose all KMG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMG representative must be present.



3645248 08/27/2009 10:46A Weld County, CO
27 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

- * The use of probing rods for pipeline locating shall be performed by KMG representatives only, to prevent unnecessary damage to the pipeline coating. A KMG representative shall do all line locating.
- * Notification shall be given to KMG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMG's work site representative. Any Contractor schedule changes shall be provided to KMG immediately.
- * Heavy equipment will not be allowed to operate directly over KMG pipelines or in KMG ROW unless written approval is obtained from KMG. Heavy equipment shall only be allowed to cross KMG pipelines at locations designated by KMG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMG.
- * Contractor shall comply with all precautionary measures required by KMG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- * Excavating or grading which might result in erosion or which could render the KMG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMG's facility. At no time will cover be reduced to less than 36" without written approval by KMG and a KMG representative on site.
- * A KMG representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KMG pipeline or aboveground appurtenance. The contractor shall not work within this distance without a KMG representative being on site. Contractor shall use extreme caution and take any appropriate measures to protect KMG facilities.
- * Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMG facility. KMG personnel must be present.
- * Temporary support of any exposed KMG pipeline by Contractor may be necessary if required by KMG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- * No blasting shall be allowed within 1000 feet of KMG's facilities unless blasting notification is given to KMG including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

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

No blasting shall be allowed within 200 feet of KMG's facilities unless blasting notification is given to KMG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMG. A written emergency plan shall be provided by the organization responsible for blasting.

KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

- * Any contact with any KMG facility, pipeline, valve set, etc. shall be reported immediately to KMG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.



3645248 08/27/2009 10:46A Weld County, CO
28 of 28 R 141.00 D 0.00 Steve Moreno Clerk & Recorder

General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

- KMG personnel shall install all test leads on KMG facilities.

Local Kerr-McGee Gathering LLC Representation:

| | | |
|---|-------------------------|-----------------------|
| Manager of Construction & Facilities Engineering: | Kevin R. Osif, P.E. | Phone: 303 655 - 4307 |
| Facilities Engineer: | Joseph E. Sanchez, P.E. | Phone: 303 655 - 4319 |
| Foreman 1: | James Phillips | Phone: 303 655 - 4343 |
| Foreman 1: | Rick Noffsinger | Phone: 303-655 - 4326 |

Emergency Contacts:

| | |
|-------------------------------------|-----------------------|
| On call supervisor | Phone: 303-559 - 4001 |
| Kerr McGee 24 hour emergency number | Phone: 303-659 - 5922 |
| One Call Emergency | Phone: 800-922 -1987 |



3262947 01/13/2005 03:56P Weld County, CO
1 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

947

CONSENT AND WAIVER

THIS CONSENT AND WAIVER ("Agreement") is made and entered into this 15th day of December, 2004 by and among the TOWN OF ERIE ("Town"), a municipal corporation of the State of Colorado; ERIE COMMONS INVESTORS, LLC ("ECI") with an address of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302; ANADARKO LAND CORP. and ANADARKO E&P COMPANY LP (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-MCGEE ROCKY MOUNTAIN CORPORATION ("KMRMC") with an address of 1999 Broadway, Suite 3600, Denver, Colorado 80202; and ENCANA ENERGY RESOURCES INC. ("EnCana") with an address of 950 Seventeenth Street, Suite 2600, Denver, Colorado 80202 (the Anadarko Entities, KMRMC and EnCana are sometimes referred to hereinafter together as the "Oil Companies").

A. ECI owns the surface estate for property located in the Town of Erie in Weld County, Colorado, within the W/2E/2; E/2SW/4 and the NW/4 of Section 19, Township 1 North, Range 68 West, which property is more particularly described in Exhibit 1 to this Agreement and is hereinafter referred to as the "Property."

B. The Anadarko Entities own all of the oil and gas that underlies the Property, and either the Anadarko Entities, or their predecessors, have granted oil and gas leasehold rights in the Property, interests in which have been assigned to KMRMC and EnCana.

C. The KMRMC oil and gas leasehold interests are in the NW/4 of Section 19 within the Property.

D. The EnCana oil and gas leasehold interests are in the W/2E/2 and the E/2SW/4 of Section 19 within the Property.

E. The Oil Companies and ECI have entered into that certain Surface Use Agreement dated December 15, 2004 which applies to the Property and which sets forth the agreement of the parties for the locations for existing and future oil and gas wells on the Property ("Surface Use Agreement") and a copy of which is attached to this Agreement as Exhibit 2.

F. ECI, or an affiliated entity, has transferred certain interests in the Property and intends to transfer certain other interests in the Property to the Town in which EnCana owns oil and gas leasehold interests, which property is more particularly described in Exhibit 3 ("EnCana Leasehold Property").

G. EnCana operates a well on the EnCana Leasehold Property in the NW/4NE/4 and identified as the Coal Creek "C" Unit 1 ("EnCana Existing Well").

H. ECI intends to transfer certain other interests in the Property to the Town in which KMRMC owns oil and gas leasehold interests, which property is more particularly described in Exhibit 4 ("KMRMC Leasehold Property").

1. The purpose of this Agreement is for the Town to acknowledge and consent to the agreements reached by the Oil Companies and ECI for the EnCana Leasehold Property and the KMRMC Leasehold Property and to outline certain procedures with which the parties shall comply in the development of the properties for oil and gas exploration and production and for surface development.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Town Consents to Terms and Provisions in the Surface Use Agreement.

The Town hereby acknowledges the terms and provisions included in the Surface Use Agreement for the location of existing and future oil and gas wells and oil and gas facilities on the EnCana Leasehold Property and the KMRMC Leasehold Property and consents to the agreements reached by the parties in the Surface Use Agreement.

2. KMRMC Leasehold Property.

A. The Town acknowledges and understands that KMRMC and the Anadarko Entities, as applicable, have oil and gas leasehold rights and oil and gas mineral interests and contractual rights in the KMRMC Leasehold Property pursuant to which they would have the right under current rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") to locate oil and gas wells in five drilling windows in the NW/4 of Section 19, and that the Anadarko Entities and KMRMC have agreed in the Surface Use Agreement to relinquish their rights to drill oil and gas wells in four such drilling windows and to instead drill all oil and gas wells with bottomhole locations in any part of the NW/4 from a single location in the NW/4 that is identified in Exhibit 2-A to the Surface Use Agreement as Oil and Gas Operations Area number 3 and which consists of an area that is a square that is 450 feet by 450 feet and includes a no-build zone of 350 feet from locations for future oil and gas wells and associated equipment and facilities and is further identified in Exhibit 4.

B. To the extent that its consent is required and as a successor to the terms, provisions and conditions in the Surface Use Agreement, the Town acknowledges and agrees to the rights of KMRMC and the Anadarko Entities to drill multiple oil and gas wells within Oil and Gas Operations Area number 3 which have bottomhole locations anywhere within the NW/4 of Section 19.

C. KMRMC and the Anadarko Entities, as applicable, agree that, if the Town requests, they will work with the Town to move the location for Oil and Gas Operations Area number 3; provided that i) the location of the relocated Oil and Gas Operations Area continues to be entirely within the 800 foot by 800 foot drilling window identified in COGCC Rule 318A; ii) the geographical area for the Oil and Gas Operations Area shall be equal to or greater than the geographical area included in Oil and Gas Operations Area number 3; and iii) the Oil Companies will not incur costs or expenses in amounts greater than or in addition to the costs and expenses to directionally drill wells within Oil and Gas Operations Area number 3 for which they have



been reimbursed by ECI pursuant to the Letter Agreement among ECI and the Oil Companies dated the same date as the Surface Use Agreement.

3. EnCana Leasehold Property.

A. The Town acknowledges and understands that EnCana and the Anadarko Entities, as applicable, have oil and gas leasehold rights and oil and gas mineral interests and contractual rights in the EnCana Leasehold Property pursuant to which they would have the right under current rules and regulations of the COGCC to locate additional oil and gas wells in the drilling windows identified in COGCC Rule 318A in the NW/4NE/4 and the SW/4NE/4 in Section 19, and that the Anadarko Entities and EnCana have agreed in the Surface Use Agreement to relinquish their rights to drill oil and gas wells in the two drilling windows in the W/2NE/4 and to instead drill all oil and gas wells with bottomhole locations in any part of the W/2NE/4 from the location for the EnCana Existing Well that is identified in Exhibit 2-C to the Surface Use Agreement as Oil and Gas Operations Area number 13 and further described in Exhibit 3.

B. To the extent that its consent is required and as successor to the terms, provisions and conditions in the Surface Use Agreement, the Town acknowledges and agrees to the rights of EnCana and the Anadarko Entities to drill multiple oil and gas wells within Oil and Gas Operations Area number 13 which have bottomhole locations anywhere within the W/2NE/4 of Section 19.

4. Certain Impact Mitigation. The Oil Companies, as applicable, agree to reasonably cooperate with the Town if the Town requests that they install low profile tank batteries and paint such batteries and other facilities an earth color within the KMRMC Leasehold Property or the EnCana Leasehold Property; provided that such cooperation will not require the Oil Companies to violate COGCC requirements, and provided further, that they are reimbursed for costs and expenses which they incur which are in addition to what they would otherwise incur to comply with COGCC rules and regulations for areas which are not high density.

5. Waiver of Right to Object and Request Hearings.

A. The Town agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and the Surface Use Agreement, and hereby waives any such right to object. The Town further agrees that it will not request a hearing before the COGCC on any matter included in the Surface Use Agreement or in this Agreement with respect to the EnCana Leasehold Property and KMRMC Leasehold Property; provided that, the position of the Oil Companies is consistent with the Surface Use Agreement and this Agreement and the Oil Companies are not in substantial breach of the provisions in either agreement; provided, however, the Town does not waive any rights it has either as successor in interest to certain portions of the Property under the Surface Use Agreement or under this Agreement to enforce the provisions of the Surface Use Agreement or this Agreement through actions in the Weld County District Court or the COGCC.

B. The Town acknowledges that it is bound by all of the terms and provisions in the Surface Use Agreement with respect to the KMRMC Leasehold Property and the EnCana

Leasehold Property as a successor in title to the property, and the Town affirms and agrees to comply with the terms and provisions in the Surface Use Agreement with respect to the EnCana Leasehold Property and the KMRMC Leasehold Property.

6. Directional Drilling Costs as the Sole Responsibility of ECI. The parties all understand that ECI has agreed to make payments to the Oil Companies for certain costs and expenses associated with future well locations pursuant to the Surface Use Agreement and that certain Letter Agreement dated the same date as the Surface Use Agreement. The parties further understand that the payment of such amounts to the Oil Companies are and shall remain the sole responsibility and liability of ECI and that the Town shall in no event be liable for the payment of any such amounts.

7. Recording.

The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County within thirty (30) days after it is executed by all parties and provide evidence to ECI and the Town of the recording.

8. Incorporation by Reference.

Exhibits 1, 2, 3 and 4 are incorporated into this Agreement by this reference.

9. Counterpart Execution.

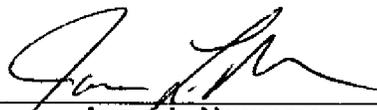
This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

ENCANA ENERGY RESOURCES INC.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

By: 
Name: **James L. Newcomb**
Its: **Agent and Attorney-in-Fact**

JP
SWP



Leasehold Property as a successor in title to the property, and the Town affirms and agrees to comply with the terms and provisions in the Surface Use Agreement with respect to the EnCana Leasehold Property and the KMRMC Leasehold Property.

6. Directional Drilling Costs as the Sole Responsibility of ECI. The parties all understand that ECI has agreed to make payments to the Oil Companies for certain costs and expenses associated with future well locations pursuant to the Surface Use Agreement and that certain Letter Agreement dated the same date as the Surface Use Agreement. The parties further understand that the payment of such amounts to the Oil Companies are and shall remain the sole responsibility and liability of ECI and that the Town shall in no event be liable for the payment of any such amounts.

7. Recording.

The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County within thirty (30) days after it is executed by all parties and provide evidence to ECI and the Town of the recording.

8. Incorporation by Reference.

Exhibits 1, 2, 3 and 4 are incorporated into this Agreement by this reference.

9. Counterpart Execution.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

ENCANA ENERGY RESOURCES INC.

ANADARKO E&P COMPANY LP

By: 
Name: Byron R. Gale
Its: Attorney-in-Fact

By: _____
Name: _____
Its: _____

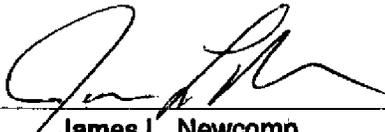


3252947 01/13/2005 03:56P Weld County, CO
6 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

KERR-McGEE ROCKY MOUNTAIN
CORPORATION

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: 
Name: **James L. Newcomb**
Its: **Agent and Attorney-in-Fact**

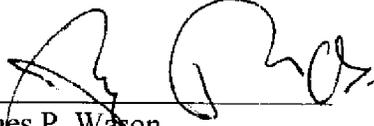
ERIE COMMONS INVESTORS, LLC

By: _____
Name: _____
Its: _____

TOWN OF ERIE

By: _____
Name: _____
Its: _____

KERR-McGEE ROCKY MOUNTAIN CORPORATION

By: 
Name: James P. Wason
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

By: _____
Name: _____
Its: _____

TOWN OF ERIE

By: _____
Name: _____
Its: _____



3252947 01/13/2005 03:56P Weld County, CO
8 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

KERR-McGEE ROCKY MOUNTAIN
CORPORATION

ANADARKO LAND CORP.

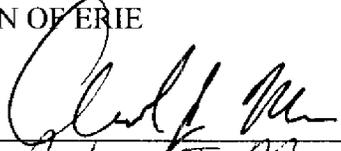
By: _____
Name: James P. Wason
Its: Attorney-in-Fact

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

TOWN OF ERIE

By: _____
Name: _____
Its: _____

By: 
Name: Andrew T. Moore
Its: Mayor

KERR-McGEE ROCKY MOUNTAIN CORPORATION

ANADARKO LAND CORP.

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

TOWN OF ERIE

By: *Jon R. Lee*
Name: Jon R. Lee
Its: AUTHORIZED REPRESENTATIVE

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

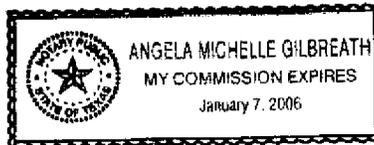
STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 30 day of December, 2004, by James L Newcomb, as Agent & Attorney-in-Fact for ANADARKO E&P COMPANY LP.

My Commission expires: January 7, 2006 :

Witness my hand and official seal.

Angela Michelle Gilbreath
Notary Public



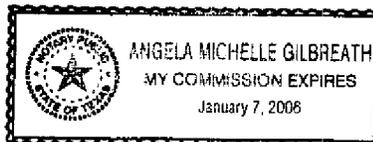
STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 30 day of December, 2004, by James L Newcomb, as Agent & Attorney-in-Fact for ANADARKO LAND CORP.

My Commission expires: January 7, 2006 :

Witness my hand and official seal.

Angela Michelle Gilbreath
Notary Public



STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by James P. Wason, as Attorney-in-Fact for KERR-McGEE ROCKY MOUNTAIN CORPORATION.

My Commission expires: _____:



My Commission Expires 03/15/2008

Witness my hand and official seal.

Lisa M. Schiel

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3252947 01/13/2005 03:56P Weld County, CO
12 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by James P. Wason, as Attorney-in-Fact for KERR-McGEE ROCKY MOUNTAIN CORPORATION.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 22nd day of December 2004, by Byron R. Gale, as Attorney-in-Fact for ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

My Commission Expires 09/21/2004
1615 California, Suite 702
Denver, Colorado 80202

Witness my hand and official seal.

Michael L. Tucker
Notary Public



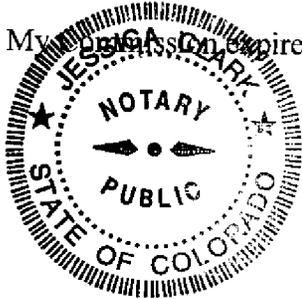


3252947 01/13/2006 03:56P Weld County, CO
13 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by Jon R Lee, as Authorized Representative for ERIE COMMONS INVESTORS, LLC.

My Commission expires: 7/30/06:



Witness my hand and official seal.

Jessica Clark
Notary Public

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for TOWN OF ERIE.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3252947 01/13/2005 03:56P Weld County, CO
14 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for ERIE COMMONS INVESTORS, LLC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
County of Weld)

The foregoing instrument was acknowledged before me this 27th day of December, 2004, by Andrew J. Moore, as Mayor for TOWN OF ERIE.

My Commission expires: 6/26/2005:

Witness my hand and official seal.

Teresa J. Andrews
Notary Public



3252947 01/13/2005 03:56P Weld County, CO
15 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBITS



3252947 01/13/2005 03:56P Weld County, CO
16 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

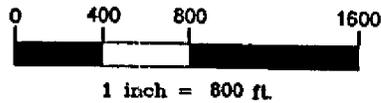
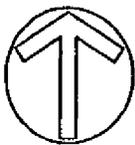
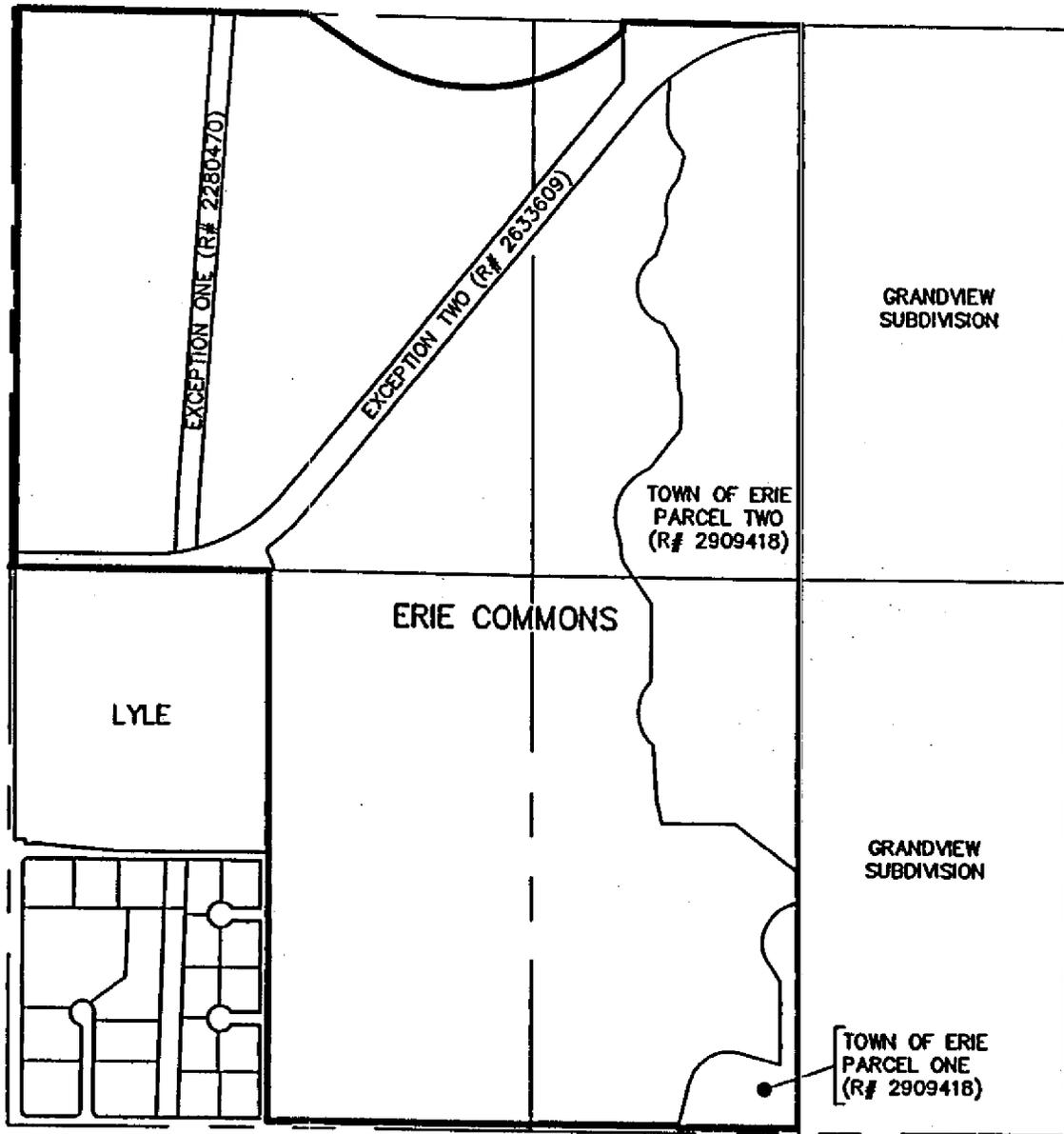
Exhibit 1
to
Consent and Waiver
dated December 15, 2004
between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.

Legal Description

See attached legal description which includes a 1-page survey
and a 3-page metes and bounds legal description.



EXHIBIT 1



NOTE:
 - PROPERTY INCLUDES BOTH THE AREA WITHIN THE LEGALS AS ATTACHED AND THE TOWN PROPERTIES AS REFERENCED BY THE RECORDATION NUMBERS.

**ERIE COMMONS
 SEC. 19, T1N, R6BW
 TOWN OF ERIE
 WELD COUNTY, COLORADO**

SCALE: HOR. 1"=800'
 VER. N/A

DESIGN/APP.:

DRAWN BY: BO

DATE: 09/30/03

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HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

4000 Pearl East Circle, Suite 104
 Boulder, Colorado 80504 (303) 440-8866

SHEET 1 OF 1

EXHIBIT 1

A PARCEL OF LAND SITUATE IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION LIES N89°30'18"W, 2,543.60 FEET; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,108.21 FEET TO THE POINT OF BEGINNING;

THENCE S56°52'34"E, 304.45 FEET PARALLEL WITH AND 100.00 FEET DISTANT, SOUTHWESTERLY, FROM THE CENTERLINE OF THE BOULDER BRANCH OF THE MAIN TRACK OF THE UNION PACIFIC RAILROAD COMPANY, AS PRESENTLY CONSTRUCTED AND OPERATED;

THENCE CONTINUING PARALLEL WITH AND 100.00 FEET DISTANT, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID RAILROAD TRACK, 1,393.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,050.98 FEET, A CENTRAL ANGLE OF 75°57'37" AND A CHORD BEARING N85°08'37"E, 1,293.52 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609;

THENCE S00°17'05"E, 242.48 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TO A POINT TO BE REFERED TO AS POINT 'A';

THENCE S48°27'42"E, 140.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY:

163.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 09°05'11" AND A CHORD BEARING N46°04'54"E, 163.17 FEET;

THENCE ALONG THE WESTERLY LINE OF PARCEL TWO RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING THIRTY-ONE COURSES:

- 1) S03°28'48"W, 171.95 FEET;
- 2) 159.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°38'56" AND A CHORD BEARING S19°20'40"E, 155.16 FEET;
- 3) S42°10'08"E, 30.19 FEET;
- 4) S17°00'12"E, 33.62 FEET;
- 5) S14°50'03"W, 104.76 FEET;
- 6) S35°22'03"W, 39.41 FEET;
- 7) 172.94 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 52°09'02" AND A CHORD BEARING S09°17'33"W, 167.03 FEET;
- 8) S16°46'58"E, 4.70 FEET;
- 9) S19°21'43"W, 161.15 FEET;
- 10) S55°07'56"W, 14.48 FEET;
- 11) 384.97 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 122°32'21" AND A CHORD BEARING S06°08'15"E, 315.68 FEET;
- 12) S67°24'25"E, 20.67 FEET;
- 13) S30°10'38"E, 135.67 FEET;
- 14) S01°34'36"E, 189.63 FEET;
- 15) S19°11'18"E, 45.29 FEET;
- 16) S00°55'50"W, 156.54 FEET;
- 17) S38°05'34"W, 237.12 FEET;
- 18) S61°46'01"W, 33.50 FEET;
- 19) 347.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 79°40'38" AND A CHORD BEARING S21°55'43"W, 320.31 FEET;
- 20) S17°54'36"E, 45.62 FEET;
- 21) S03°20'24"E, 51.29 FEET;
- 22) 51.51 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 29°30'57" AND A CHORD BEARING S18°05'52"E, 50.95 FEET;
- 23) S32°51'21"E, 49.71 FEET;
- 24) S35°05'54"E, 189.18 FEET;
- 25) S00°03'41"W, 358.99 FEET;
- 26) 333.81 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 95°37'44" AND A CHORD BEARING S02°48'58"E, 296.39 FEET;
- 27) S04°17'16"E, 256.80 FEET;

(continued on page 2)

ORG: 01/20/03
REV: 05/07/03

ERIE COMMONS LEGAL DESCRIPTION

SCALE HOR. N/A
VERT. N/A

DESIGN/APPR.

DRAWN BY BO

DATE 05/07/03

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HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

4999 Pearl East Circle, Suite 105

Boulder, Colorado 80501 (303) 440-8105

SHEET 1 OF 4



3252947 01/13/2005 03:56P Weld County, CO
18 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

(continued from page 1)



3252947 01/13/2005 03:56P Weld County, CO
19 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

- 28) S13°39'10"E, 113.17 FEET;
- 29) S89°54'59"E, 354.69 FEET;
- 30) S53°22'35"E, 357.20 FEET;
- 31) S63°53'29"E, 27.12 FEET;

THENCE S00°25'02"E, 149.41 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE ALONG THE WESTERLY LINE OF PARCEL ONE RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING SEVEN COURSES:

- 1) S75°11'35"W, 35.36 FEET;
- 2) 355.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 107°09'41" AND A CHORD BEARING S21°36'45"W, 305.78 FEET;
- 3) S31°58'06"E, 112.66 FEET;
- 4) S00°25'02"E, 397.84 FEET;
- 5) N74°46'43"W, 201.10 FEET;
- 6) 321.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 92°11'31" AND A CHORD BEARING S59°07'31"W, 288.20 FEET;
- 7) S13°01'46"W, 205.59 FEET;

THENCE S89°56'56"W, 712.60 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE S89°57'02"W, 1,267.09 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19;

THENCE N00°33'50"W, 2,616.47 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 19;

THENCE S89°46'26"E, 1.97 FEET;

THENCE ALONG THE EASTERLY LINE OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:

- 1) 94.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 15°57'12" AND A CHORD BEARING N22°39'50"W, 94.36 FEET;
- 2) 29.56 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 84°40'19" AND A CHORD BEARING N11°41'44"E, 26.94 FEET;

THENCE N35°58'07"W, 140.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:

- 1) 511.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 36°11'41" AND A CHORD BEARING S72°07'44"W, 503.22 FEET;
- 2) N89°46'26"W, 651.49 FEET;

THENCE N00°30'22"W, 2,582.61 FEET PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19;

THENCE S89°30'18"E, 1,405.39 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM, THE FOLLOWING TWO PARCELS:

EXCEPTION ONE:

THE PORTION OF A PARCEL RECORDED 03/10/1992 AT RECEPTION NO. 2280470 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N139°30'18"W, 1,469.64 FEET TO THE POINT OF BEGINNING;

THENCE S03°35'48"W, 2,245.72 FEET;

THENCE 242.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 5,679.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING S02°12'02"W, 242.84 FEET;

THENCE S01°09'00"W, 63.08 FEET;

THENCE 102.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 07°15'48" AND A CHORD BEARING S78°14'35"W, 102.61 FEET;

(continued on page 3)

ERIE COMMONS LEGAL DESCRIPTION

| |
|-----------------------------|
| SCALE HOR. N/A VERT. N/A |
| DESIGN/APPR. |
| DRAWN BY 80 |
| DATE 05/07/03 |

HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4899 Pearl East Circle, Suite 104
Boulder, Colorado 80504 (303) 440-2100



EXHIBIT 1

(continued from page 2)

THENCE N01°08'50"E, 86.00 FEET;
 THENCE 247.14 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 5,779.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING N02°12'31"E, 247.12 FEET;
 THENCE N03°35'48"E, 2,240.30 FEET;
 THENCE S89°30'18"E, 100.15 FEET TO THE POINT OF BEGINNING;

EXCEPTION TWO:

THE PORTION OF A PARCEL RECORDED 08/17/1998 AT RECEPTION NO. 2633609 DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT 'A';
 THENCE S48°27'42"E, 140.00 FEET;
 THENCE 31.73 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING S40°39'21"W, 31.73 FEET;
 THENCE S39°46'24"W, 2,542.95 FEET;
 THENCE 236.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING S46°54'09"W, 235.80 FEET;
 THENCE N35°58'07"W, 140.00 FEET;
 THENCE 201.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING N46°54'09"E, 201.05 FEET;
 THENCE N39°46'24"E, 2,542.95 FEET;
 THENCE 36.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING N40°39'21"E, 36.04 FEET TO THE POINT OF BEGINNING.

NET ACREAGE OF PARCEL: 289.58 ACRES

ERIE COMMONS LEGAL DESCRIPTION

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|--------------|-----------------------|
| SCALE | HOR. N/A VERT. N/A |
| DESIGN/APPR. | |
| DRAWN BY | BO |
| DATE | 05/07/03 |



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 6900 Pearl East Circle, Suite 300
 Boulder, Colorado 80521 (303) 448-8105



3252947 01/13/2005 03:56P Weld County, CO
21 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 2

to

Consent and Waiver

dated December 15, 2004

**between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.**

Surface Use Agreement

See attached copy of Surface Use Agreement dated December 15, 2004 between and among Anadarko E&P Company LP, Anadarko Land Corp., Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources, Inc. and Erie Commons Investors, LLC

Note: The referenced Exhibit 2-Surface Use Agreement incorporates 4 exhibits. Exhibit No. 4 to the Surface Use Agreement is this Consent and Waiver which includes as one of its exhibits the Surface Use Agreement. The attached Exhibit 2 does not include the within Consent and Waiver document or the exhibits attached thereto.

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is made and entered into this 15th day of December, 2004, by and among ANADARKO E&P COMPANY LP, formerly known as RME Petroleum Company and Union Pacific Resources Company, and ANADARKO LAND CORP., formerly known as RME Land Corp. and Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-MCGEE ROCKY MOUNTAIN CORPORATION ("KMRMC"), formerly known as HS Resources, Inc., with an address of 1999 Broadway, Suite 3600, Denver, Colorado 80202; ENCANA ENERGY RESOURCES INC. ("EnCana") with an address of 950 Seventeenth Street, Suite 2600, Denver, Colorado 80202 (the Anadarko Entities, KMRMC and EnCana are sometimes referred to hereinafter together as the "Oil Companies"); and ERIE COMMONS INVESTORS, LLC ("Surface Owner") with an address of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302.

A. Surface Owner owns the surface estate for property located in the Town of Erie ("Town") in Weld County, Colorado, within the W/2E/2; E/2SW/4 and the NW/4 of Section 19, Township 1 North, Range 68 West, which property is more particularly described in Exhibit 1 to this Agreement and is hereinafter referred to as the "Property."

B. The Anadarko Entities own all of the oil and gas that underlies the Property and either the Anadarko Entities, or their predecessors, have granted oil and gas leasehold rights in the Property as identified in Recitals F. and G.

C. Union Pacific Land Resources Corporation and Union Pacific Resources Company (together the "Union Pacific entities") entered into an agreement with Weld County Land Company, LLC, an affiliate of Surface Owner, dated November 14, 2000, entitled "Agreement for Compatible Development" ("Development Agreement") pursuant to which the parties set forth minimum standards with which Surface Owner is required to comply to protect existing oil and gas wells on the Property and for the location of future oil and gas wells on the Property, among other things.

D. The Development Agreement was recorded in the Weld County Clerk and Recorder's Office on November 17, 2000 at Reception number 280715.

E. The Development Agreement contemplated that Surface Owner might enter into surface use agreements with the parties which own oil and gas leasehold interests in the Property at the time Surface Owner had more specific plans to develop the surface estate and to which the Union Pacific entities would also be signatory parties.

F. KMRMC owns certain oil and gas leasehold interests in the Property that it derived through the Union Pacific entities pursuant to an oil and gas lease dated October 16, 1972 and recorded on November 30, 1972, in Book 681, Page 801 at Reception number 1602713.

G. EnCana owns certain oil and gas leasehold interests in the Property that it derived through the Union Pacific entities pursuant to an oil and gas lease dated February 10, 1988 and recorded in Book 1214, at Reception number 02160408, and EnCana currently operates two oil and gas wells on the Property generally located in the NW/4NE/4 and identified as the Coal Creek "C" Unit 1 and the SW/4SE/4 and identified as the Vessels Minerals 19-15. In addition, EnCana currently operates four oil and gas wells adjacent to the Property, one well located in the NW/4SW/4 and identified as the Vessels Minerals "E" 1 and three wells located in the NE/4SE/4 and within window 11 on Exhibit 2-G.

H. The two oil and gas wells that are located on the Property and described in Recital G. are referred to hereinafter as the "Existing Wells."

I. This Agreement provides for the compatible development of the surface estate and the oil and gas estate for the Property and applies only to the oil and gas interests that are owned by the Oil Companies.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Areas.

A. The Oil Companies agree to locate future oil and gas wells only in the areas that include the Existing Wells and in the future wellsite locations which are identified on Exhibit 2 and subparts as the Oil and Gas Operations Areas. The Oil and Gas Operations Areas are described on Exhibit 2 as Oil and Gas Operations Areas numbered 3, 7, 10 and 13 and Outlot M. In consideration of the agreements of Surface Owner described hereinafter in section 1.F. and in the letter agreement among the parties of even date, the Oil Companies each agree as follows:

(1) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #3 shown on Exhibits 2-A and 2-B and generally located in the center of the NW/4, KMRMC and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling windows in the NE/NW/4; SE/4NW/4; NW/4NW/4 and the SW/4NW/4, as shown on Exhibit 2-A and labeled as windows 1, 2, 4 and 5.

(2) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #13 as shown on Exhibit 2-C and generally located left of the center in the NE/4, EnCana and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling windows in the NW/4NE/4 and the SW/4NE/4, as shown on Exhibit 2-C and labeled as windows 12 and 14.

(3) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #7 and generally located in the center to the northwest in the SW/4, as shown on Exhibits 2-D and 2-E and which is not located on property

that is owned by Surface Owner, EnCana and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling windows in the NE/4SW/4 and the SE/4SW/4 identified in Exhibit 2-D as windows 6 and 8; provided, however, that, Surface Owner obtains the signatures of all of the owners of the surface estate and the owners and lessees of the oil and gas estate (collectively the "Owners") where Oil and Gas Operations Area #7 is located on a surface use agreement to be entered into among the Anadarko Entities, EnCana and the Owners prior to the approval of any final plat for all or any portion of the Property and in the form of surface use agreement attached to this Agreement as Exhibit 3. In the event that Surface Owner cannot obtain the signatures of the Owners on such an agreement within the time provided for herein, EnCana and the Anadarko Entities agree to drill oil and gas wells directionally to the SE/4SW/4 location from Oil and Gas Operations Area #10, as shown on Exhibits 2-G and 2-H, and to the NE/4SW/4 from the Oil and Gas Operations Area northeast of Oil and Gas Operations Area #7 and identified as Outlot M as shown on Exhibit 2-F.

(4) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #10 as identified in Exhibit 2-H and generally located in the SW/4SE/4, EnCana and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling window in the NW/4SE/4, as shown on Exhibit 2-G and labeled as window 9.

B. Areas Included in the Oil and Gas Operations Areas. The Oil and Gas Operations Areas shall be in the locations reflected on Exhibit 2 and shall include the areas for each such location that are reflected on Exhibit 2. Unless otherwise provided herein, to the extent practicable, future wellbores shall be located generally at or near the centers of those Oil and Gas Operations Areas for which there is currently no existing oil and gas well.

C. Surface Lot Line Requirements. Lot lines for surface development shall not be platted anywhere within any of the areas included in the Oil and Gas Operations Areas and Surface Owner shall not construct or install any permanent or temporary building, structure or other improvement within any of the Oil and Gas Operations Areas, except for the improvements shown on Exhibits 2-A and 2-G.

D. Multiple Wells within the Oil and Gas Operations Areas. The Oil Companies shall continue to have the right to operate and maintain the Existing Wells and to drill additional wells within all Oil and Gas Operations Areas and to deepen and recomplete the Existing Wells and any well that is drilled in the future and also to drill twinned wells as well as directional and horizontal wells that produce from and drain the Property as well as lands other than the Property. The Oil and Gas Operations Areas shall be for the exclusive use of oil and gas drilling, exploration, production and operations and the location of associated oil field exploration and production equipment and facilities.

E. Associated Drilling and Production Equipment. Except as may be hereinafter provided, the Oil Companies shall construct, locate, maintain and repair such associated drilling

and production equipment, including tanks, separators, dehydrators, compressors, flowlines and meters, and also any other associated oil field equipment necessary or convenient for the operation and production of the Existing Wells and future wells only within the Oil and Gas Operations Areas.

F. Directional Drilling Costs. In consideration of the agreement of the Oil Companies to restrict their use of the surface estate for the Property, Surface Owner agrees to compensate the Oil Companies as described in the letter agreement dated the same date as this Agreement. The obligations included in the letter agreement shall be binding upon Surface Owner and its successors and assigns, but shall not otherwise be binding upon the successors in title to the Property or portions of the Property.

2. Access to Oil and Gas Operations Areas.

A. Access to Oil and Gas Operations Areas with Existing Wells. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the access routes that they are currently utilizing to access the Oil and Gas Operations Areas that include the Existing Wells until such time as the same may be relocated as identified on Exhibit 2.

B. Access to Oil and Gas Operations Areas for Future Wells. Access to Oil and Gas Operations Areas for future wells shall be at the locations identified on Exhibit 2.

C. Relocation of Access. Access to an Oil and Gas Operations Area as shown on Exhibit 2 may be changed in the future by mutual agreement of the affected parties or their successors in interest; provided however, all costs and expenses of such relocations shall be borne by Surface Owner.

D. Maintenance and Use of Joint Access Roads. Surface Owner shall keep roads jointly used by both Surface Owner or its subdivision occupants and one or more of the Oil Companies in good condition and repair until they are dedicated to a local jurisdiction; provided, however, if an Oil Company causes damage to a road that is built to the specifications in subsection 2.E.(1) , it agrees to promptly repair any damage which it causes which is a direct result of its use of the road. No party shall unreasonably interfere with the use by the other of an access road.

E. Construction and Width of Access Roads.

(1) Access roads that are jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads that are used exclusively by the Oil Companies shall be thirty (30) feet or more in width, and the Oil Companies shall install and maintain them to applicable standards of the Colorado Oil and Gas Conservation Commission ("COGCC").

3. Pipelines, Flowlines and Pipeline Easements.

A. Pipelines, Flowlines and Pipeline Easements for Existing Wells. Surface Owner acknowledges and understands that the Oil Companies and their affiliates have the right to continue to use the flowlines, pipelines and pipeline easements that they are currently utilizing to service the Existing Wells and to construct, repair, maintain and replace the flowlines and pipelines.

B. Pipelines, Flowlines and Pipeline Easements for Future Wells. Pipelines, flowlines and pipeline easements to service future wells shall be at the locations identified on Exhibit 2, and Surface Owner shall grant the Oil Companies written pipeline easements (for production from the Property and other lands) upon the request of the Oil Companies and at no cost to them.

C. Relocation of Pipelines and Pipeline Easements. Locations of pipelines and pipeline easements may be changed by mutual agreement of Surface Owner and the appropriate Oil Company; provided, however, all costs and expenses of such relocations shall be borne by Surface Owner.

D. Width and Grant of Pipeline and Flowline Easements. For existing pipelines, pipeline easements shall be nonexclusive, and, if relocated, shall be fifty (50) feet in width during construction activities or until such time as all pipeline relocations are completed. For Future Wellsite Locations and for additional wells drilled at Existing Wellsite Locations, pipeline easements shall be nonexclusive and shall be fifty (50) feet in width during construction activities or until such time as all pipeline relocations are completed and/or adjacent surface development is completed. After the completion of existing line relocations and adjacent surface development, pipeline easements shall be 30 feet in width for all operations, maintenance and transportation activities and for construction of lines to future wells; provided, however, the center of each pipeline easement shall be at least 75 feet on either side from all ignition sources unless Surface Owner agrees to reimburse the Oil Company for costs to sleeve the pipe. Flowline easements shall be thirty (30) feet in width for all operations. The pipeline easements shall be for the use of pipelines for oil and gas production and operations; provided, however, the Oil Companies may install one or more pipelines within the same easement, and further provided that Surface Owner shall be entitled to reserve the right to cross such easements at approximately right angles and to install and maintain access to such easements for (i) utility lines, including those for water, gas, sewer, electric, telephone, cable, television and fiber optic; and (ii) those portions of sidewalks and soft surface trails and roads that are specifically identified on Exhibit 2; and (iii) other purposes with the permission of the applicable Oil Companies, which permission shall not be unreasonably withheld; provided, however, any new underground facilities which travel along or within a pipeline easement identified herein shall be located at a distance horizontally of at least ten (10) feet from parallel existing oil and gas pipelines and flowlines and such facilities shall have at least twenty-four (24) inches of vertical clearance between the new facility and an oil and gas pipeline or flowline provided for herein, and any overhead power lines shall be at least twenty (20) feet above the ground.

E. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and not more than 72 inches over pipelines and flowlines in the conduct of its operations and its construction activities on the Property.

4. Notice of Commencement of Surface Construction and Drilling Activities.

A. Surface Owner Notice. Surface Owner shall give advance notice to and meet at the site with representatives of the appropriate Oil Companies to locate existing pipelines and flowlines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

B. Oil Company Notice. The applicable Oil Company shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with the rules and regulations of the COGCC, but in no event less than ten (10) days advance notice.

5. Surface Construction Activities.

A. Shut-In Production Payments. An Oil Company may, in its discretion, for safety purposes, shut in any pipeline or flowline over which Surface Owner's heavy earth moving equipment is to be run. Further, Surface Owner may request or an Oil Company may elect, in its discretion, to shut in one or more of its wells during Surface Owner's construction activity on the surface of the Property. Surface Owner shall notify the applicable Oil Company at least twenty (20) days before Surface Owner intends to commence construction activities where it will utilize heavy equipment or other equipment that may cause damage to the Oil Company's flowlines or pipelines. During the period of shut-in of any well, pipeline or flowline (either at the request of Surface Owner or at the discretion of the Oil Company as herein provided), Surface Owner shall pay the applicable Oil Company for each shut-in the following amounts:

| <u>Shut-In Duration</u> | <u>Fee per Well per Day</u> |
|-------------------------|-----------------------------|
| 5 days or less | None |
| 6 – 29 days | \$150 |
| 30 days or more | \$200 |

Surface Owner shall also pay the Oil Company any costs to rework the well in order to place the well in production status after the shut-in and costs to replace pipelines and flowlines that are damaged by the surface construction activities of Surface Owner.

B. Electrical Equipment. Surface Owner shall pay the applicable Oil Company or Oil Companies all costs that the Oil Company incurs to change electrical equipment at an Oil and Gas Operations Area where the Oil Company is required to make the change because of the impending or actual surface development of the Property.

6. Subdivision Plat and Local Regulations. Surface Owner shall identify the Oil and Gas Operations Areas and all present and future access routes and pipeline easements on its subdivision plats and in all applications for development that it files with a local jurisdiction, as well as the setbacks between all Oil and Gas Operations Areas and planned and existing lot lines,



and the plats shall include restrictions that no property line, building or other structure shall be located, constructed or installed within the Oil and Gas Operations Areas. Except as may be otherwise provided herein, or as shown on Exhibit 2, Surface Owner shall also not locate any temporary or permanent buildings, structures, improvements or equipment within the Oil and Gas Operations Areas or under the surface of the Oil and Gas Operations Areas, including but not limited to, sewer lines, gas pipelines or water lines.

7. Waiver of Surface Damage Payments. Surface Owner hereby waives all surface damage payments pursuant to any existing, future, or amended COGCC or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is drilled within an Oil and Gas Operations Area and for each production facility. The Oil Companies may provide a copy of this Agreement to the COGCC or to any local jurisdiction, person or entity or any court of law as evidence of this waiver. The term "surface damage payments" as used herein shall be given the meaning commonly used in the oil and gas industry.

8. Waiver of Setback and Other Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this section 8 in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction.

9. Compliance with Regulations. Except with respect to state and local setback regulations as described in section 8 or as otherwise specifically provided in this Agreement, the Oil Companies shall comply with state and local rules and regulations with respect to their oil and gas operations on the Property and also with the rules and regulations of the COGCC for areas which are high density, including current COGCC Rule 603 e.(7); provided, however, Surface Owner shall reimburse the Oil Companies for any and all such costs and expenses which are in excess of such costs and expenses for areas which are not high density.

10. Payment of Relocation Costs. Surface Owner shall give advance written notice to the applicable Oil Company at least thirty (30) days prior to the time that Surface Owner wishes an Oil Company to relocate an access road or pipeline pursuant to sections 2.C. or 3.C. The applicable Oil Company shall thereafter provide Surface Owner with an estimate of the costs for the relocation. Surface Owner shall pay the full amount of the estimate of relocation costs to the Oil Company within ten (10) days from the date it receives the estimate. Upon receipt of the estimate of costs by Surface Owner, the Oil Company will within a reasonable time commence the relocation of the applicable access road or pipeline, install the same in a good and workmanlike manner, and diligently pursue such relocation work to completion. Upon completion of the relocation, the Oil Company shall give Surface Owner a full accounting of the costs and expenses of the relocation. If the amount of such costs exceeds the amount of the estimate, Surface Owner shall pay the Oil Company the amount of the shortfall within ten (10)



days from the receipt of the accounting. If the amount of such costs is less than the amount of the estimate, the Oil Company shall reimburse the difference to Surface Owner at the time it provides its accounting to Surface Owner.

11. Governmental Proceedings.

A. Surface Owner Will Not Object. Surface Owner agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and the Development Agreement (to the extent not inconsistent with this Agreement) and hereby waives any such right to object. Surface Owner further agrees that it shall provide such other written approvals and waivers which are reasonably requested and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirement from a surface property line or for an exception location.

B. Oil Companies Will Not Object. The Oil Companies agree that they will not object in any forum to a request by Surface Owner to zone, rezone, plat or replat all or any portion of the Property to the extent such request is consistent with this Agreement, including any plat of the Property that reflects the lot layout identified on Exhibit 2; provided, however, the Oil Companies shall not be required to incur any expenses in connection with such request.

12. Notice to Home Builders and Homeowners. Surface Owner shall furnish all persons or entities that have a contract to purchase or that purchase all or any portion of the Property from Surface Owner with a plat that shows the locations of all Oil and Gas Operations Areas, existing and future pipeline easements and existing and proposed access routes. In addition, Surface Owner shall provide written notice to all such purchasers that includes as follows:

- a. such buyers are not purchasing and will not own any interest in the oil and gas mineral estate;
- b. there may be ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, pipeline easements and access routes;
- c. additional oil and gas wells are likely to be drilled and oil and gas operations and production will likely take place on the Property which will affect the surface of the Property;
- d. heavy equipment will be used by oil and gas interest owners from time to time for oil and gas drilling and production operations and that such operations may be conducted on a 24 hour basis;
- e. future purchasers of all or a portion of the Property, as successors in interest, will be bound by the covenants and provisions in this Agreement and subject to the waivers and covenants included in sections 7 and 8 and 11, among others.

13. Impact Mitigation

Oil Company Mitigation. The Oil Companies agree that they shall install and maintain at their sole cost and expense such fences, gates and locks around the wells and production facilities as are required by the COGCC. To the extent required by law or regulation, the Oil Companies shall bear the costs of environmental or hazardous materials cleanup, remediation or mitigation for their individual operations on the Property. With respect to Oil and Gas Operations Area #3, the Anadarko Entities and Kerr-McGee agree to reasonably cooperate with the Town of Erie ("Town") if the Town requests the Oil Companies to install low profile tank batteries and to paint such batteries and other facilities an earth color; provided that such cooperation will not require the Oil Companies to violate COGCC requirements.

B. Surface Owner Mitigation. Except as provided in section 13.A., Surface Owner shall bear all costs and expenses to install such noise and visual impact mitigation measures it desires or the Town or Weld County requires at or around the Oil and Gas Operations Areas which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density; provided, however, the operator of the well at the particular Oil and Gas Operations Area shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

14. Consent Agreement. Surface Owner acknowledges and represents that it intends to or has transferred certain portions of the Property to the Town of Erie. Surface Owner and the Oil Companies agree that they will enter into a Consent Agreement with the Town substantially in the form of agreement attached to this Agreement as Exhibit 4 in which the Town agrees and consents to the locations of the Oil and Gas Operations Areas and the terms of this Agreement with respect to the portions of the Property heretofore transferred or to be transferred to the Town.

15. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. The liability of the Oil Companies to perform any obligation or to comply with any agreement hereunder or to comply with any state or local rule or regulation is individual and several and not joint or collective. The agreements herein of a particular Oil Company apply only to the extent of the oil and gas interests in the Property that are now owned or that may be owned in the future by that Oil Company. This Agreement does not create a joint venture or partnership between or among any of the Oil Companies. The Anadarko entities shall in no event be liable for the acts or omissions of their lessees, assignees of such lessees or farmoutees or the contractors and subcontractors of any of them.

16. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to any Oil and Gas Operations Area, except as specifically provided in this Agreement.



17. Conflict in Agreements. In the event of a conflict between this Agreement and the Development Agreement, this Agreement shall control; provided, however, the terms of the Development Agreement shall continue to apply to the extent that they are not inconsistent with this Agreement.

18. Notice of Hearings. Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for approval of a plat application or other land use application for the Property that is to be held before the Town or Weld County.

19. Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing by any of (i) personal delivery; (ii) expedited delivery service with proof of delivery; (iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or (iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Surface Owner: Erie Commons Investors, LLC
2500 Arapahoe Avenue, Suite 220
Boulder, Colorado 80302
Attention: Jon Lee

Anadarko Entities: Anadarko E&P Company LP
c/o Anadarko Petroleum Corporation
Attention: Land Manager—Western Region/CBM
Post Office Box 1330
Houston, Texas 77251-1330

KMRMC: Kerr-McGee Rocky Mountain Corporation
Attention: Denver Basin Land Manager
1999 Broadway, Suite 3600
Denver, Colorado 80202

EnCana: EnCana Energy Resources Inc.
Attention: DJ Land Department
950 Seventeenth Street, Suite 2600
Denver, Colorado 80202

Any party may, by written notice as provided in this section, change the address of the individual to which delivery of notices shall be made thereafter.

20. Acknowledgment of Title to Oil and Gas. Surface Owner specifically acknowledges the title of Anadarko E&P and Anadarko Land to the oil and gas reserved for the Property and relinquishes all rights and claims thereto.

21. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the



benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns. This Agreement and all of the covenants in it shall be covenants running with the land.

22. Recording. Surface Owner shall record this Agreement with the Clerk and Recorder of Weld County within fifteen days after it is executed by all of the parties and provide evidence to the Oil Companies of the recording.

23. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

24. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

25. Incorporation by Reference. Exhibits 1, 2, 3 and 4 are incorporated into this Agreement by reference.

26. Entire Agreement. This Agreement, the associated letter agreement identified in section 1.F., the Surface Use Agreement described in section 1.A.(3), the Consent Agreement described in section 14 and the Development Agreement set forth the entire understanding among the parties and supersede any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

27. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original.

28. Agreement Conditioned Upon Agreement with the Town. This Agreement and the terms included in it are conditioned upon the execution of the agreement with the Town as identified in section 14.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.



3252947 01/13/2006 03:56P Weld County, CO
33 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

ENCANA ENERGY RESOURCES INC.

By: _____
Name: _____
Its: _____

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

KERR-McGEE ROCKY MOUNTAIN CORPORATION

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ for ANADARKO E&P COMPANY LP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ for ANADARKO LAND CORP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by James P. Wason, as Attorney-in-Fact for KERR-McGEE ROCKY MOUNTAIN CORPORATION.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

3252947 01/13/2005 03:56P Weld County, CO
36 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for ERIE COMMONS INVESTORS, LLC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



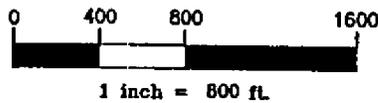
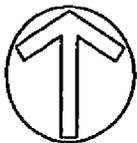
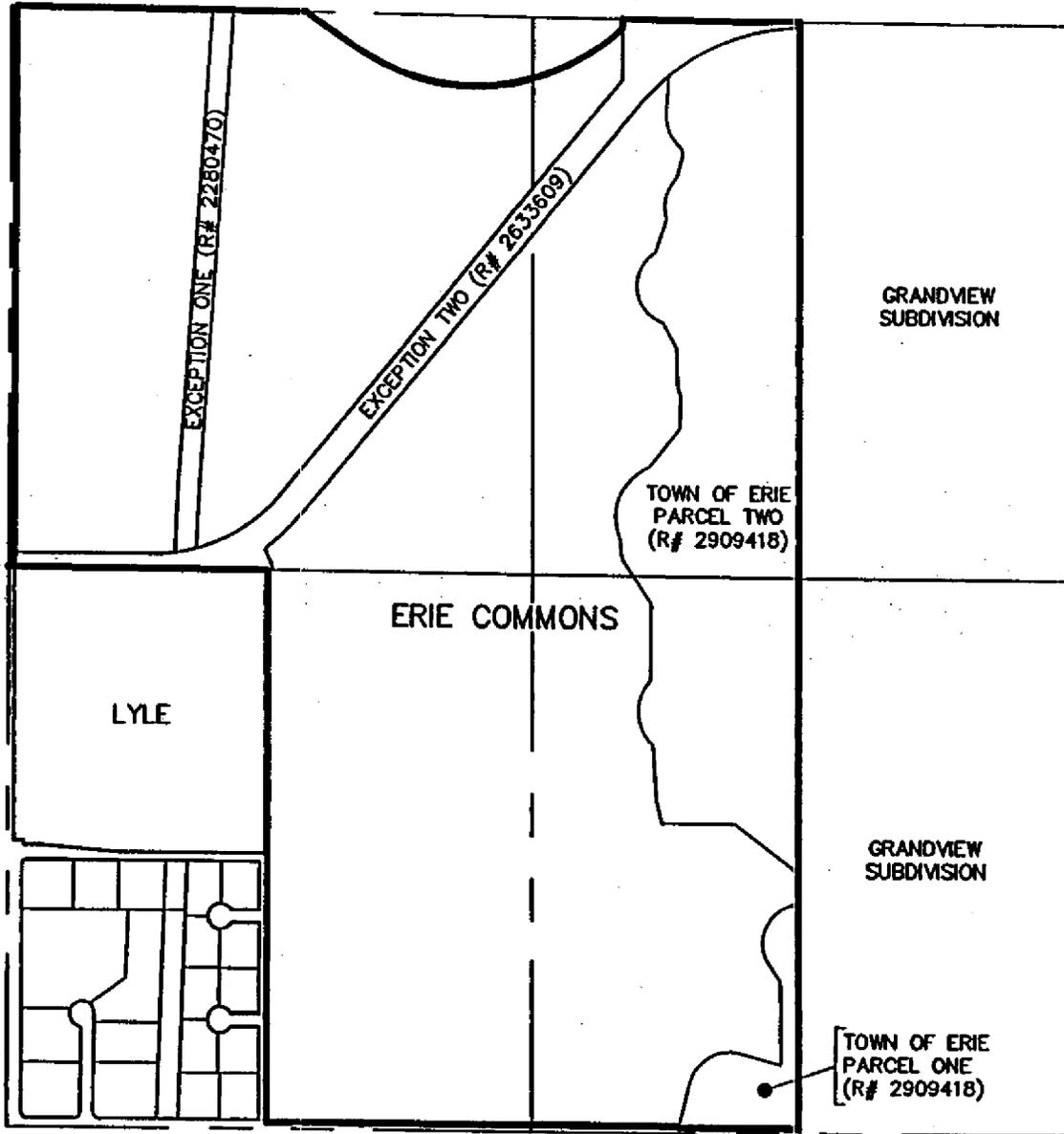
3252947 01/13/2005 03:56P Weld County, CO
37 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 1
to
Surface Use Agreement
dated December 15, 2004
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC

Legal Description

See attached legal description which includes a 1-page survey
and a 3-page metes and bounds legal description

EXHIBIT 1



NOTE:

- PROPERTY INCLUDES BOTH THE AREA WITHIN THE LEGALS AS ATTACHED AND THE TOWN PROPERTIES AS REFERENCED BY THE RECORDATION NUMBERS.

**ERIE COMMONS
SEC. 19, T1N, R68W
TOWN OF ERIE
WELD COUNTY, COLORADO**

SCALE: HOR. 1" = 800'
VERT. N/A
DESIGN/APPR.
DRAWN BY: BO
DATE: 09/30/03



HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
8900 Pearl East Circle, Suite 300
Boulder, Colorado 80521 (303) 440-9400





EXHIBIT 1

A PARCEL OF LAND SITUATE IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION LIES N89°30'18"W, 2,543.60 FEET;
 THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,108.21 FEET TO THE POINT OF BEGINNING;
 THENCE S56°52'34"E, 304.45 FEET PARALLEL WITH AND 100.00 FEET DISTANT, SOUTHWESTERLY, FROM THE CENTERLINE OF THE BOULDER BRANCH OF THE MAIN TRACK OF THE UNION PACIFIC RAILROAD COMPANY, AS PRESENTLY CONSTRUCTED AND OPERATED;
 THENCE CONTINUING PARALLEL WITH AND 100.00 FEET DISTANT, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID RAILROAD TRACK, 1,393.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,050.98 FEET, A CENTRAL ANGLE OF 75°57'37" AND A CHORD BEARING N85°08'37"E, 1,293.52 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609;
 THENCE S00°17'05"E, 242.48 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TO A POINT TO BE REFERRED TO AS POINT 'A';
 THENCE S48°27'42"E, 140.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL;
 THENCE ALONG SAID SOUTHEASTERLY BOUNDARY:
 163.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 09°05'11" AND A CHORD BEARING N46°04'54"E, 163.17 FEET;
 THENCE ALONG THE WESTERLY LINE OF PARCEL TWO RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING THIRTY-ONE COURSES:
 1) S03°28'48"W, 171.95 FEET;
 2) 159.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°38'56" AND A CHORD BEARING S19°20'40"E, 155.16 FEET;
 3) S42°10'08"E, 30.19 FEET;
 4) S17°00'12"E, 33.62 FEET;
 5) S14°50'03"W, 104.76 FEET;
 6) S35°22'03"W, 39.41 FEET;
 7) 172.94 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 52°09'02" AND A CHORD BEARING S09°17'33"W, 167.03 FEET;
 8) S16°46'58"E, 4.70 FEET;
 9) S19°21'43"W, 161.15 FEET;
 10) S55°07'56"W, 14.48 FEET;
 11) 384.97 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 122°32'21" AND A CHORD BEARING S06°08'15"E, 315.68 FEET;
 12) S67°24'25"E, 20.67 FEET;
 13) S30°10'38"E, 135.67 FEET;
 14) S01°34'36"E, 189.63 FEET;
 15) S19°11'18"E, 45.29 FEET;
 16) S00°55'50"W, 156.54 FEET;
 17) S38°05'34"W, 237.12 FEET;
 18) S61°46'01"W, 33.50 FEET;
 19) 347.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 79°40'38" AND A CHORD BEARING S21°55'43"W, 320.31 FEET;
 20) S17°54'36"E, 45.62 FEET;
 21) S03°20'24"E, 51.29 FEET;
 22) 51.51 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 29°30'57" AND A CHORD BEARING S18°05'52"E, 50.95 FEET;
 23) S32°51'21"E, 49.71 FEET;
 24) S35°05'54"E, 189.18 FEET;
 25) S00°03'41"W, 358.99 FEET;
 26) 333.81 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 95°37'44" AND A CHORD BEARING S02°48'58"E, 296.39 FEET;
 27) S04°17'16"E, 256.80 FEET;

(continued on page 2)

ORG: 01/20/03
 REV: 05/07/03

ERIE COMMONS LEGAL DESCRIPTION

| | |
|--------------|-----------|
| SCALE | HOR. N/A |
| | VERT. N/A |
| DESIGN/APPR. | |
| DRAWN BY | BO |
| DATE | 05/07/03 |



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4000 Pearl East Circle, Suite 106
 Boulder, Colorado 80521 (303) 440-8105



EXHIBIT 1

(continued from page 1)

- 28) S13°39'10"E, 113.17 FEET;
- 29) S89°54'59"E, 354.69 FEET;
- 30) S53°22'35"E, 357.20 FEET;
- 31) S63°53'29"E, 27.12 FEET;

THENCE S00°25'02"E, 149.41 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE ALONG THE WESTERLY LINE OF PARCEL ONE RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING SEVEN COURSES:

- 1) S75°11'35"W, 35.36 FEET;
- 2) 355.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 107°09'41" AND A CHORD BEARING S21°36'45"W, 305.78 FEET;
- 3) S31°58'06"E, 112.66 FEET;
- 4) S00°25'02"E, 397.84 FEET;
- 5) N74°46'43"W, 201.10 FEET;
- 6) 321.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 92°11'31" AND A CHORD BEARING S59°07'31"W, 288.20 FEET;
- 7) S13°01'46"W, 205.59 FEET;

THENCE S89°56'56"W, 712.60 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE S89°57'02"W, 1,267.09 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19;

THENCE N00°33'50"W, 2,616.47 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 19;

THENCE S89°46'26"E, 1.97 FEET;

THENCE ALONG THE EASTERLY LINE OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:

- 1) 94.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 15°57'12" AND A CHORD BEARING N22°39'50"W, 94.36 FEET;
- 2) 29.56 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 84°40'19" AND A CHORD BEARING N11°41'44"E, 26.94 FEET;

THENCE N35°58'07"W, 140.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:

- 1) 511.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 36°11'41" AND A CHORD BEARING S72°07'44"W, 503.22 FEET;
- 2) N89°46'26"W, 651.49 FEET;

THENCE N00°30'22"W, 2,582.61 FEET PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19;

THENCE S89°30'18"E, 1,405.39 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM, THE FOLLOWING TWO PARCELS:

EXCEPTION ONE:

THE PORTION OF A PARCEL RECORDED 03/10/1992 AT RECEPTION NO. 2280470 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,469.64 FEET TO THE POINT OF BEGINNING;

THENCE S03°35'48"W, 2,245.72 FEET;

THENCE 242.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 5,679.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING S02°12'02"W, 242.84 FEET;

THENCE S01°09'00"W, 63.08 FEET;

THENCE 102.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 07°15'48" AND A CHORD BEARING S78°14'35"W, 102.61 FEET;

(continued on page 3)

ERIE COMMONS LEGAL DESCRIPTION

| | |
|--------------|-----------|
| SCALE | HOR. N/A |
| | VERT. N/A |
| DESIGN/APPR. | |
| DRAWN BY | BO |
| DATE | 05/07/03 |



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4000 Pearl East Circle, Suite 106
 Boulder, Colorado 80501 (303) 440-8100



EXHIBIT 1

(continued from page 2)

THENCE N01°08'50"E, 86.00 FEET;
 THENCE 247.14 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 5,779.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING N02°12'31"E, 247.12 FEET;
 THENCE N03°35'48"E, 2,240.30 FEET;
 THENCE S89°30'18"E, 100.15 FEET TO THE POINT OF BEGINNING;

EXCEPTION TWO:

THE PORTION OF A PARCEL RECORDED 08/17/1998 AT RECEPTION NO. 2633609 DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT 'A';
 THENCE S48°27'42"E, 140.00 FEET;
 THENCE 31.73 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING S40°39'21"W, 31.73 FEET;
 THENCE S39°46'24"W, 2,542.95 FEET;
 THENCE 236.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING S46°54'09"W, 235.80 FEET;
 THENCE N35°58'07"W, 140.00 FEET;
 THENCE 201.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING N46°54'09"E, 201.05 FEET;
 THENCE N39°46'24"E, 2,542.95 FEET;
 THENCE 36.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING N40°39'21"E, 36.04 FEET TO THE POINT OF BEGINNING.

NET ACREAGE OF PARCEL: 289.58 ACRES

ERIE COMMONS LEGAL DESCRIPTION

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|--------------|-----------------------|
| SCALE | HOR. N/A VERT. N/A |
| DESIGN/APPR. | |
| DRAWN BY | BD |
| DATE | 05/07/03 |



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 6999 Powell East Circle, Suite 200
 Boulder, Colorado 80501 (303) 440-8100



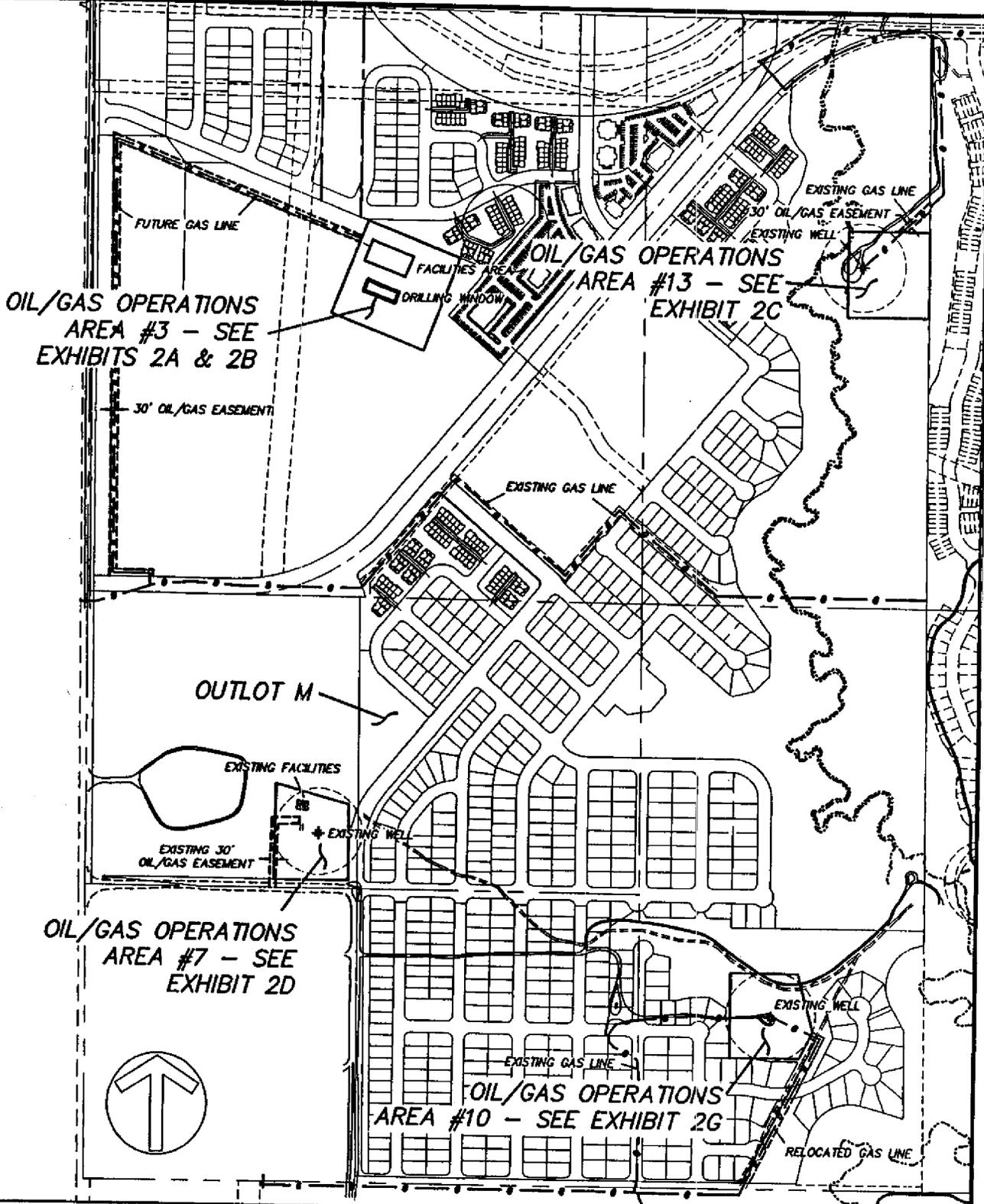
3252947 01/13/2005 03:56P Weld County, CO
42 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 2
to
Surface Use Agreement
dated December 15, 2004
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC

Oil and Gas Operations Areas

See attached survey pages depicting the Oil and Gas
Operations Areas and labeled as Exhibits 2, 2-A,
2-B (2 pages), 2-C, 2-D, 2-E, 2-F, 2-G, 2-H

EXHIBIT 2

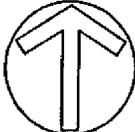


OIL/GAS OPERATIONS
AREA #3 - SEE
EXHIBITS 2A & 2B

OIL/GAS OPERATIONS
AREA #13 - SEE
EXHIBIT 2C

OIL/GAS OPERATIONS
AREA #7 - SEE
EXHIBIT 2D

OIL/GAS OPERATIONS
AREA #10 - SEE EXHIBIT 2G



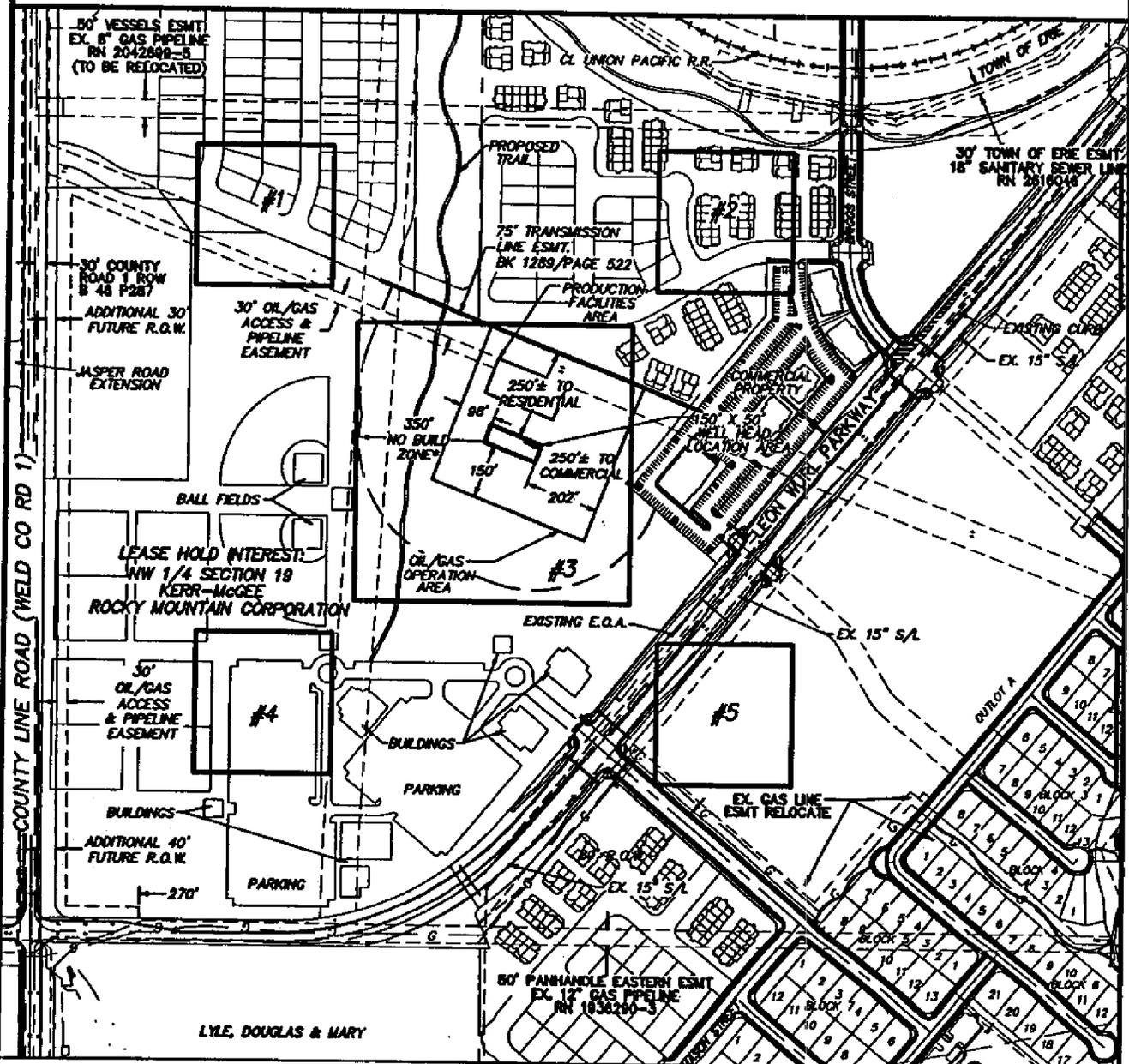
ERIE COMMONS

| | |
|---|--|
| SCALE HOR. N/A VERT. N/A |  HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 4900 Pearl East Circle, Suite 100 Boulder, Colorado 80501 (303) 440-8005 |
| DESIGN/APPR. | |
| DRAWN BY BO | |
| DATE 11/23/04 | |
| FILE G:\202040\SURVEY\EXHIBITS\0&GOVERALL | |

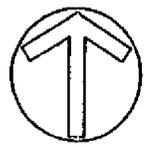




EXHIBIT 2-A



NW 1/4 OF SECTION 19 T1N R68W



Windows 1, 2, 4 & 5 shall be directionally drilled from window 3 within the 150' x 50' well head location area oil & gas operations area as shown on Exhibit 2-B.

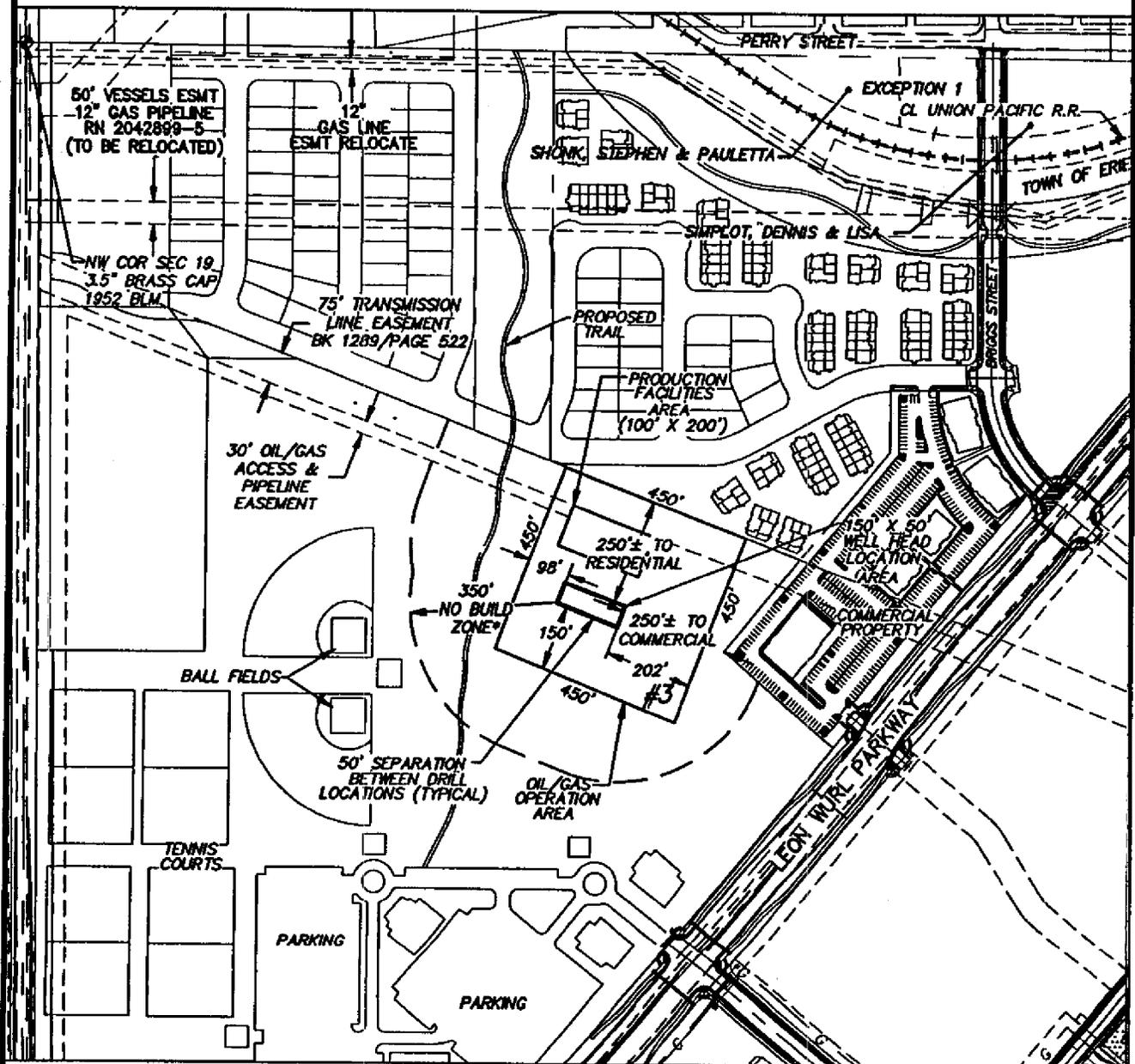
*** NOTE:**
 ALL HIGH DENSITY AND DESIGNATED OUTDOOR ACTIVITY AREA DEVELOPMENT OF THE COMMUNITY PARK SHALL BE SETBACK OUTSIDE OF THE 350 FOOT NO BUILD ZONE FROM THE FUTURE OIL/GAS WELLS AND FACILITIES. THE TRAIL AS SHOWN WILL BE CONSTRUCTED WITHIN THE NO BUILD ZONE, BUT OUTSIDE THE OIL/GAS OPERATIONS AREA.

**ERIE COMMONS
 FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-A**

| | | | |
|---|-----------------------|--|---|
| SCALE | NOR. N/A VERT. N/A | | HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 6949 Pearl East Circle, Suite 100 Denver, Colorado 80231 (303) 440-2100 |
| DESIGN/APPR. | JJ | | |
| DRAWN BY | GLG | | |
| DATE | 10/01/04 | | |
| FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-A SHEET | 1 OF 1 | | |



EXHIBIT 2-B



* NOTE:

ALL HIGH DENSITY AND DESIGNATED OUTDOOR ACTIVITY AREA DEVELOPMENT OF THE COMMUNITY PARK SHALL BE SETBACK OUTSIDE OF THE 350 FOOT NO BUILD ZONE FROM THE FUTURE OIL/GAS WELLS AND FACILITIES. THE TRAIL AS SHOWN WILL BE CONSTRUCTED WITHIN THE NO BUILD ZONE, BUT OUTSIDE THE OIL/GAS OPERATIONS AREA.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 WINDOW 3 OIL & GAS OPERATIONS AREA
 EXHIBIT 2-B

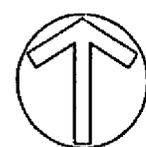
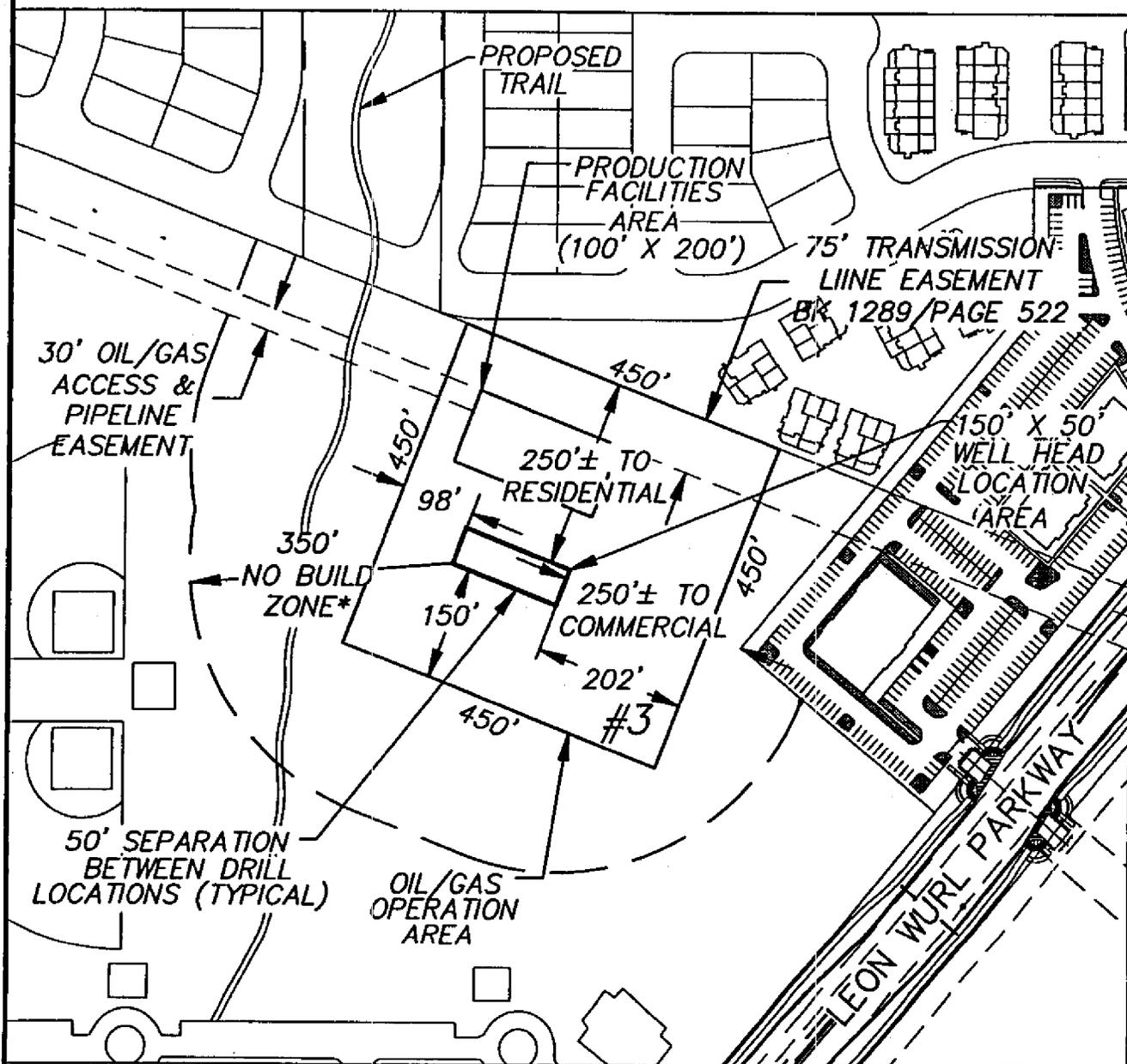
SCALE HOR. N/A
 VERT. N/A
 DESIGN/APP. JJ
 DRAWN BY GLG
 DATE 10/01/04



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4800 Pearl East Circle, Suite 306
 Boulder, Colorado 80508 (303) 440-9100



EXHIBIT 2-B



*** NOTE:**

ALL HIGH DENSITY AND DESIGNATED OUTDOOR ACTIVITY AREA DEVELOPMENT OF THE COMMUNITY PARK SHALL BE SETBACK OUTSIDE OF THE 350 FOOT NO BUILD ZONE FROM THE FUTURE OIL/GAS WELLS AND FACILITIES. THE TRAIL AS SHOWN WILL BE CONSTRUCTED WITHIN THE NO BUILD ZONE, BUT OUTSIDE THE OIL/GAS OPERATIONS AREA.

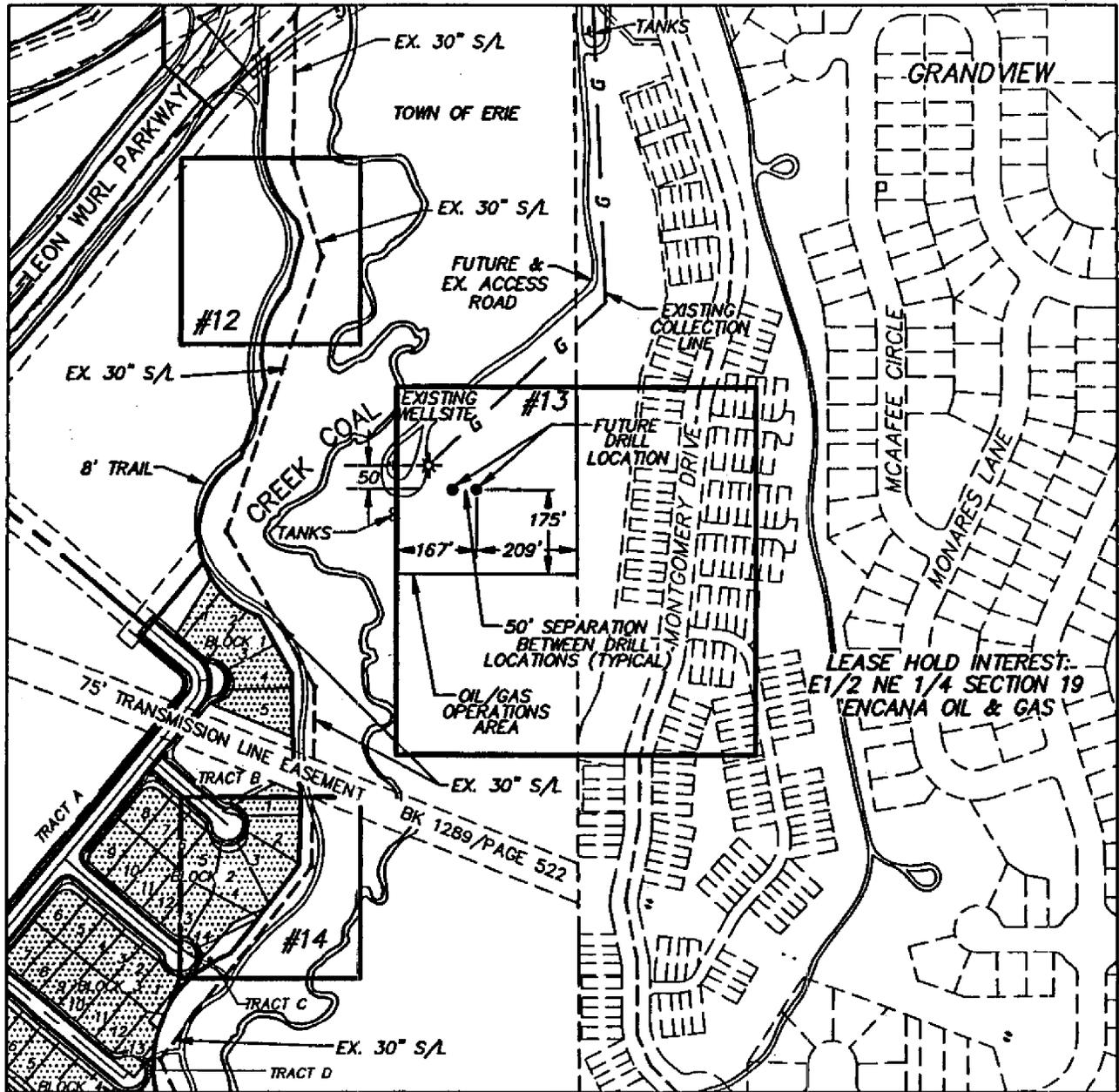
**ERIE COMMONS
 FILING NO. 1 & NO. 2
 WINDOW 3 OIL & GAS OPERATIONS AREA
 EXHIBIT 2-B**

| | | | |
|-----------|-------------------|--|--|
| SCALE | HORN/A VERTN/A | | HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 6900 Pearl East Circle, Suite 300 Boulder, Colorado 80504 (303) 440-8105 |
| DESIGN | JJ | | |
| DRAWN | GLG | | |
| FILE NAME | 10/01/04 | | |

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EXHIBIT 2-C



W 1/2 OF THE NE 1/4 OF SECTION 19 T1N R68W

Well #13 shall remain within window 13 as shown.

Window 12 & 14 shall be directionally drilled from window 13 adjacent to the existing well.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-C

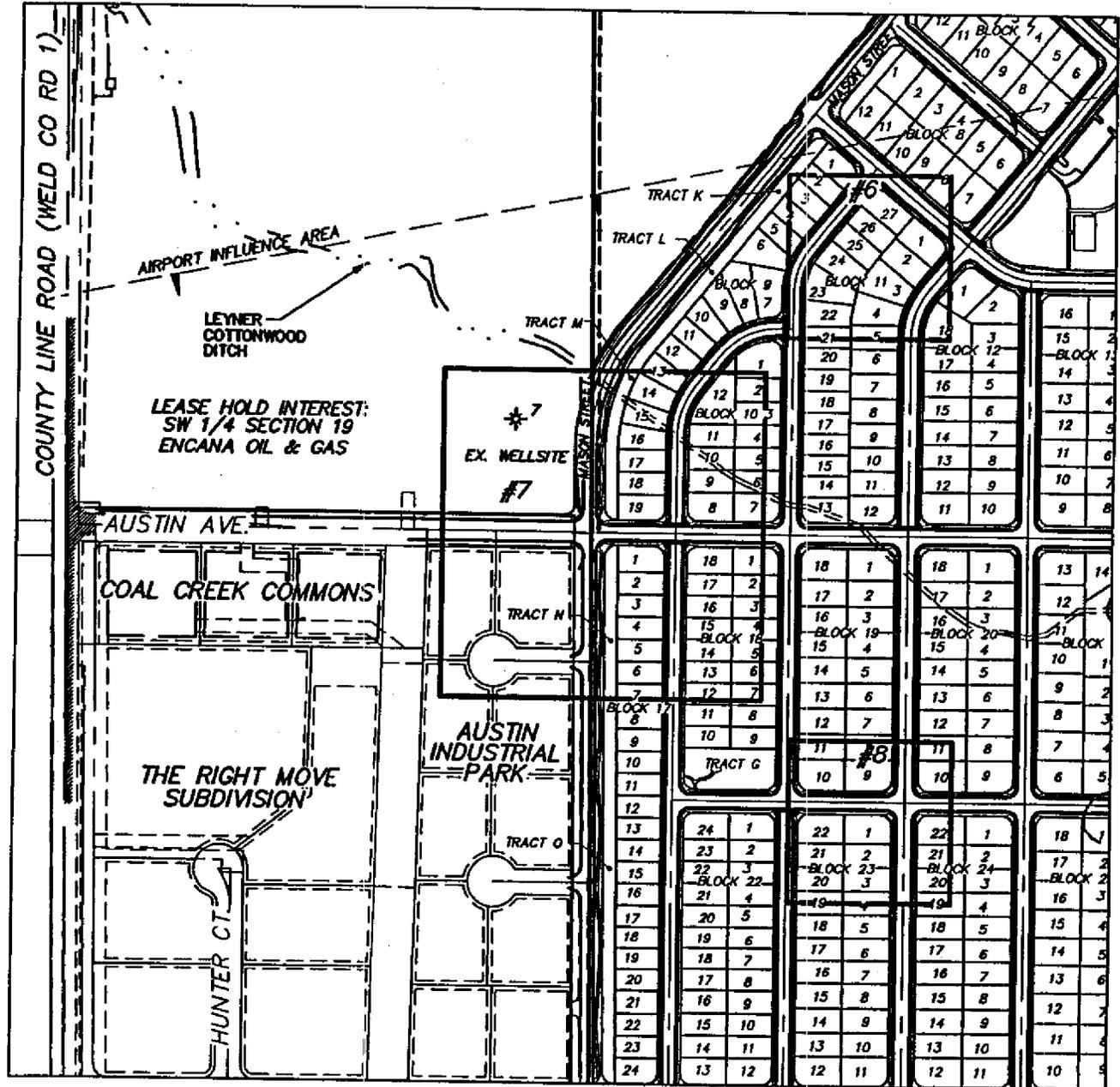
SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR. JJ
 DRAWN BY GLG
 DATE 07/21/04
 FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-C



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4800 Pearl East Circle, Suite 104
 Boulder, Colorado 80504 (303) 440-8165



EXHIBIT 2-D



E 1/2 OF THE SW 1/4 OF SECTION 19 T1N R68W

ALTERNATE A:

Window 6 and 8 shall be directionally drilled from window 7, adjacent to existing well #7 as shown on Exhibit 2-E.

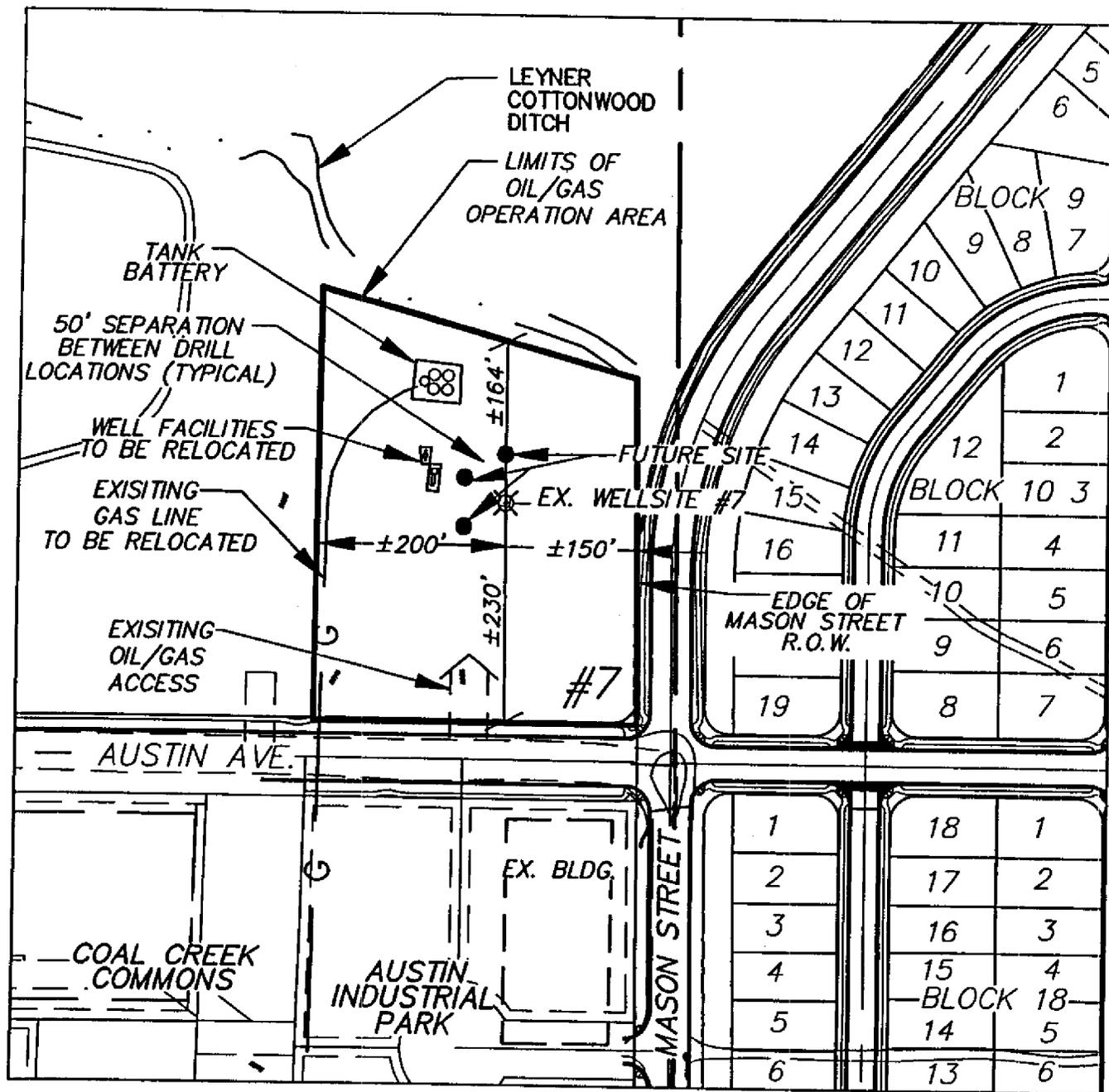
ALTERNATE B:

1. Window 6 shall be directionally drilled from the oil & gas operations area as shown on Exhibit 2-F.
2. Window 8 shall be directionally drilled from window 10 adjacent to the existing well.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-D

| | | |
|---|--|---|
| SCALE HOR. N/A VERT. N/A | | HURST & ASSOCIATES, INC. |
| DESIGN/MFR. JJ | | CONSULTING ENGINEERS |
| DRAWN BY GLG | | 4809 Pearl East Circle, Suite 104 Boulder, Colorado 80504 (303) 440-9105 |
| DATE 5/11/04 | | |
| FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-D | | |
| | | SHEET 1 OF 1 |

EXHIBIT 2-E



3252947 01/13/2005 03:56P Weld County, CO
 49 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

ALTERNATE A:

Window 6 and 8 shall be directionally drilled from window 7, adjacent to existing well #7 as shown on this sheet.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-E

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR. JJ
 DRAWN BY GLG
 DATE 5/11/04

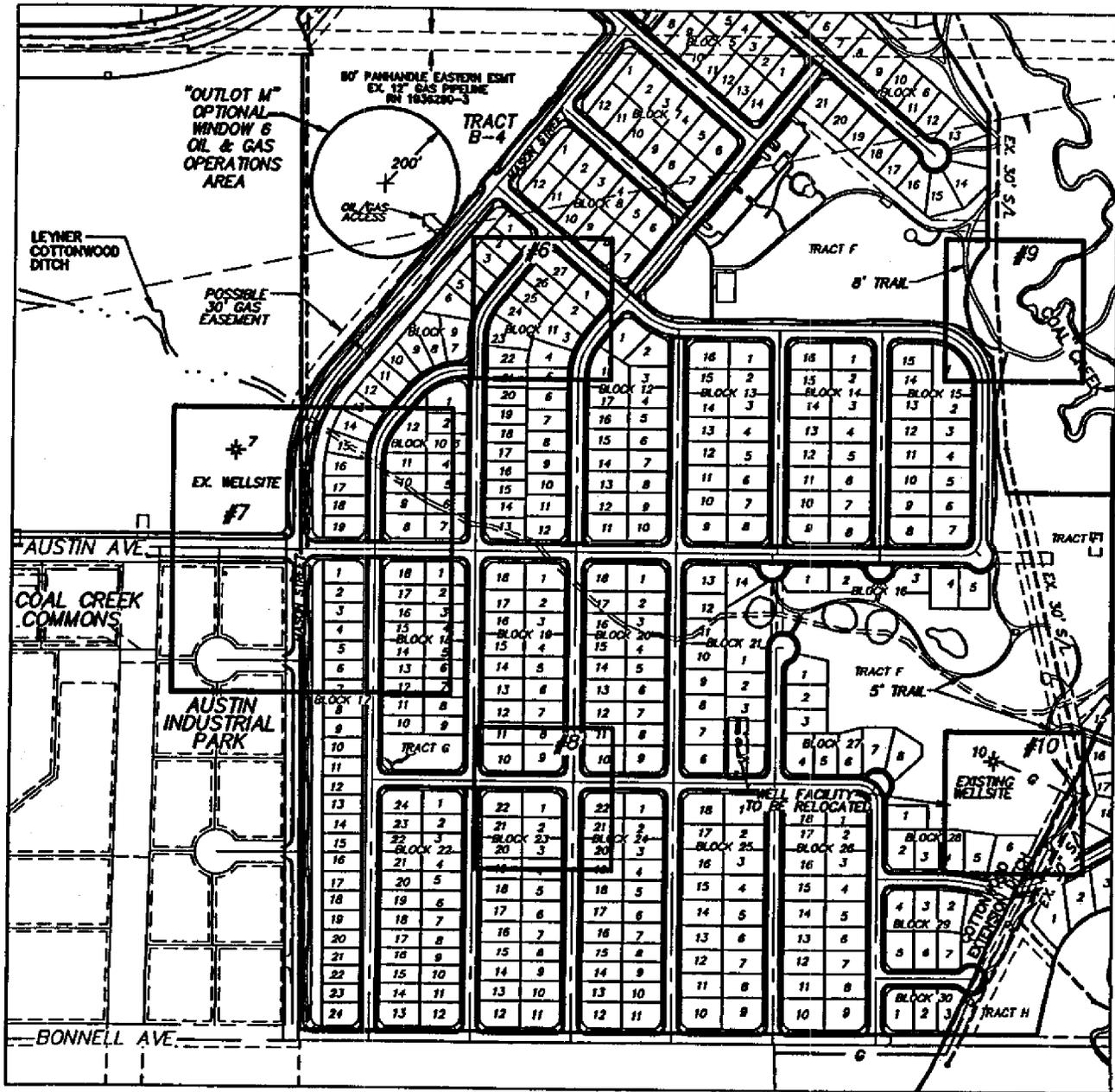


HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4000 Ford East Circle, Suite 108
 Boulder, Colorado 80502 (303) 440-8865

FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-E



EXHIBIT 2-F



ALTERNATE B:

Window 6 shall be directionally drilled from the oil & gas operations area as shown on Exhibit 2-E.

Window 8 shall be directionally drilled from window 10 adjacent to the existing well.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 WINDOW 6 OIL & GAS OPERATIONS AREA
 EXHIBIT 2-F

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPR. JJ

DRAWN BY GLG

DATE 5/11/04

FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-F



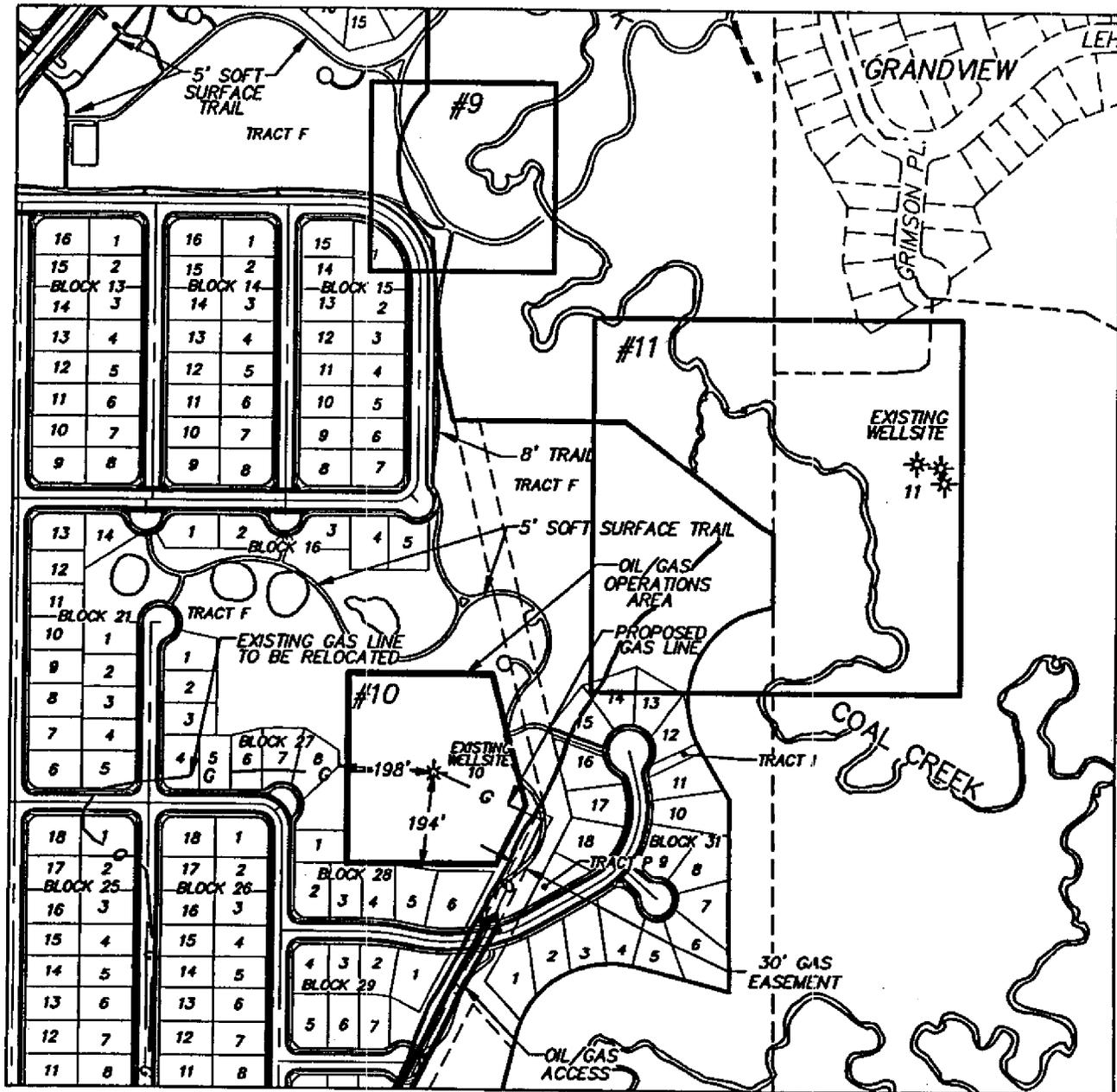
HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

4000 Pearl East Circle, Suite 200
 Boulder, Colorado 80504 (303) 440-1900



EXHIBIT 2-G



W 1/2 OF THE SE 1/4 OF SECTION 19 T1N R68W

Window 9 will be directionally drilled from window 11, therefore window 9 shall be eliminated. Well # 10 shall remain within window 10 as shown.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-G

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPR. JJ

DRAWN BY GLC

DATE 5/11/04

FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-G



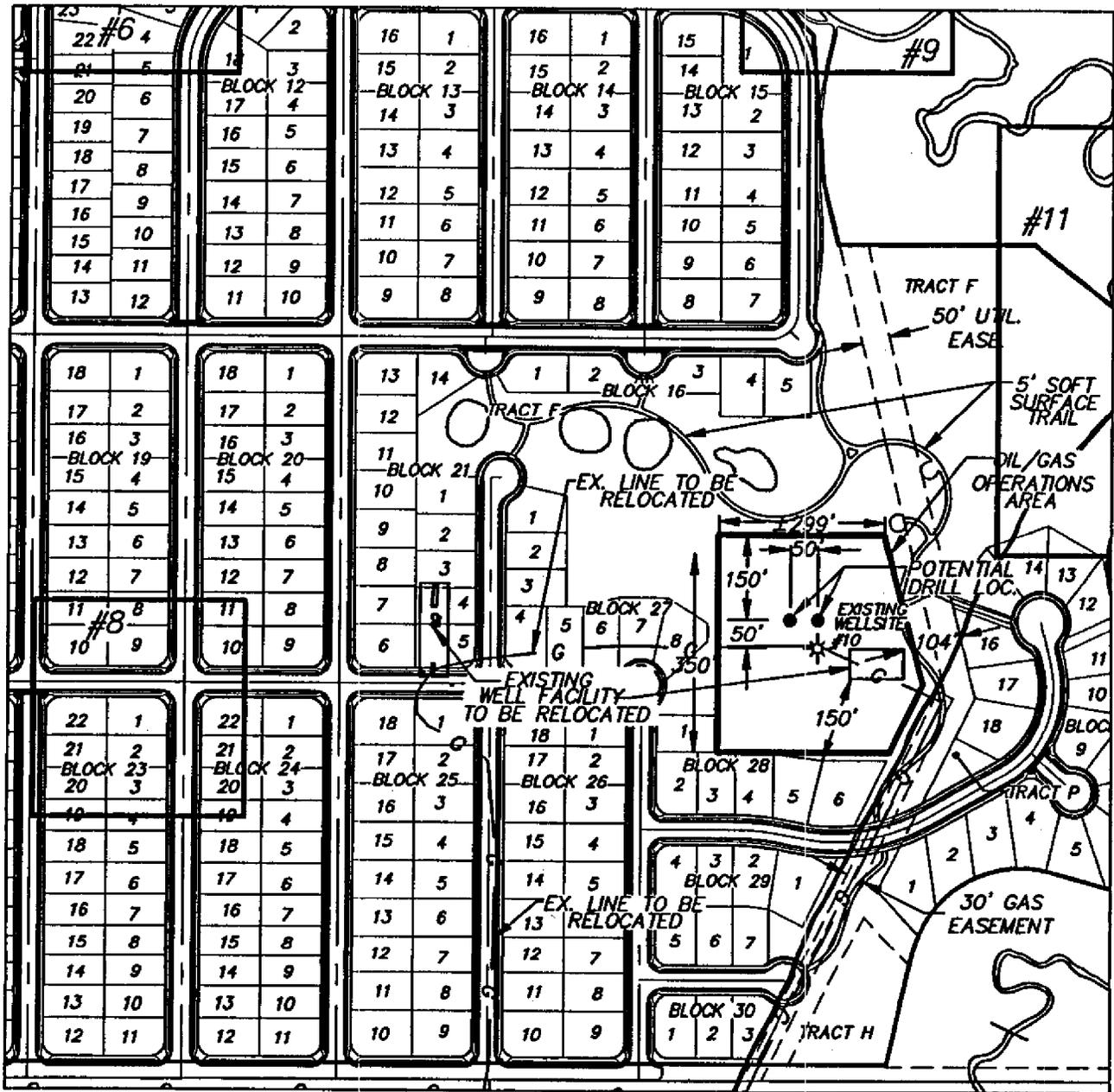
HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

6000 Pearl East Circle, Suite 105
 Denver, Colorado 80231 (303) 688-9800



EXHIBIT 2-H



ALTERNATE B:

1. Window 6 shall be directionally drilled from the oil & gas operations area as shown on Exhibit 2-F.
2. Window 8 shall be directionally drilled from window 10 adjacent to the existing well.

ERIE COMMONS
 FILING NO. 1 & NO. 2
 WELLSITE FACILITIES RELOCATION
 EXHIBIT 2-H

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPR. JI

DRAWN BY GLG

DATE 5/11/04

FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-H



HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

6800 Pearl East Circle, Suite 300
 Denver, Colorado 80231 (303) 440-9100



3252947 01/13/2005 03:56P Weld County, CO
53 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 3
to
Surface Use Agreement
dated December 15, 2004
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC

Consent and Surface Use Agreement

See attached copy of Consent and Surface Use Agreement between and among
Anadarko E&P Company LP, Anadarko Land Corp., EnCana Energy Resources, Inc.
and Erie Commercial, LLC
(18 pages)

CONSENT AND SURFACE USE AGREEMENT

THIS CONSENT AND SURFACE USE AGREEMENT ("Agreement") is made and entered into this ____ day of December, 2004, by and among ANADARKO E&P COMPANY LP, formerly known as RME Petroleum Company and Union Pacific Resources Company, and ANADARKO LAND CORP., formerly known as RME Land Corp. and Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330, and ENCANA ENERGY RESOURCES INC. ("EnCana") with an address of 950 Seventeenth Street, Suite 2600, Denver, Colorado 80202 (the Anadarko Entities and EnCana are sometimes referred to hereinafter together as the "Oil Companies"); and ERIE COMMERCIAL LLC ("Surface Owner") with an address of 720 Austin Avenue, Ste. 200, Erie, Colorado 80516.

A. Surface Owner owns the surface estate for property located in Weld County, Colorado, within the NW/4SW/4 of Section 19, Township 1 North, Range 68 West, which property is more particularly described in Exhibit 1 to this Agreement and is hereinafter referred to as the "Property."

B. EnCana currently operates the Vessels Minerals "E" #1 well on the Property (the "Existing Well") and has equipment and facilities located on the Property as well as flowlines extending onto the Property within the area identified on the attached Exhibit 2 as Oil and Gas Operations Area number 7 ("Oil and Gas Operations Area"), all as reflected on Exhibit 2.

C. EnCana operates the Existing Well pursuant to a lease dated May 1, 1992 from Norma Jean Freedman, as lessor, to Freedman Oil & Gas Company, as lessee, and recorded on May 11, 1992 in Book 1335, Reception No. 2287501, in the Office of the Clerk and Recorder for Weld County.

D. The mineral interests for the Property are owned by EnCana to the extent of eighty-seven and one half percent (87 1/2%) and by Norma Jean Freedman to the extent of twelve and one half percent (12 1/2%).

E. The Anadarko Entities own the oil, gas and associated liquid hydrocarbons that underlie all or portions of the E/2SW/4, NW/4 and the W/2E/2 of Section 19, Township 1 North, Range 68 West ("Anadarko Mineral Interest Property") and have granted oil and gas leases for such property, interests in some such parcels having been assigned to EnCana.

F. EnCana and the Anadarko Entities intend to enter into a Surface Use Agreement with Erie Commons Investors, LLC ("Erie Commons SUA") pursuant to which they agree to relinquish their rights to drill certain oil and gas wells using vertical surface locations located on the Anadarko Mineral Interest Property and to drill such locations directionally from within the Oil and Gas Operations Area.

G. Surface Owner is aware of the provisions in the Erie Commons SUA with respect to drilling directional oil and gas wells within the Oil and Gas Operations Area and hereby

acknowledges the receipt of consideration from Erie Commons Investors, LLC ("Erie Commons") for their agreements included in this Agreement.

H. The Oil Companies and Surface Owner desire to enter into an agreement whereby Surface Owner agrees, acknowledges and consents to allow the Oil Companies to drill oil and gas wells directionally from the Oil and Gas Operations Area to bottomhole locations outside the Property, and agrees to the location of additional equipment and facilities within the Oil and Gas Operations Area, and the location of additional pipelines and flowlines on the Property, all as described hereinafter.

I. EnCana and Surface Owner desire to enter into an agreement whereby Surface Owner may request that, instead of drilling a vertical well in the legal drilling window in the NW/4SW4 of the Property, EnCana drill a well directionally within the Oil and Gas Operations Area to a bottom hole location in the NW/4SW/4.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Area.

A. Surface Owner agrees that the Oil Companies may locate additional wells, including wells directionally drilled to bottomhole locations outside the Property, within the boundary of the area identified as "Site For Future Well Locations" on Exhibit 2, and Oil Companies may locate additional facilities, within the Oil and Gas Operations Area. The size and configuration of the Oil and Gas Operations Area shall be as reflected on Exhibit 2.

B. Surface Owner shall not construct or install any permanent or temporary building, structure or other improvement within the Oil and Gas Operations Area. The Oil and Gas Operations Area shall be for the exclusive use of oil and gas drilling, exploration, production and operations and the location of associated oil field exploration and production equipment and facilities, including tanks, separators, dehydrators, compressors, flowlines and meters and also any other associated oilfield equipment necessary or convenient for the operation and production of oil, gas and associated liquid hydrocarbons.

C. With respect to the legal drilling window in the NW/4SW/4 of the Property, Surface Owner may request in writing that EnCana drill a well directionally within the Oil and Gas Operations Area to a bottom hole location in the NW/4SW/4, and EnCana agrees to do so, provided that; i) the drilling of such well will not result in the violation of any rules or regulations of the COGCC or any local jurisdiction which, EnCana believes at this time, is the case; and ii) Surface Owner pays EnCana an amount that is equivalent to the difference between drilling the well vertically in the NW/4SW/4 and drilling it directionally from within the Oil and Gas Operations Area, as well as all other costs and expenses to drill the well directionally and to obtain permits from the COGCC and any local jurisdiction. In the event that EnCana intends to drill a well in the NW/4SW/4 prior to receiving a written request from Surface Owner, EnCana shall notify Surface Owner of its intention in writing, and Surface Owner shall have fifteen days to notify EnCana in writing that it elects to have EnCana drill the well as a directional well from



a location within the Oil and Gas Operations Area. EnCana shall drill the well as a directional well; provided that, the well and Surface Owner comply with i) and ii) herein. EnCana and Surface Owner shall in such a case amend this Agreement to reflect the further agreement of EnCana and Surface Owner with respect to such directional well.

2. Access to Oil and Gas Operations Area. Access to the Oil and Gas Operations Area shall be at the current access as identified on Exhibit 2. Access may be changed in the future by mutual agreement of the parties or their successors in interest; provided however, all costs and expenses of such relocations shall be borne by Surface Owner.

3. Pipeline Easements.

A. Pipelines, Flowlines and Pipeline Easements. The location of the existing flowline on the Property is shown on Exhibit 2. The Oil Companies may locate on the Property additional flowlines and/or pipelines to service future wells unless Surface Owner elects the optional directional well provision provided in 1. C., in which case EnCana shall confine location of additional flowlines and/or pipelines within the Oil and Gas Operations Area. Surface Owner shall grant the Oil Companies written pipeline easements (for production from the Property and other lands) upon the request of the Oil Companies and at no cost to them.

B. Relocation of Flowlines, Pipelines and Easements. Locations of flowlines, pipelines and easements may be changed by mutual agreement of Surface Owner and the Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by Surface Owner.

C. Width and Grant of Flowline and Pipeline Easements. Flowline and pipeline easements (both are referred to in this section as "pipeline easements") shall be nonexclusive and shall be thirty (30) feet in width for all operations; provided, however, the center of each pipeline easement shall be at least 75 feet on either side from all ignition sources unless Surface Owner agrees to reimburse the Oil Company for costs to sleeve the pipe. The pipeline easements shall be for the use of pipelines for oil and gas production and operations; provided, however, the Oil Companies may install one or more pipelines within the same easement, and further provided that, upon written notice to the Oil Company, Surface Owner shall be entitled to reserve the right to cross such easements at a right angle and to install and maintain access to such easements for (i) utility lines, including those for water, gas, sewer, electric, telephone, cable, television and fiber optic; and (ii) other purposes with the permission of the Oil Companies, which permission shall not be unreasonably withheld; provided, however, any new underground facilities which travel along or within a pipeline easement shall be located at a distance horizontally of at least ten (10) feet from parallel existing oil and gas pipelines, and such facilities shall have at least twenty-four (24) inches of vertical clearance between the new facility and an oil and gas pipeline provided for herein, and any overhead power lines shall be at least twenty (20) feet above the ground.



D. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and not more than 72 inches over pipelines and flowlines in the conduct of their operations and their activities on the Property.

4. Notice of Commencement of Surface Construction and Drilling Activities. The Oil Companies shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with the rules and regulations of the COGCC, but in no event less than ten (10) days advance notice.

5. Acknowledgement of Surface Damage Payments. Surface Owner hereby acknowledges that it has received payment for all surface damages for use by the Oil Companies of the Oil and Gas Operations Area and for all wells to be drilled within the Oil and Gas Operations Area and also for associated oil and gas drilling and production equipment, access and flowline and pipeline easements. The Oil Companies may provide a copy of this Agreement to the COGCC or to any local jurisdiction, person or entity or any court of law as evidence of such payments. The term "surface damage payments" as used herein shall be given the meaning commonly used in the oil and gas industry.

6. Waiver of Setbacks and Other Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this section 6 in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction.

7. Payment of Relocation Costs. Surface Owner shall give advance written notice to the Oil Companies at least thirty (30) days prior to the time that Surface Owner wishes an Oil Company to relocate an access road or pipeline pursuant to sections 2 or 3. The applicable Oil Company shall thereafter provide Surface Owner with an estimate of the costs for the relocation. Surface Owner shall pay the full amount of the estimate of relocation costs to the Oil Company within ten (10) days from the date it receives the estimate. Upon receipt of the estimate of costs by Surface Owner, the Oil Company will as soon as is practicable and within a reasonable time commence the relocation of the applicable access road or pipeline, install the same in a good and workmanlike manner, and diligently pursue such relocation work to completion. Upon completion of the relocation, the Oil Company shall give Surface Owner a full accounting of the costs and expenses of the relocation. If the amount of such costs exceeds the amount of the estimate, Surface Owner shall pay the Oil Company the amount of the shortfall within ten (10) days from the receipt of the accounting. If the amount of such costs is less than the amount of the estimate, the Oil Company shall reimburse the difference to Surface Owner at the time it provides its accounting to Surface Owner.



8. Governmental Proceedings.

A. Surface Owner agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waives any such right to object. Surface Owner further agrees that it shall provide such other written approvals and waivers which are reasonably requested and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirement from a surface property line or for an exception location.

B. The Oil Companies agree that they will not object in any forum to a request by Surface Owner to zone, rezone, plat or replat all or any portion on the Property to the extent such request is consistent with this Agreement; provided, however, the Oil Companies shall not be required to incur any expenses in connections with such request.

9. Impact Mitigation.

A. Oil Company Mitigation. The Oil Companies agree that they shall install and maintain at their sole cost and expense such fences, gates and locks around the wells and production facilities as are required by the COGCC. To the extent required by law or regulation, the Oil Companies shall bear the costs of environmental or hazardous materials cleanup, remediation or mitigation for their individual operations on the Property.

B. Surface Owner Mitigation. Except as provided in section 9.A., Surface Owner shall bear all costs and expenses to install such noise and visual impact mitigation measures it desires or the Town of Erie or Weld County or other local jurisdiction requires at or around the Oil and Gas Operations Area which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density; provided, however, the Oil Companies shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

10. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by an Oil Company against the other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between the Oil Companies. The liability of the Oil Companies to perform any obligation or to comply with any agreement hereunder or to comply with any state or local rule or regulation is individual and several and not joint or collective. The agreements herein of a particular Oil Company apply only to the extent of the oil and gas interests in the Property that are now owned or that may be owned in the future by that Oil Company. This Agreement does not create a joint venture or partnership between or among any of the Oil Companies. The Anadarko entities shall in no event be liable for the acts or omissions of their lessees, assignees of such lessees or farmoutees or the subcontractors of any of them.

11. EnCana Consent as Mineral Owner. EnCana, in its capacity as an owner of the mineral estate for the Property, hereby consents to the use of the Property by the Anadarko Entities in



accordance with this Agreement, such consent to be effective at such time as the lease dated February 10, 1988 recorded in Book 1214 at Reception No. 02160408 ("EnCana Lease") is cancelled, terminates or otherwise expires.

12. Freedman Consent as Mineral Owner. EnCana has obtained written consent from Norma Jean Freedman ("Freedman") as an owner of the mineral estate for the Property to the use of the Property by the Anadarko Entities, which consent is attached to this Agreement as Exhibit 3. The consent of Freedman is a condition precedent to the agreements of the Anadarko Entities in this Agreement and in the Erie Commons SUA.

13. Erie Commons Acknowledgement. Erie Commons Investors, LLC by signing this Agreement in the place provided, acknowledges the benefits that it derives by the parties entering into this Agreement and the terms included in it.

14. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Area, except as specifically provided in this Agreement.

15. Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing by any of (i) personal delivery; (ii) expedited delivery service with proof of delivery; (iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or (iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Surface Owner: Erie Commercial LLC
Attn: Philip D. Irwin
720 Austin Avenue, Ste. 200
Erie, Colorado 80516

Anadarko Entities: Anadarko E&P Company LP
c/o Anadarko Petroleum Corporation
Attention: Land Manager—Western Region/CBM
Post Office Box 1330
Houston, Texas 77251-1330

EnCana: EnCana Energy Resources Inc.
Attention: DJ Land Department
950 Seventeenth Street, Suite 2600
Denver, Colorado 80202

Any party may, by written notice as provided in this section, change the address of the individual to which delivery of notices shall be made thereafter.

16. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the



benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns. This Agreement and all of the covenants in it shall be covenants running with the land.

17. Recording. The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County within fifteen days after it is executed by all of the parties and provide evidence to Surface Owner of the recording.

18. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

19. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

20. Incorporation by Reference. Exhibits 1, 2 and 3 are incorporated into this Agreement by reference.

21. Entire Agreement. This Agreement sets forth the entire understanding among the parties and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

22. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

ENCANA ENERGY RESOURCES INC.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



3252947 01/13/2006 03:56P Weld County, CO
61 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

ERIE COMMERCIAL LLC

ANADARKO LAND CORP.

By: _____
Philip D. Irwin, Manager

By: _____
Name: _____
Its: _____

Acknowledged and understood this ____ day of December, 2004

ERIE COMMONS INVESTORS

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by _____, as _____ for
ANADARKO E&P COMPANY LP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by _____, as _____ for
ANADARKO LAND CORP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by _____, as _____ for
ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by Philip D. Irwin, as Manager of ERIE COMMERCIAL LLC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

3252947 01/13/2005 03:56P Weld County, CO
64 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 1
to
Consent and Surface Use Agreement
dated _____
**between and among Anadarko Land Corp., Anadarko E&P Company LP,
EnCana Energy Resources Inc. and Eric Commercial, LLC**

Legal Description

See attached legal description.



3252947 01/13/2005 03:56P Weld County, CO
65 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

THE NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE
68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,
EXCEPT THAT PORTION CONVEYED AT RECEPTION NO. 2999889.



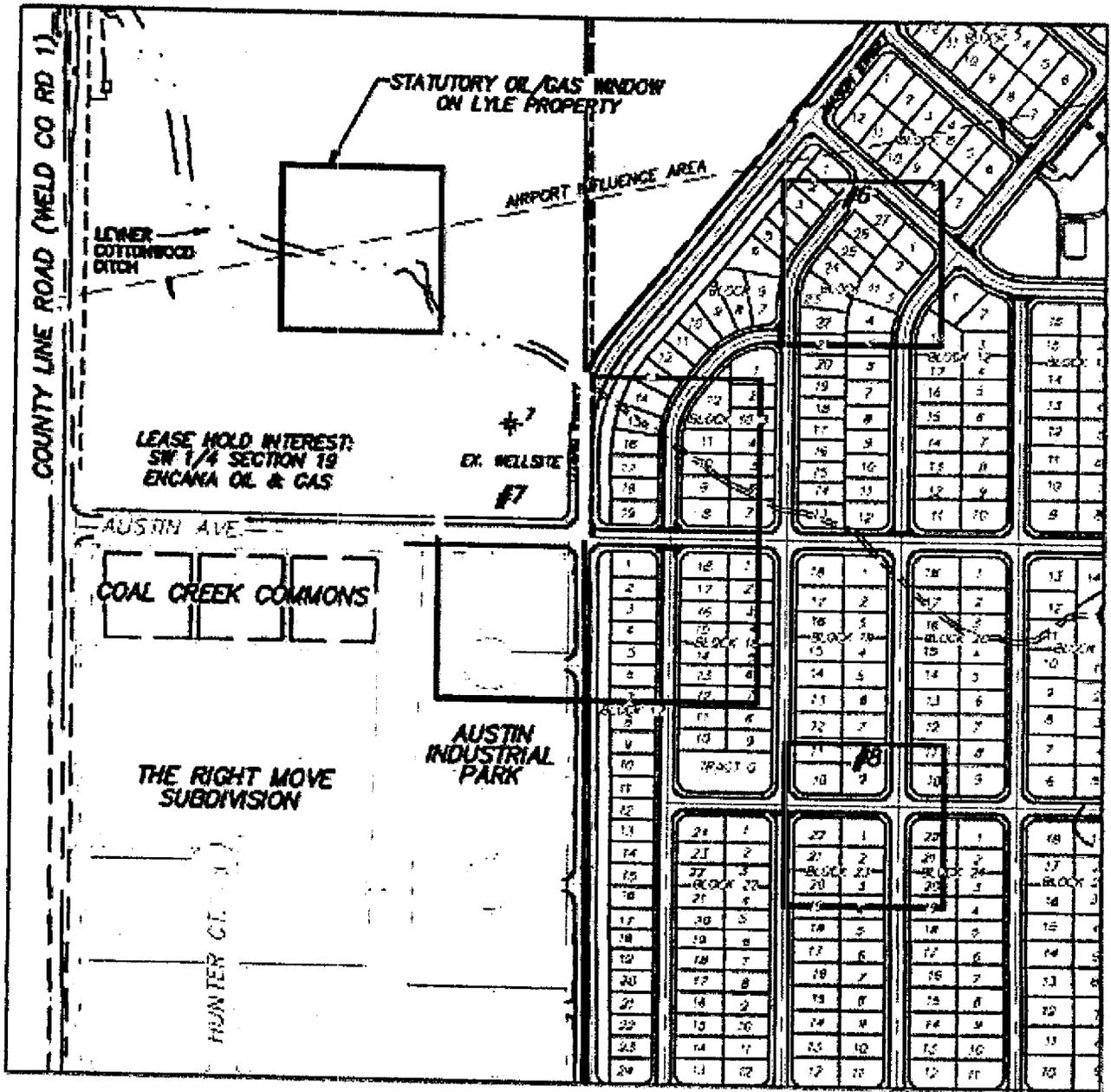
3252947 01/13/2005 03:56P Weld County, CO
86 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 2
to
Consent and Surface Use Agreement
dated _____
**between and among Anadarko Land Corp., Anadarko E&P Company LP,
EnCana Energy Resources Inc. and Erie Commercial, LLC**

Oil and Gas Operations Area

See attached survey pages depicting the Oil and Gas Operations Area.
(2 pages)

EXHIBIT 1

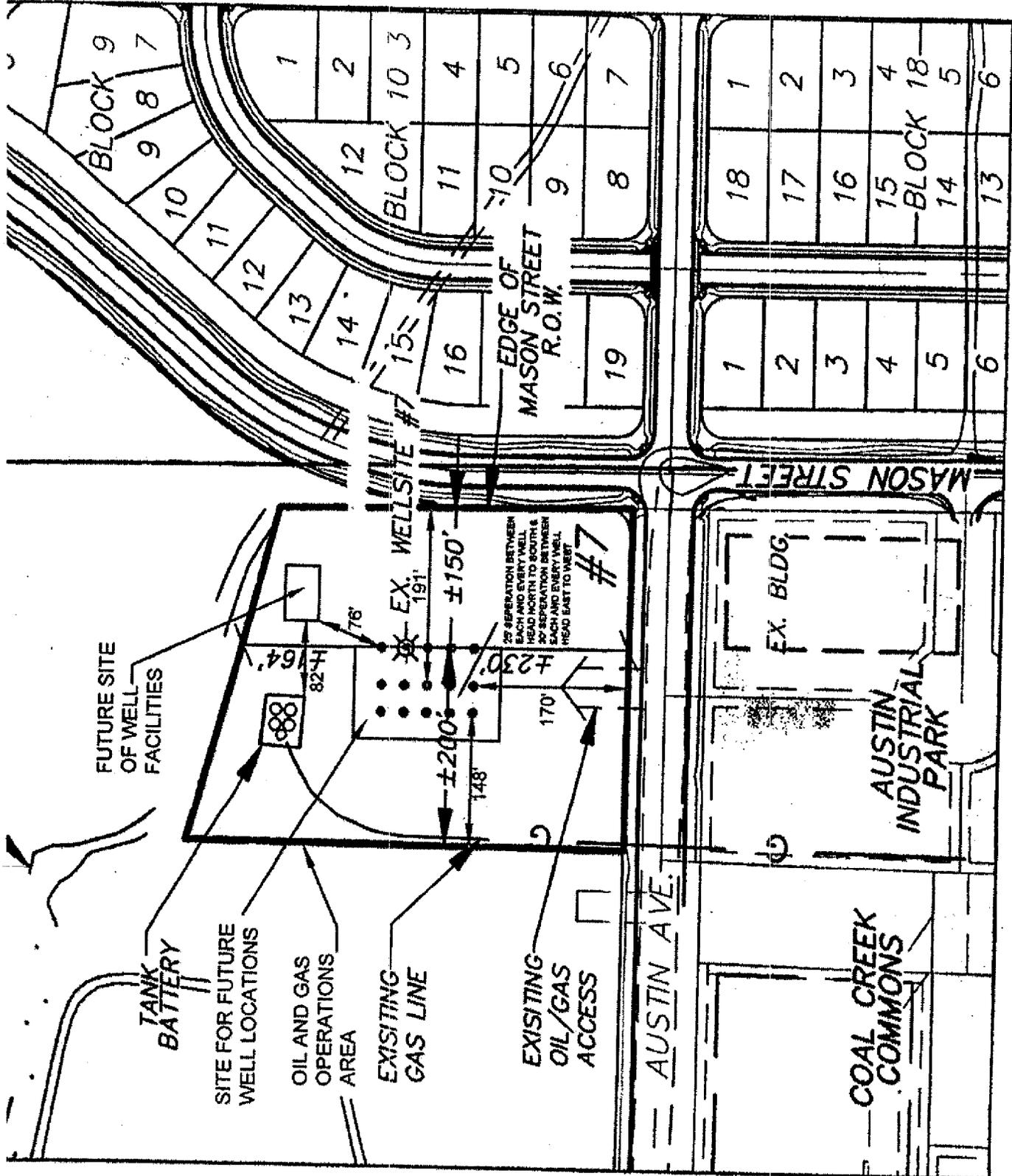


SW 1/4 OF SECTION 19, T1N R68W

Window 6 and 8 And the Stationary Oil/Gas Window on Lyle Property shall be directionally drilled from window 7, adjacent to existing well #7 as shown on page 2 of this exhibit.

ERIE COMMONS
 FILING NO. 1 & NO. 2

| | |
|---|--|
| SCALE: 1" = 40' |  HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 600 First Nat. Bank Bldg. 100 Denver, Colorado 80202 |
| DEPARTMENT: 11 | |
| DRAWN BY: OLC | |
| DATE: 8/8/04 | |
| FILE # 200404 SURVEY COUNTY ROAD - 215112-1 | |
| SHEET 1 OF 2 | |



3252947 01/13/2005 03:56P Weld County, CO
69 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 3

to

Consent and Surface Use Agreement

dated _____

**between and among Anadarko Land Corp., Anadarko E&P Company LP,
EnCana Energy Resources Inc. and Erie Commercial, LLC**

Form of Consent

See attached letter from EnCana Energy Resources Inc. to
Mrs. Norma Jean Freedman.
(2 pages)



3252947 01/13/2005 03:56P Weld County, CO
70 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EnCana Energy Resources Inc.

950 17th Street

Suite 2600

Denver CO USA 80202

tel: (303) 623-2300

fax: (303) 623-2400

www.encana.com

September 27, 2004

Mrs. Norma Jean Freedman
25 S. Forest Street
Denver, CO 80246

Re: SW/4 Section 19, T1N-R68W
Weld County, Colorado

Dear Mrs. Freedman,

EnCana Energy Resources Inc., Anadarko E&P Company LP and Anadarko Land Corp. are entering into an agreement with the owner of the surface of the land in the SE/4 NW/4 SW/4 of Section 19, Township 1 North, Range 68 West as depicted on the attached Exhibit 1 (the "Property"). The agreement permits EnCana and Anadarko to drill directional wells from the surface of the Property to bottomhole at locations anywhere in the SW/4 to access and develop minerals owned by you, EnCana and Anadarko including the mineral estate in the E/2 SW/4 which is scheduled for residential development.

Your mineral interest is limited to the W/2 SW/4 and is subject to a lease dated May 1, 1992 from you to Freedman Oil & Gas Company (the "Lease"), recorded on May 11, 1992 in Book 1335 at Reception No. 2287501 in Weld County. EnCana is the successor in interest to the Lease and currently operates the Vessels Minerals "E" #1 well ("Well") on the Property. The well is producing from the J Sand, Codell and Niobrara formations spaced on a 160-acre unit comprised of the SW/4. At that point in time in the future when production from all wells unitized under terms of the Lease ceases and the Lease terminates, Anadarko and EnCana will retain the right to drill additional surface locations from the Property to access our mineral interests in the SW/4. However, Anadarko's mineral interest is limited to the E/2SW, and to access a bottomhole location in the E/2 SW/4, a wellbore by necessity would traverse through the minerals in the W/2 SW/4. EnCana, in its capacity as an owner of a mineral interest in the Property, has consented to the use of the Property by Anadarko to access its mineral interest in the E/2 SW/4.

This letter is to request that you, as a mineral owner in the W/2 SW/4, also consent to the use of the Property by Anadarko to access the minerals in the E/2 SW/4. If you are agreeable to granting Anadarko such right of access, please so indicate by signing and returning one original of this letter to me at the address listed below.



3252947 01/13/2005 03:56P Weld County, CO
71 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Norma Jean Freedman
Page Two

Should you have any questions or concerns regarding the intent or permission granted through this letter, please call me at 720-956-3612. EnCana sincerely appreciates your time and consideration to this request.

Very truly yours,

Lois A. Hall
Land Negotiator

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2004.

Norma Jean Freedman.

ENCANA

EnCana Oil & Gas (USA) Inc.



3252947 01/13/2005 03:56P Weld County, CO
72 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 4

to

Surface Use Agreement
dated December 15, 2004

between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC

Consent and Waiver

Consent and Waiver and exhibits are not included herein.



3252947 01/13/2005 03:56P Weld County, CO
73 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

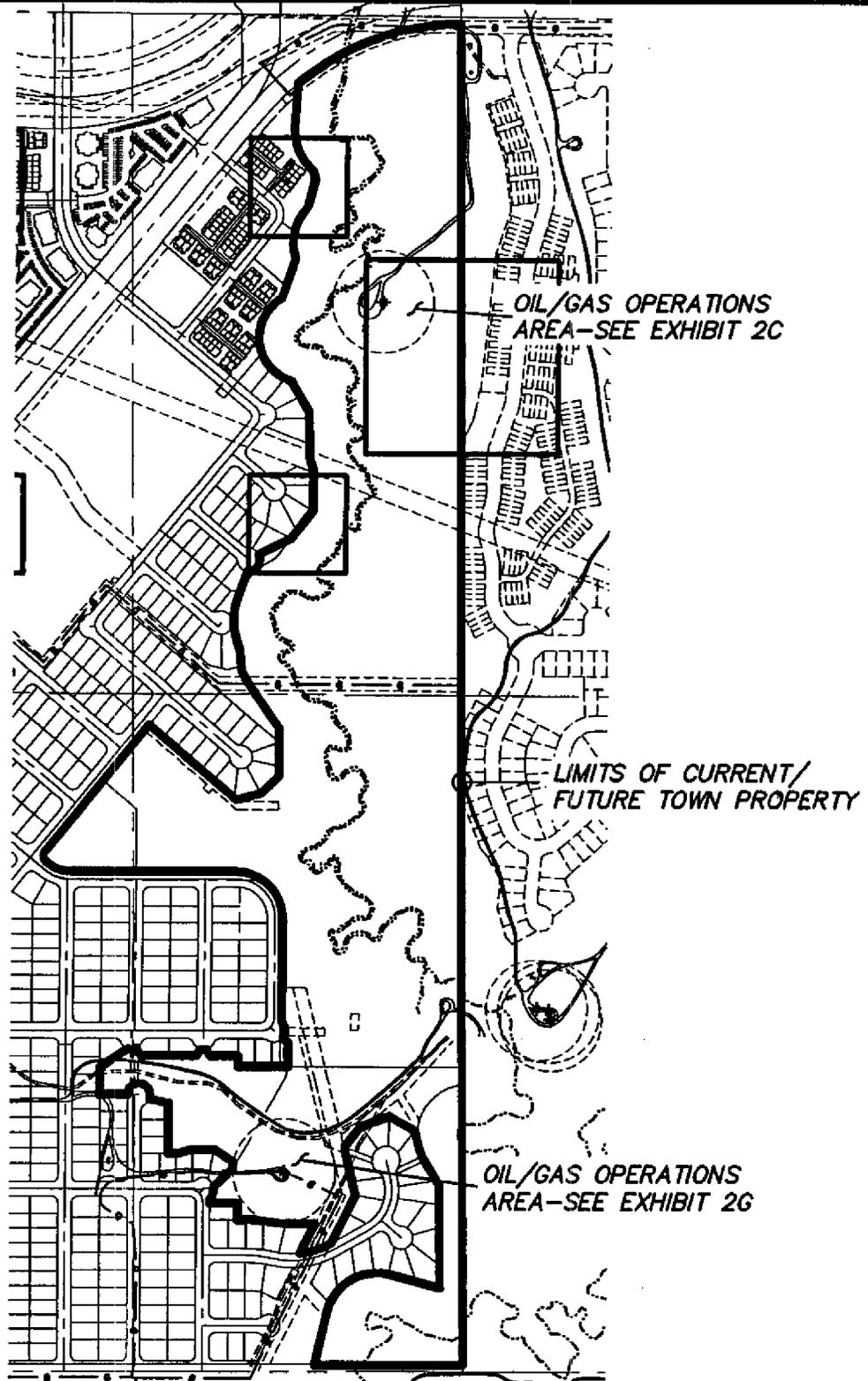
Exhibit 3
to
Consent and Waiver
dated December 15, 2004
between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.

EnCana Leasehold Property

See attached survey titled Exhibit 3 / Erie Commons—Coal Creek Corridor
(2 pages)



EXHIBIT 3



ERIE COMMONS-COAL CREEK CORRIDOR

SCALE HOR. N/A
VERT. N/A
DESIGN/APPR.
DRAWN BY BO
DATE 10/26/04

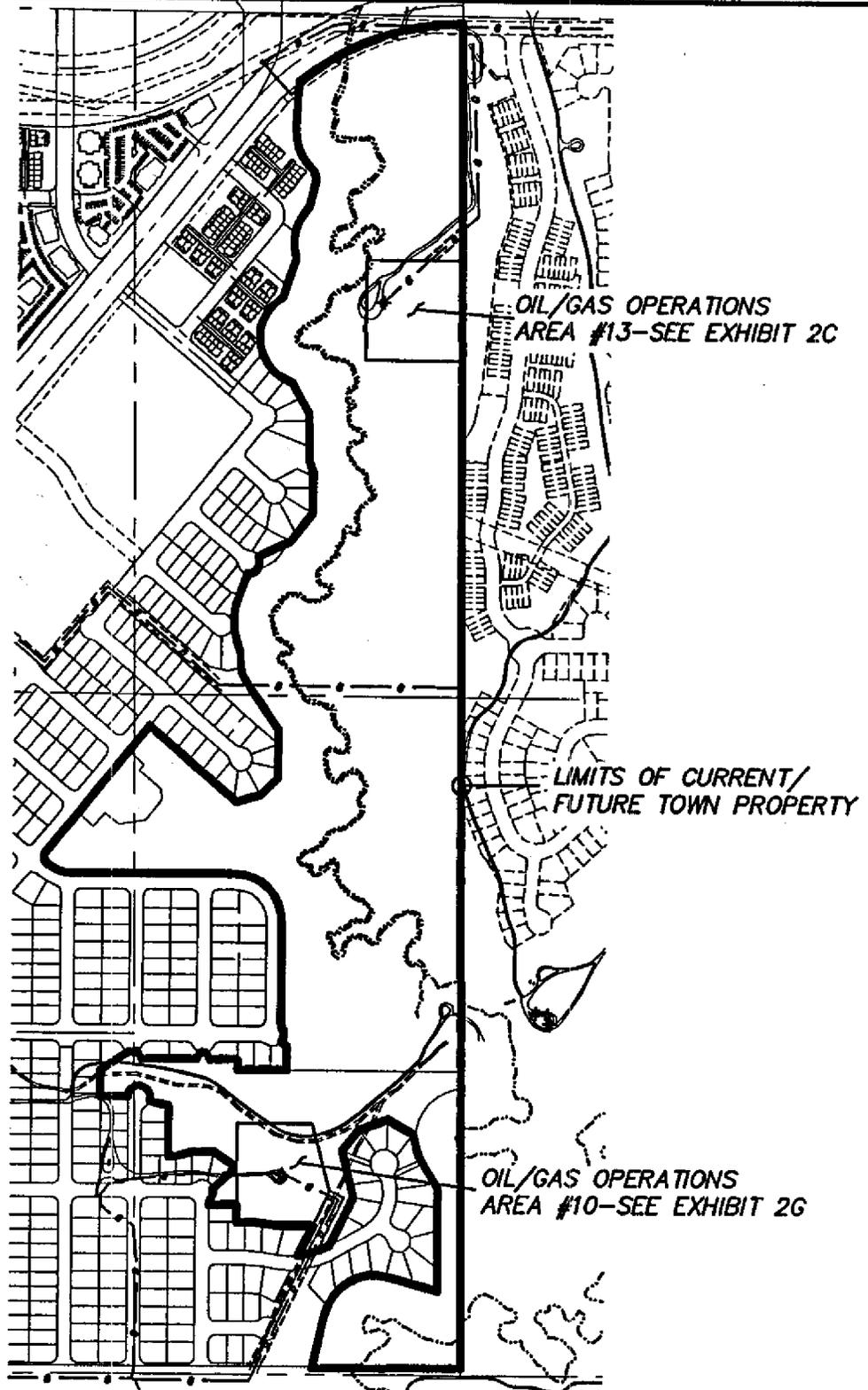


HURST & ASSOCIATES, INC
CONSULTING ENGINEERS
4000 Pearl East Circle, Suite 100
Denver, Colorado 80231 (303) 440-8686



3252947 01/13/2005 03:56P Weld County, CO
 75 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 3



ERIE COMMONS-COAL CREEK CORRIDOR

SCALE HOR. N/A
 VERT. N/A
 DESIGN/MPPR.
 DRAWN BY BO
 DATE 11/04/04
 FILE G:\202040\SURVEY\EXHIBITS\O&G\OVERALL



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4000 Pearl East Circle, Suite 100
 Boulder, Colorado 80504 (303) 440-2045

SHEET 1 OF 1

3252947 01/13/2005 03:56P Weld County, CO
76 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 4
to
Consent and Waiver
dated December 15, 2004
between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.

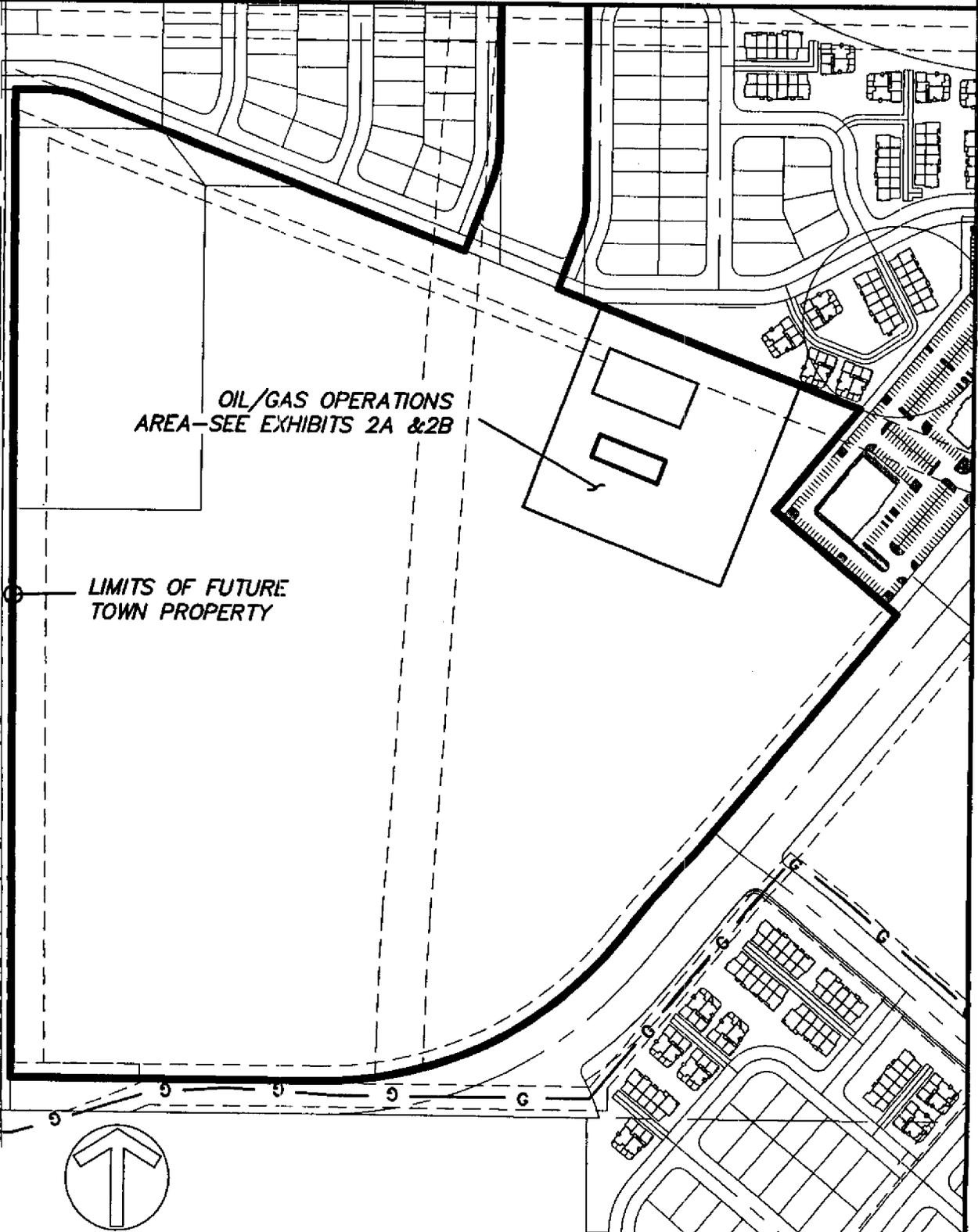
KMRMC Leasehold Property

See attached survey titled Exhibit 4 / Erie Commons—Community Center
(2 pages)



3262947 01/13/2006 03:56P Weld County, CO
 77 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 4



ERIE COMMONS—COMMUNITY CENTER

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APP'R.
 DRAWN BY BO
 DATE 10/27/04

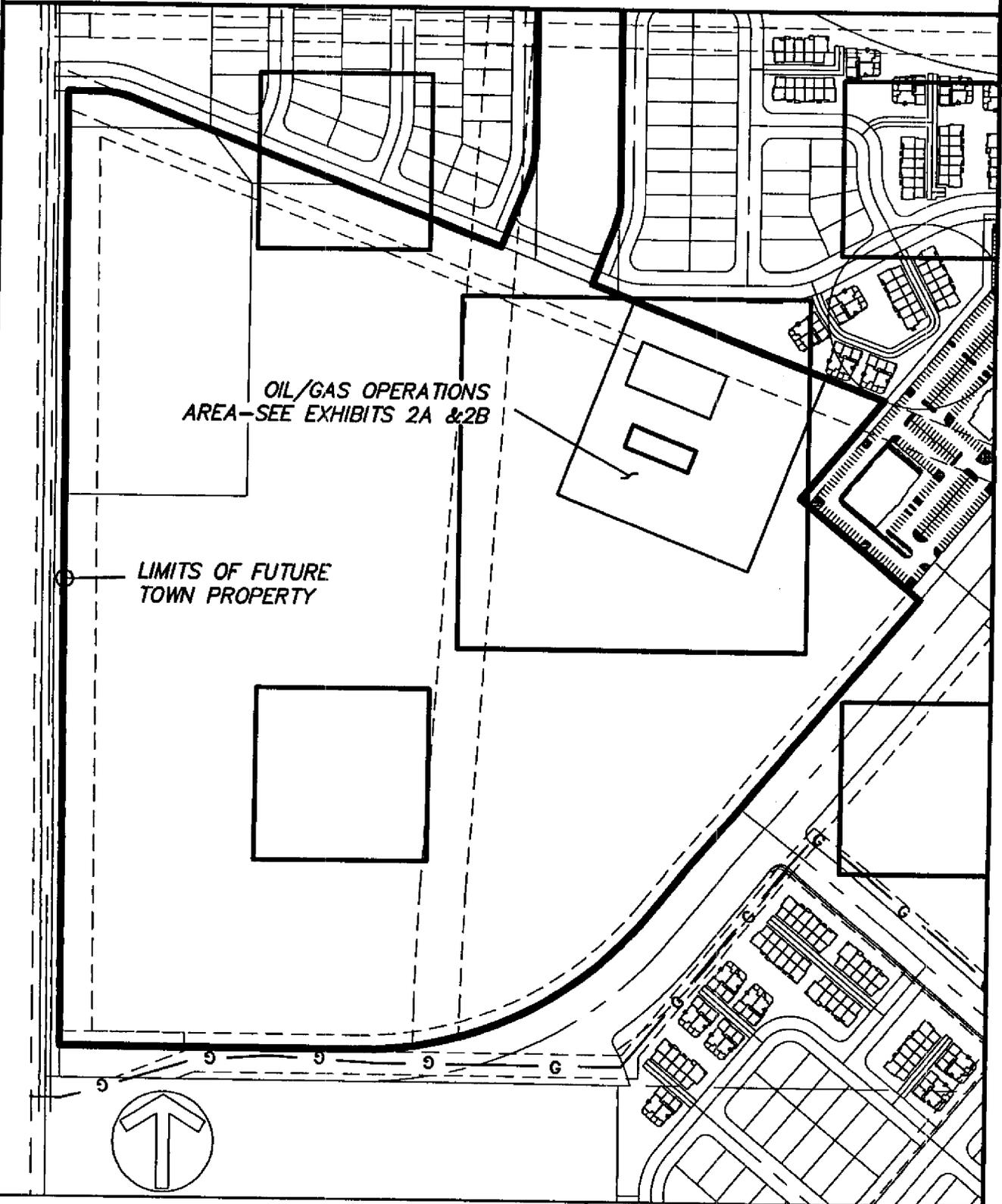


HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4800 Pearl East Circle, Suite 100
 Boulder, Colorado 80504 (303) 440-8605



3252947 01/13/2005 03:56P Weld County, CO
 78 of 78 R 391.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 4



ERIE COMMONS—COMMUNITY CENTER

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR.
 DRAWN BY BO
 DATE 10/26/04
 FILE G:\202040\SURVEY\EXHIBITS\O&G\OVERALL



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4989 Pearl East Circle, Suite 106
 Boulder, Colorado 80501 (303) 440-8806



3252946 01/13/2005 03:56P Weld County, CO
1 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

946

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement") is made and entered into this 15th day of December, 2004, by and among ANADARKO E&P COMPANY LP, formerly known as RME Petroleum Company and Union Pacific Resources Company, and ANADARKO LAND CORP., formerly known as RME Land Corp. and Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-MCGEE ROCKY MOUNTAIN CORPORATION ("KMRMC"), formerly known as HS Resources, Inc., with an address of 1999 Broadway, Suite 3600, Denver, Colorado 80202; ENCANA ENERGY RESOURCES INC. ("EnCana") with an address of 950 Seventeenth Street, Suite 2600, Denver, Colorado 80202 (the Anadarko Entities, KMRMC and EnCana are sometimes referred to hereinafter together as the "Oil Companies"); and ERIE COMMONS INVESTORS, LLC ("Surface Owner") with an address of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302.

A. Surface Owner owns the surface estate for property located in the Town of Erie ("Town") in Weld County, Colorado, within the W/2E/2; E/2SW/4 and the NW/4 of Section 19, Township 1 North, Range 68 West, which property is more particularly described in Exhibit 1 to this Agreement and is hereinafter referred to as the "Property."

B. The Anadarko Entities own all of the oil and gas that underlies the Property and either the Anadarko Entities, or their predecessors, have granted oil and gas leasehold rights in the Property as identified in Recitals F. and G.

C. Union Pacific Land Resources Corporation and Union Pacific Resources Company (together the "Union Pacific entities") entered into an agreement with Weld County Land Company, LLC, an affiliate of Surface Owner, dated November 14, 2000, entitled "Agreement for Compatible Development" ("Development Agreement") pursuant to which the parties set forth minimum standards with which Surface Owner is required to comply to protect existing oil and gas wells on the Property and for the location of future oil and gas wells on the Property, among other things.

D. The Development Agreement was recorded in the Weld County Clerk and Recorder's Office on November 17, 2000 at Reception number 280715.

E. The Development Agreement contemplated that Surface Owner might enter into surface use agreements with the parties which own oil and gas leasehold interests in the Property at the time Surface Owner had more specific plans to develop the surface estate and to which the Union Pacific entities would also be signatory parties.

F. KMRMC owns certain oil and gas leasehold interests in the Property that it derived through the Union Pacific entities pursuant to an oil and gas lease dated October 16, 1972 and recorded on November 30, 1972, in Book 681, Page 801 at Reception number 1602713.

G. EnCana owns certain oil and gas leasehold interests in the Property that it derived through the Union Pacific entities pursuant to an oil and gas lease dated February 10, 1988 and recorded in Book 1214, at Reception number 02160408, and EnCana currently operates two oil and gas wells on the Property generally located in the NW/4NE/4 and identified as the Coal Creek "C" Unit 1 and the SW/4SE/4 and identified as the Vessels Minerals 19-15. In addition, EnCana currently operates four oil and gas wells adjacent to the Property, one well located in the NW/4SW/4 and identified as the Vessels Minerals "E" 1 and three wells located in the NE/4SE/4 and within window 11 on Exhibit 2-G.

H. The two oil and gas wells that are located on the Property and described in Recital G. are referred to hereinafter as the "Existing Wells."

I. This Agreement provides for the compatible development of the surface estate and the oil and gas estate for the Property and applies only to the oil and gas interests that are owned by the Oil Companies.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Areas.

A. The Oil Companies agree to locate future oil and gas wells only in the areas that include the Existing Wells and in the future wellsite locations which are identified on Exhibit 2 and subparts as the Oil and Gas Operations Areas. The Oil and Gas Operations Areas are described on Exhibit 2 as Oil and Gas Operations Areas numbered 3, 7, 10 and 13 and Outlot M. In consideration of the agreements of Surface Owner described hereinafter in section 1.F. and in the letter agreement among the parties of even date, the Oil Companies each agree as follows:

(1) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #3 shown on Exhibits 2-A and 2-B and generally located in the center of the NW/4, KMRMC and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling windows in the NE/NW/4; SE/4NW/4; NW/4NW/4 and the SW/4NW/4, as shown on Exhibit 2-A and labeled as windows 1, 2, 4 and 5.

(2) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #13 as shown on Exhibit 2-C and generally located left of the center in the NE/4, EnCana and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling windows in the NW/4NE/4 and the SW/4NE/4, as shown on Exhibit 2-C and labeled as windows 12 and 14.

(3) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #7 and generally located in the center to the northwest in the SW/4, as shown on Exhibits 2-D and 2-E and which is not located on property



that is owned by Surface Owner, EnCana and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling windows in the NE/4SW/4 and the SE/4SW/4 identified in Exhibit 2-D as windows 6 and 8; provided, however, that, Surface Owner obtains the signatures of all of the owners of the surface estate and the owners and lessees of the oil and gas estate (collectively the "Owners") where Oil and Gas Operations Area #7 is located on a surface use agreement to be entered into among the Anadarko Entities, EnCana and the Owners prior to the approval of any final plat for all or any portion of the Property and in the form of surface use agreement attached to this Agreement as Exhibit 3. In the event that Surface Owner cannot obtain the signatures of the Owners on such an agreement within the time provided for herein, EnCana and the Anadarko Entities agree to drill oil and gas wells directionally to the SE/4SW/4 location from Oil and Gas Operations Area #10, as shown on Exhibits 2-G and 2-H, and to the NE/4SW/4 from the Oil and Gas Operations Area northeast of Oil and Gas Operations Area #7 and identified as Outlot M as shown on Exhibit 2-F.

(4) With respect to the Oil and Gas Operations Area described as Oil and Gas Operations Area #10 as identified in Exhibit 2-H and generally located in the SW/4SE/4, EnCana and the Anadarko Entities agree to relinquish their rights to drill oil and gas wells using vertical surface locations in the legal drilling window in the NW/4SE/4, as shown on Exhibit 2-G and labeled as window 9.

B. Areas Included in the Oil and Gas Operations Areas. The Oil and Gas Operations Areas shall be in the locations reflected on Exhibit 2 and shall include the areas for each such location that are reflected on Exhibit 2. Unless otherwise provided herein, to the extent practicable, future wellbores shall be located generally at or near the centers of those Oil and Gas Operations Areas for which there is currently no existing oil and gas well.

C. Surface Lot Line Requirements. Lot lines for surface development shall not be platted anywhere within any of the areas included in the Oil and Gas Operations Areas and Surface Owner shall not construct or install any permanent or temporary building, structure or other improvement within any of the Oil and Gas Operations Areas, except for the improvements shown on Exhibits 2-A and 2-G.

D. Multiple Wells within the Oil and Gas Operations Areas. The Oil Companies shall continue to have the right to operate and maintain the Existing Wells and to drill additional wells within all Oil and Gas Operations Areas and to deepen and recomplete the Existing Wells and any well that is drilled in the future and also to drill twinned wells as well as directional and horizontal wells that produce from and drain the Property as well as lands other than the Property. The Oil and Gas Operations Areas shall be for the exclusive use of oil and gas drilling, exploration, production and operations and the location of associated oil field exploration and production equipment and facilities.

E. Associated Drilling and Production Equipment. Except as may be hereinafter provided, the Oil Companies shall construct, locate, maintain and repair such associated drilling



3252946 01/13/2005 03:56P Weld County, CO
4 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

and production equipment, including tanks, separators, dehydrators, compressors, flowlines and meters, and also any other associated oil field equipment necessary or convenient for the operation and production of the Existing Wells and future wells only within the Oil and Gas Operations Areas.

F. Directional Drilling Costs. In consideration of the agreement of the Oil Companies to restrict their use of the surface estate for the Property, Surface Owner agrees to compensate the Oil Companies as described in the letter agreement dated the same date as this Agreement. The obligations included in the letter agreement shall be binding upon Surface Owner and its successors and assigns, but shall not otherwise be binding upon the successors in title to the Property or portions of the Property.

2. Access to Oil and Gas Operations Areas.

A. Access to Oil and Gas Operations Areas with Existing Wells. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the access routes that they are currently utilizing to access the Oil and Gas Operations Areas that include the Existing Wells until such time as the same may be relocated as identified on Exhibit 2.

B. Access to Oil and Gas Operations Areas for Future Wells. Access to Oil and Gas Operations Areas for future wells shall be at the locations identified on Exhibit 2.

C. Relocation of Access. Access to an Oil and Gas Operations Area as shown on Exhibit 2 may be changed in the future by mutual agreement of the affected parties or their successors in interest; provided however, all costs and expenses of such relocations shall be borne by Surface Owner.

D. Maintenance and Use of Joint Access Roads. Surface Owner shall keep roads jointly used by both Surface Owner or its subdivision occupants and one or more of the Oil Companies in good condition and repair until they are dedicated to a local jurisdiction; provided, however, if an Oil Company causes damage to a road that is built to the specifications in subsection 2.E.(1), it agrees to promptly repair any damage which it causes which is a direct result of its use of the road. No party shall unreasonably interfere with the use by the other of an access road.

E. Construction and Width of Access Roads.

(1) Access roads that are jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved access roads so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct the roads so that they can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads that are used exclusively by the Oil Companies shall be thirty (30) feet or more in width, and the Oil Companies shall install and maintain them to applicable standards of the Colorado Oil and Gas Conservation Commission ("COGCC").

3. Pipelines, Flowlines and Pipeline Easements.

A. Pipelines, Flowlines and Pipeline Easements for Existing Wells. Surface Owner acknowledges and understands that the Oil Companies and their affiliates have the right to continue to use the flowlines, pipelines and pipeline easements that they are currently utilizing to service the Existing Wells and to construct, repair, maintain and replace the flowlines and pipelines.

B. Pipelines, Flowlines and Pipeline Easements for Future Wells. Pipelines, flowlines and pipeline easements to service future wells shall be at the locations identified on Exhibit 2, and Surface Owner shall grant the Oil Companies written pipeline easements (for production from the Property and other lands) upon the request of the Oil Companies and at no cost to them.

C. Relocation of Pipelines and Pipeline Easements. Locations of pipelines and pipeline easements may be changed by mutual agreement of Surface Owner and the appropriate Oil Company; provided, however, all costs and expenses of such relocations shall be borne by Surface Owner.

D. Width and Grant of Pipeline and Flowline Easements. For existing pipelines, pipeline easements shall be nonexclusive, and, if relocated, shall be fifty (50) feet in width during construction activities or until such time as all pipeline relocations are completed. For Future Wellsite Locations and for additional wells drilled at Existing Wellsite Locations, pipeline easements shall be nonexclusive and shall be fifty (50) feet in width during construction activities or until such time as all pipeline relocations are completed and/or adjacent surface development is completed. After the completion of existing line relocations and adjacent surface development, pipeline easements shall be 30 feet in width for all operations, maintenance and transportation activities and for construction of lines to future wells; provided, however, the center of each pipeline easement shall be at least 75 feet on either side from all ignition sources unless Surface Owner agrees to reimburse the Oil Company for costs to sleeve the pipe. Flowline easements shall be thirty (30) feet in width for all operations. The pipeline easements shall be for the use of pipelines for oil and gas production and operations; provided, however, the Oil Companies may install one or more pipelines within the same easement, and further provided that Surface Owner shall be entitled to reserve the right to cross such easements at approximately right angles and to install and maintain access to such easements for (i) utility lines, including those for water, gas, sewer, electric, telephone, cable, television and fiber optic; and (ii) those portions of sidewalks and soft surface trails and roads that are specifically identified on Exhibit 2; and (iii) other purposes with the permission of the applicable Oil Companies, which permission shall not be unreasonably withheld; provided, however, any new underground facilities which travel along or within a pipeline easement identified herein shall be located at a distance horizontally of at least ten (10) feet from parallel existing oil and gas pipelines and flowlines and such facilities shall have at least twenty-four (24) inches of vertical clearance between the new facility and an oil and gas pipeline or flowline provided for herein, and any overhead power lines shall be at least twenty (20) feet above the ground.



E. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and not more than 72 inches over pipelines and flowlines in the conduct of its operations and its construction activities on the Property.

4. Notice of Commencement of Surface Construction and Drilling Activities.

A. Surface Owner Notice. Surface Owner shall give advance notice to and meet at the site with representatives of the appropriate Oil Companies to locate existing pipelines and flowlines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

B. Oil Company Notice. The applicable Oil Company shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with the rules and regulations of the COGCC, but in no event less than ten (10) days advance notice.

5. Surface Construction Activities.

A. Shut-In Production Payments. An Oil Company may, in its discretion, for safety purposes, shut in any pipeline or flowline over which Surface Owner's heavy earth moving equipment is to be run. Further, Surface Owner may request or an Oil Company may elect, in its discretion, to shut in one or more of its wells during Surface Owner's construction activity on the surface of the Property. Surface Owner shall notify the applicable Oil Company at least twenty (20) days before Surface Owner intends to commence construction activities where it will utilize heavy equipment or other equipment that may cause damage to the Oil Company's flowlines or pipelines. During the period of shut-in of any well, pipeline or flowline (either at the request of Surface Owner or at the discretion of the Oil Company as herein provided), Surface Owner shall pay the applicable Oil Company for each shut-in the following amounts:

| <u>Shut-In Duration</u> | <u>Fee per Well per Day</u> |
|-------------------------|-----------------------------|
| 5 days or less | None |
| 6 – 29 days | \$150 |
| 30 days or more | \$200 |

Surface Owner shall also pay the Oil Company any costs to rework the well in order to place the well in production status after the shut-in and costs to replace pipelines and flowlines that are damaged by the surface construction activities of Surface Owner.

B. Electrical Equipment. Surface Owner shall pay the applicable Oil Company or Oil Companies all costs that the Oil Company incurs to change electrical equipment at an Oil and Gas Operations Area where the Oil Company is required to make the change because of the impending or actual surface development of the Property.

6. Subdivision Plat and Local Regulations. Surface Owner shall identify the Oil and Gas Operations Areas and all present and future access routes and pipeline easements on its subdivision plats and in all applications for development that it files with a local jurisdiction, as well as the setbacks between all Oil and Gas Operations Areas and planned and existing lot lines,



and the plats shall include restrictions that no property line, building or other structure shall be located, constructed or installed within the Oil and Gas Operations Areas. Except as may be otherwise provided herein, or as shown on Exhibit 2, Surface Owner shall also not locate any temporary or permanent buildings, structures, improvements or equipment within the Oil and Gas Operations Areas or under the surface of the Oil and Gas Operations Areas, including but not limited to, sewer lines, gas pipelines or water lines.

7. Waiver of Surface Damage Payments. Surface Owner hereby waives all surface damage payments pursuant to any existing, future, or amended COGCC or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is drilled within an Oil and Gas Operations Area and for each production facility. The Oil Companies may provide a copy of this Agreement to the COGCC or to any local jurisdiction, person or entity or any court of law as evidence of this waiver. The term "surface damage payments" as used herein shall be given the meaning commonly used in the oil and gas industry.

8. Waiver of Setback and Other Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this section 8 in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction.

9. Compliance with Regulations. Except with respect to state and local setback regulations as described in section 8 or as otherwise specifically provided in this Agreement, the Oil Companies shall comply with state and local rules and regulations with respect to their oil and gas operations on the Property and also with the rules and regulations of the COGCC for areas which are high density, including current COGCC Rule 603 e.(7); provided, however, Surface Owner shall reimburse the Oil Companies for any and all such costs and expenses which are in excess of such costs and expenses for areas which are not high density.

10. Payment of Relocation Costs. Surface Owner shall give advance written notice to the applicable Oil Company at least thirty (30) days prior to the time that Surface Owner wishes an Oil Company to relocate an access road or pipeline pursuant to sections 2.C. or 3.C. The applicable Oil Company shall thereafter provide Surface Owner with an estimate of the costs for the relocation. Surface Owner shall pay the full amount of the estimate of relocation costs to the Oil Company within ten (10) days from the date it receives the estimate. Upon receipt of the estimate of costs by Surface Owner, the Oil Company will within a reasonable time commence the relocation of the applicable access road or pipeline, install the same in a good and workmanlike manner, and diligently pursue such relocation work to completion. Upon completion of the relocation, the Oil Company shall give Surface Owner a full accounting of the costs and expenses of the relocation. If the amount of such costs exceeds the amount of the estimate, Surface Owner shall pay the Oil Company the amount of the shortfall within ten (10)



days from the receipt of the accounting. If the amount of such costs is less than the amount of the estimate, the Oil Company shall reimburse the difference to Surface Owner at the time it provides its accounting to Surface Owner.

11. Governmental Proceedings.

A. Surface Owner Will Not Object. Surface Owner agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and the Development Agreement (to the extent not inconsistent with this Agreement) and hereby waives any such right to object. Surface Owner further agrees that it shall provide such other written approvals and waivers which are reasonably requested and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirement from a surface property line or for an exception location.

B. Oil Companies Will Not Object. The Oil Companies agree that they will not object in any forum to a request by Surface Owner to zone, rezone, plat or replat all or any portion of the Property to the extent such request is consistent with this Agreement, including any plat of the Property that reflects the lot layout identified on Exhibit 2; provided, however, the Oil Companies shall not be required to incur any expenses in connection with such request.

12. Notice to Home Builders and Homeowners. Surface Owner shall furnish all persons or entities that have a contract to purchase or that purchase all or any portion of the Property from Surface Owner with a plat that shows the locations of all Oil and Gas Operations Areas, existing and future pipeline easements and existing and proposed access routes. In addition, Surface Owner shall provide written notice to all such purchasers that includes as follows:

- a. such buyers are not purchasing and will not own any interest in the oil and gas mineral estate;
- b. there may be ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, pipeline easements and access routes;
- c. additional oil and gas wells are likely to be drilled and oil and gas operations and production will likely take place on the Property which will affect the surface of the Property;
- d. heavy equipment will be used by oil and gas interest owners from time to time for oil and gas drilling and production operations and that such operations may be conducted on a 24 hour basis;
- e. future purchasers of all or a portion of the Property, as successors in interest, will be bound by the covenants and provisions in this Agreement and subject to the waivers and covenants included in sections 7 and 8 and 11, among others.



13. Impact Mitigation

Oil Company Mitigation. The Oil Companies agree that they shall install and maintain at their sole cost and expense such fences, gates and locks around the wells and production facilities as are required by the COGCC. To the extent required by law or regulation, the Oil Companies shall bear the costs of environmental or hazardous materials cleanup, remediation or mitigation for their individual operations on the Property. With respect to Oil and Gas Operations Area #3, the Anadarko Entities and Kerr-McGee agree to reasonably cooperate with the Town of Erie ("Town") if the Town requests the Oil Companies to install low profile tank batteries and to paint such batteries and other facilities an earth color; provided that such cooperation will not require the Oil Companies to violate COGCC requirements.

B. Surface Owner Mitigation. Except as provided in section 13.A., Surface Owner shall bear all costs and expenses to install such noise and visual impact mitigation measures it desires or the Town or Weld County requires at or around the Oil and Gas Operations Areas which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density; provided, however, the operator of the well at the particular Oil and Gas Operations Area shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

14. Consent Agreement. Surface Owner acknowledges and represents that it intends to or has transferred certain portions of the Property to the Town of Erie. Surface Owner and the Oil Companies agree that they will enter into a Consent Agreement with the Town substantially in the form of agreement attached to this Agreement as Exhibit 4 in which the Town agrees and consents to the locations of the Oil and Gas Operations Areas and the terms of this Agreement with respect to the portions of the Property heretofore transferred or to be transferred to the Town.

15. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. The liability of the Oil Companies to perform any obligation or to comply with any agreement hereunder or to comply with any state or local rule or regulation is individual and several and not joint or collective. The agreements herein of a particular Oil Company apply only to the extent of the oil and gas interests in the Property that are now owned or that may be owned in the future by that Oil Company. This Agreement does not create a joint venture or partnership between or among any of the Oil Companies. The Anadarko entities shall in no event be liable for the acts or omissions of their lessees, assignees of such lessees or farmoutees or the contractors and subcontractors of any of them.

16. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to any Oil and Gas Operations Area, except as specifically provided in this Agreement.



3252946 01/13/2005 03:56P Weld County, CO
 10 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

17. Conflict in Agreements. In the event of a conflict between this Agreement and the Development Agreement, this Agreement shall control; provided, however, the terms of the Development Agreement shall continue to apply to the extent that they are not inconsistent with this Agreement.

18. Notice of Hearings. Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for approval of a plat application or other land use application for the Property that is to be held before the Town or Weld County.

19. Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing by any of (i) personal delivery; (ii) expedited delivery service with proof of delivery; (iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or (iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

- Surface Owner: Erie Commons Investors, LLC
 2500 Arapahoe Avenue, Suite 220
 Boulder, Colorado 80302
 Attention: Jon Lee

- Anadarko Entities: Anadarko E&P Company LP
 c/o Anadarko Petroleum Corporation
 Attention: Land Manager—Western Region/CBM
 Post Office Box 1330
 Houston, Texas 77251-1330

- KMRMC: Kerr-McGee Rocky Mountain Corporation
 Attention: Denver Basin Land Manager
 1999 Broadway, Suite 3600
 Denver, Colorado 80202

- EnCana: EnCana Energy Resources Inc.
 Attention: DJ Land Department
 950 Seventeenth Street, Suite 2600
 Denver, Colorado 80202

Any party may, by written notice as provided in this section, change the address of the individual to which delivery of notices shall be made thereafter.

20. Acknowledgment of Title to Oil and Gas. Surface Owner specifically acknowledges the title of Anadarko E&P and Anadarko Land to the oil and gas reserved for the Property and relinquishes all rights and claims thereto.

21. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the



3252946 01/13/2005 03:56P Weld County, CO
11 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

- benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns. This Agreement and all of the covenants in it shall be covenants running with the land.
22. Recording. Surface Owner shall record this Agreement with the Clerk and Recorder of Weld County within fifteen days after it is executed by all of the parties and provide evidence to the Oil Companies of the recording.
23. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.
24. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.
25. Incorporation by Reference. Exhibits 1, 2, 3 and 4 are incorporated into this Agreement by reference.
26. Entire Agreement. This Agreement, the associated letter agreement identified in section 1.F., the Surface Use Agreement described in section 1.A.(3), the Consent Agreement described in section 14 and the Development Agreement set forth the entire understanding among the parties and supersede any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.
27. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original.
28. Agreement Conditioned Upon Agreement with the Town. This Agreement and the terms included in it are conditioned upon the execution of the agreement with the Town as identified in section 14.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

3252946 01/13/2006 03:56P Weld County, CO
12 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ENCANA ENERGY RESOURCES INC.

By: Byron R. Gale
Name: Byron R. Gale
Its: Attorney-in-Fact

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

KERR-McGEE ROCKY MOUNTAIN CORPORATION

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

By: _____
Name: _____
Its: _____

3252946 01/13/2006 03:56P Weld County, CO
13 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ENCANA ENERGY RESOURCES INC.

By: _____
Name: _____
Its: _____

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

KERR-McGEE ROCKY MOUNTAIN CORPORATION

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

By: _____
Name: _____
Its: _____



3252946 01/13/2005 03:56P Weld County, CO
14 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ENCANA ENERGY RESOURCES INC.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

KERR-McGEE ROCKY MOUNTAIN CORPORATION

ANADARKO LAND CORP.

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

By: Jan R Lee
Name: Jan R. LEE
Its: AUTHORIZED REPRESENTATIVE

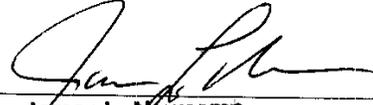


3252946 01/13/2005 03:56P Weld County, CO
15 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ENCANA ENERGY RESOURCES INC.

By: _____
Name: _____
Its: _____

ANADARKO E&P COMPANY LP

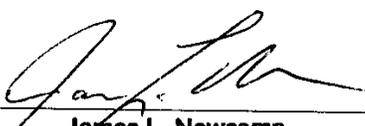
By: 
Name: **James L. Newcomb**
Its: **Agent and Attorney-in-Fact**

Handwritten initials/signature

KERR-McGEE ROCKY MOUNTAIN CORPORATION

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

ANADARKO LAND CORP.

By: 
Name: **James L. Newcomb**
Its: **Agent and Attorney-in-Fact**

Handwritten initials/signature

ERIE COMMONS INVESTORS, LLC

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 30 day of December, 2004, by James L Newcomb, as Agent & Attorney-in-Fact for ANADARKO E&P COMPANY LP.

My Commission expires: January 7, 2006 :

Witness my hand and official seal.

Angela Michelle Gilbreath
Notary Public



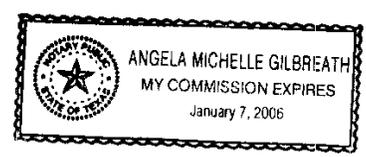
STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 30 day of December, 2004, by James L Newcomb, as Agent & Attorney-in-Fact for ANADARKO LAND CORP.

My Commission expires: January 7, 2006 :

Witness my hand and official seal.

Angela Michelle Gilbreath
Notary Public



3252946 01/13/2005 03:56P Weld County, CO
17 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by James P. Wason, as Attorney-in-Fact for KERR-McGEE ROCKY MOUNTAIN CORPORATION.

My Commission expires: _____:



My Commission Expires 03/15/2008

Witness my hand and official seal.
Lisa M. Schiel
Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

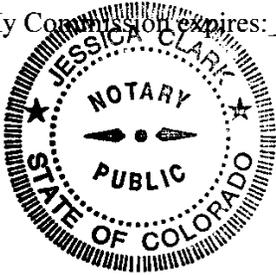


3252946 01/13/2005 03:56P Weld County, CO
19 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by Jon R. Lee, as Authorized Representative for ERIE COMMONS INVESTORS, LLC.

My Commission expires: 7/30/06:



Witness my hand and official seal.

Jessica Clark
Notary Public



3252946 01/13/2005 03:56P Weld County, CO
20 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBITS



3252946 01/13/2005 03:56P Weld County, CO
21 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 1

to

**Surface Use Agreement
dated December 15, 2004**

**between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC**

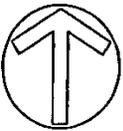
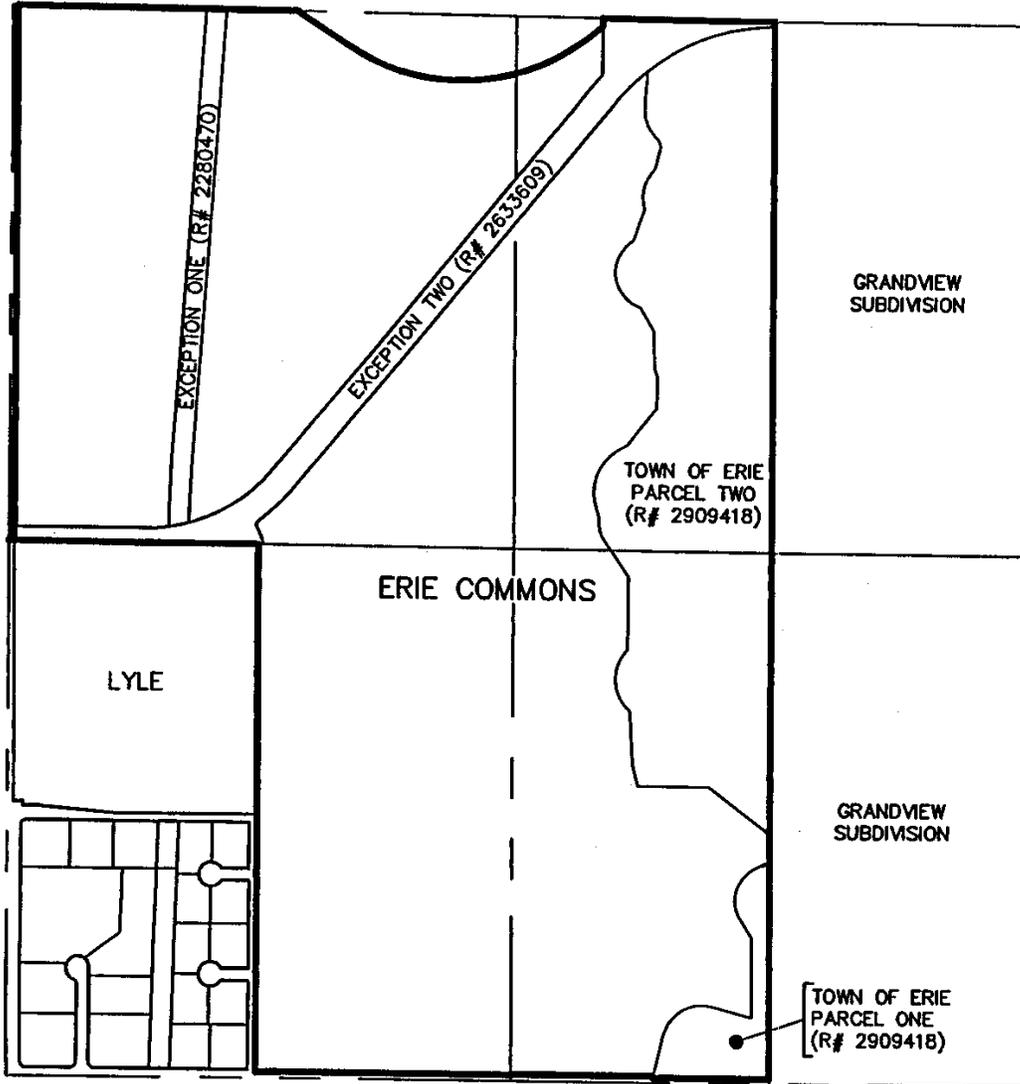
Legal Description

See attached legal description which includes a 1-page survey
and a 3-page metes and bounds legal description



3252946 01/13/2005 03:56P Weld County, CO
 22 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1



1 inch = 800 ft.

NOTE:

- PROPERTY INCLUDES BOTH THE AREA WITHIN THE LEGALS AS ATTACHED AND THE TOWN PROPERTIES AS REFERENCED BY THE RECORDATION NUMBERS.

**ERIE COMMONS
 SEC. 19, T1N, R68W
 TOWN OF ERIE
 WELD COUNTY, COLORADO**

SCALE HOR. 1"=800'
 VERT. N/A
 DESIGN/APPR.
 DRAWN BY BO
 DATE 09/30/03



HURST & ASSOCIATES, INC
 CONSULTING ENGINEERS
 4999 Pearl East Circle, Suite 108
 Boulder, Colorado 80504 (303) 440-8665



3252946 01/13/2006 03:56P Weld County, CO
 23 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

A PARCEL OF LAND SITUATE IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION LIES N89°30'18"W, 2,543.60 FEET; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,108.21 FEET TO THE POINT OF BEGINNING;

THENCE S56°52'34"E, 304.45 FEET PARALLEL WITH AND 100.00 FEET DISTANT, SOUTHWESTERLY, FROM THE CENTERLINE OF THE BOULDER BRANCH OF THE MAIN TRACK OF THE UNION PACIFIC RAILROAD COMPANY, AS PRESENTLY CONSTRUCTED AND OPERATED;

THENCE CONTINUING PARALLEL WITH AND 100.00 FEET DISTANT, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID RAILROAD TRACK, 1,393.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,050.98 FEET, A CENTRAL ANGLE OF 75°57'37" AND A CHORD BEARING N85°08'37"E, 1,293.52 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609;

THENCE S00°17'05"E, 242.48 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TO A POINT TO BE REFERED TO AS POINT 'A';

THENCE S48°27'42"E, 140.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY:

163.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 09°05'11" AND A CHORD BEARING N46°04'54"E, 163.17 FEET;

THENCE ALONG THE WESTERLY LINE OF PARCEL TWO RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING THIRTY-ONE COURSES:

- 1) S03°28'48"W, 171.95 FEET;
- 2) 159.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°38'56" AND A CHORD BEARING S19°20'40"E, 155.16 FEET;
- 3) S42°10'08"E, 30.19 FEET;
- 4) S17°00'12"E, 33.62 FEET;
- 5) S14°50'03"W, 104.76 FEET;
- 6) S35°22'03"W, 39.41 FEET;
- 7) 172.94 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 52°09'02" AND A CHORD BEARING S09°17'33"W, 167.03 FEET;
- 8) S16°46'58"E, 4.70 FEET;
- 9) S19°21'43"W, 161.15 FEET;
- 10) S55°07'56"W, 14.48 FEET;
- 11) 384.97 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 122°32'21" AND A CHORD BEARING S06°08'15"E, 315.68 FEET;
- 12) S67°24'25"E, 20.67 FEET;
- 13) S30°10'38"E, 135.67 FEET;
- 14) S01°34'36"E, 189.63 FEET;
- 15) S19°11'18"E, 45.29 FEET;
- 16) S00°55'50"W, 156.54 FEET;
- 17) S38°05'34"W, 237.12 FEET;
- 18) S61°46'01"W, 33.50 FEET;
- 19) 347.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 79°40'38" AND A CHORD BEARING S21°55'43"W, 320.31 FEET;
- 20) S17°54'36"E, 45.62 FEET;
- 21) S03°20'24"E, 51.29 FEET;
- 22) 51.51 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 29°30'57" AND A CHORD BEARING S18°05'52"E, 50.95 FEET;
- 23) S32°51'21"E, 49.71 FEET;
- 24) S35°05'54"E, 189.18 FEET;
- 25) S00°03'41"W, 358.99 FEET;
- 26) 333.81 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 95°37'44" AND A CHORD BEARING S02°48'58"E, 296.39 FEET;
- 27) S04°17'16"E, 256.80 FEET;

(continued on page 2)

ORG: 01/20/03
 REV: 05/07/03

ERIE COMMONS LEGAL DESCRIPTION

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPR.

DRAWN BY BO

DATE 05/07/03

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HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

4668 Pearl East Circle, Suite 106
 Boulder, Colorado 80501 (303) 449-9106

SHEET 1 OF 4



3252946 01/13/2005 03:56P Weld County, CO
 24 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

(continued from page 1)

28) S13°39'10"E, 113.17 FEET;
 29) S89°54'59"E, 354.69 FEET;
 30) S53°22'35"E, 357.20 FEET;
 31) S63°53'29"E, 27.12 FEET;
 THENCE S00°25'02"E, 149.41 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;
 THENCE ALONG THE WESTERLY LINE OF PARCEL ONE RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING SEVEN COURSES:
 1) S75°11'35"W, 35.36 FEET;
 2) 355.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 107°09'41" AND A CHORD BEARING S21°36'45"W, 305.78 FEET;
 3) S31°58'06"E, 112.66 FEET;
 4) S00°25'02"E, 397.84 FEET;
 5) N74°46'43"W, 201.10 FEET;
 6) 321.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 92°11'31" AND A CHORD BEARING S59°07'31"W, 288.20 FEET;
 7) S13°01'46"W, 205.59 FEET;
 THENCE S89°56'56"W, 712.60 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19;
 THENCE S89°57'02"W, 1,267.09 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19;
 THENCE N00°33'50"W, 2,616.47 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 19;
 THENCE S89°46'26"E, 1.97 FEET;
 THENCE ALONG THE EASTERLY LINE OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:
 1) 94.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 15°57'12" AND A CHORD BEARING N22°39'50"W, 94.36 FEET;
 2) 29.56 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 84°40'19" AND A CHORD BEARING N11°41'44"E, 26.94 FEET;
 THENCE N35°58'07"W, 140.00 FEET;
 THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:
 1) 511.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 36°11'41" AND A CHORD BEARING S72°07'44"W, 503.22 FEET;
 2) N89°46'26"W, 651.49 FEET;
 THENCE N00°30'22"W, 2,582.61 FEET PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19;
 THENCE S89°30'18"E, 1,405.39 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM, THE FOLLOWING TWO PARCELS:

EXCEPTION ONE:

THE PORTION OF A PARCEL RECORDED 03/10/1992 AT RECEPTION NO. 2280470 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19;
 THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,469.64 FEET TO THE POINT OF BEGINNING;
 THENCE S03°35'48"W, 2,245.72 FEET;
 THENCE 242.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 5,679.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING S02°12'02"W, 242.84 FEET;
 THENCE S01°09'00"W, 63.08 FEET;
 THENCE 102.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 07°15'48" AND A CHORD BEARING S78°14'35"W, 102.61 FEET;

(continued on page 3)

ERIE COMMONS LEGAL DESCRIPTION

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPR.

DRAWN BY BO

DATE 05/07/03

FILE G:\202040\SURVEY\EXHIBITS\LEGALS-2



HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

4000 Pearl East Circle, Suite 106
 Boulder, Colorado 80501 (303) 440-8105

SHEET 2 OF 4



3252946 01/13/2005 03:56P Weld County, CO
 25 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

(continued from page 2)

THENCE N01°08'50"E, 86.00 FEET;
 THENCE 247.14 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 5,779.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING N02°12'31"E, 247.12 FEET;
 THENCE N03°35'48"E, 2,240.30 FEET;
 THENCE S89°30'18"E, 100.15 FEET TO THE POINT OF BEGINNING;

EXCEPTION TWO:

THE PORTION OF A PARCEL RECORDED 08/17/1998 AT RECEPTION NO. 2633609 DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT 'A';

THENCE S48°27'42"E, 140.00 FEET;
 THENCE 31.73 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING S40°39'21"W, 31.73 FEET;
 THENCE S39°46'24"W, 2,542.95 FEET;
 THENCE 236.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING S46°54'09"W, 235.80 FEET;
 THENCE N35°58'07"W, 140.00 FEET;
 THENCE 201.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING N46°54'09"E, 201.05 FEET;
 THENCE N39°46'24"E, 2,542.95 FEET;
 THENCE 36.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING N40°39'21"E, 36.04 FEET TO THE POINT OF BEGINNING.

NET ACREAGE OF PARCEL: 289.58 ACRES

ERIE COMMONS LEGAL DESCRIPTION

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPR.

DRAWN BY BO

DATE 05/07/03

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HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

6908 Pearl East Circle, Suite 106
 Boulder, Colorado 80504 (303) 440-8166

SHEET 3 OF 4



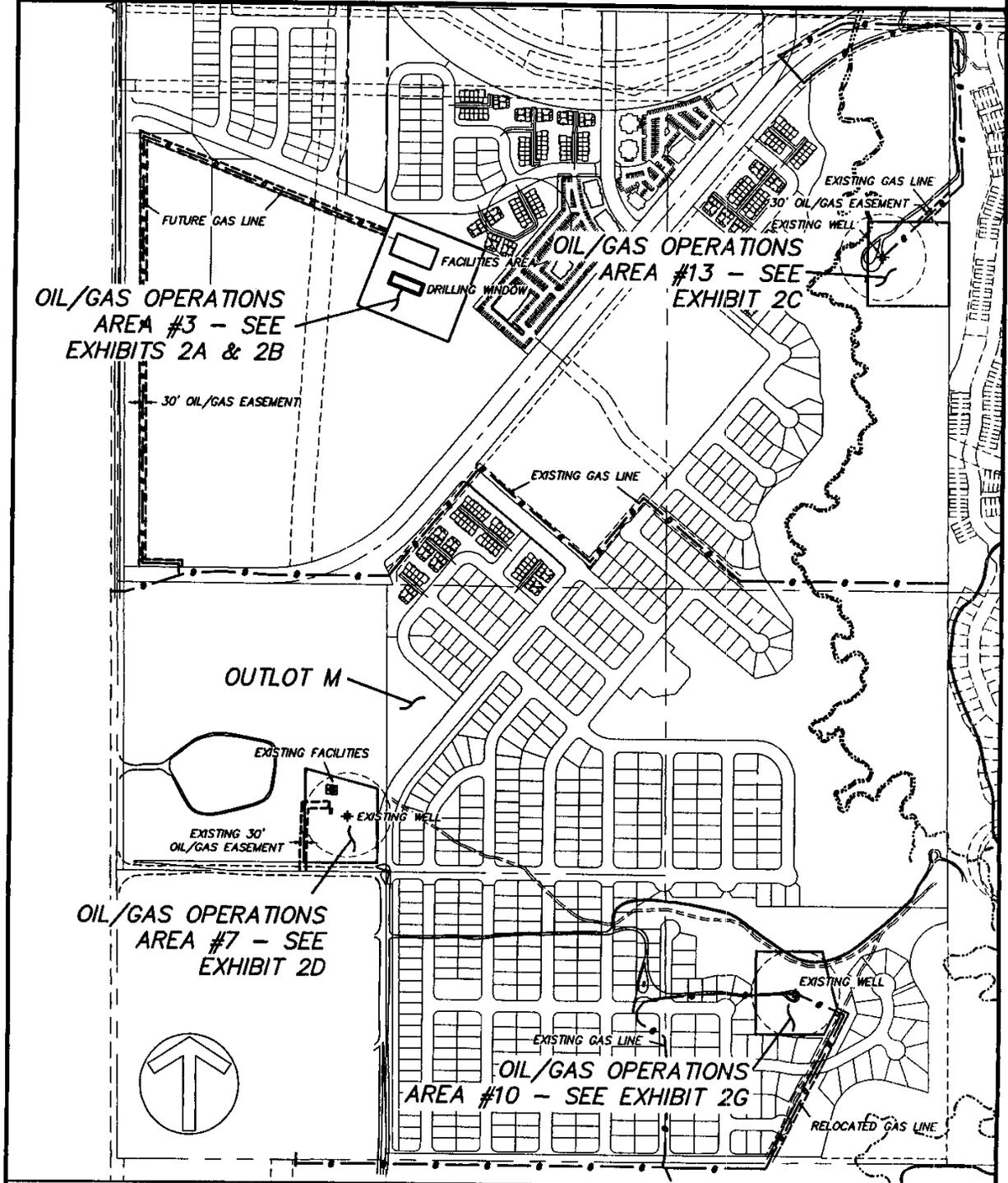
3252946 01/13/2006 03:56P Weld County, CO
26 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 2
to
Surface Use Agreement
dated December 15, 2004
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Eric Commons Investors, LLC

Oil and Gas Operations Areas

See attached survey pages depicting the Oil and Gas
Operations Areas and labeled as Exhibits 2, 2-A,
2-B (2 pages), 2-C, 2-D, 2-E, 2-F, 2-G, 2-H

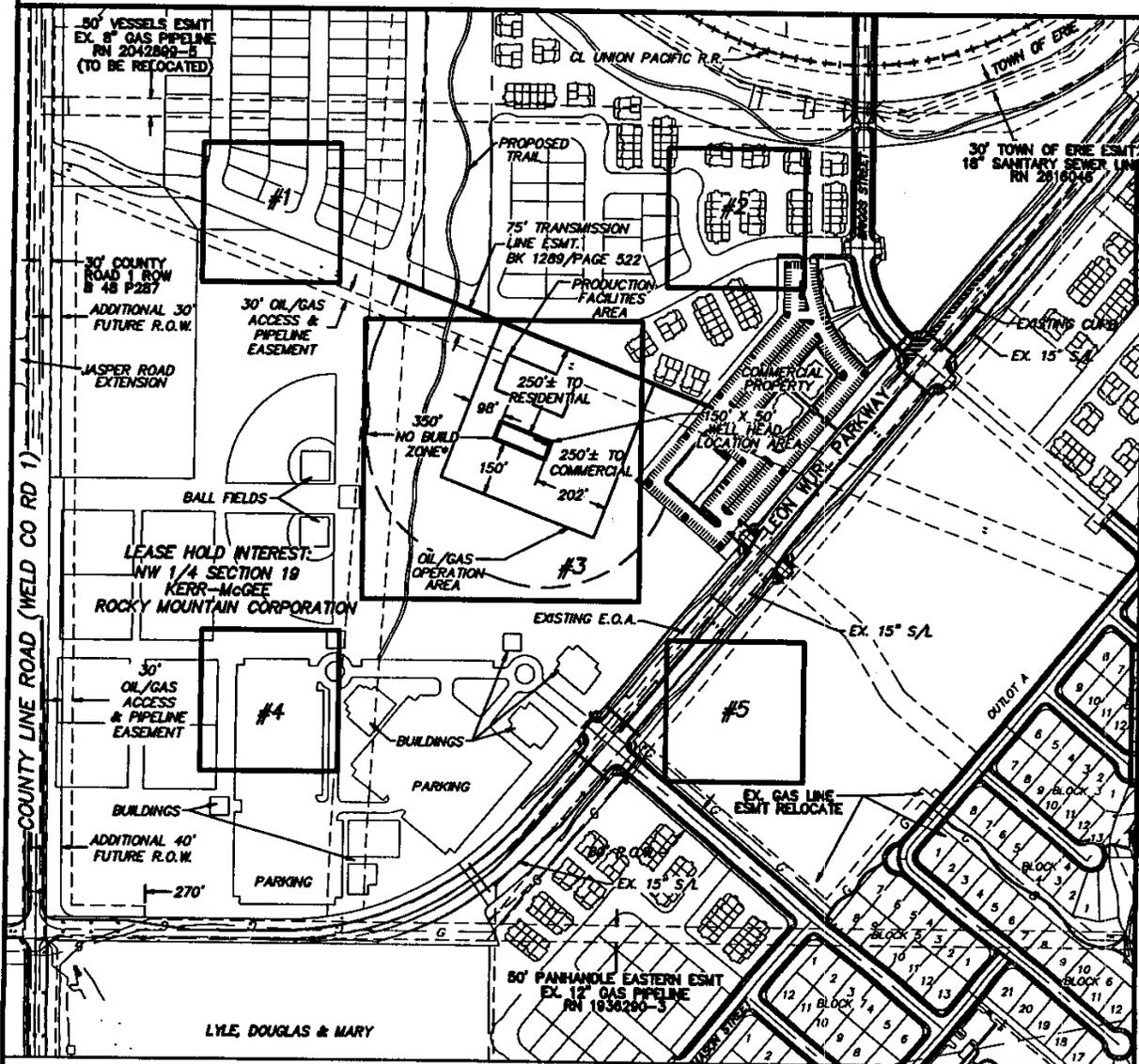
EXHIBIT 2



ERIE COMMONS

| | | |
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| SCALE | HOR. N/A VERT. N/A |  HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 4900 Pearl East Circle, Suite 100 Boulder, Colorado 80501 (303) 440-8105 |
| DESIGN/APPR. | | |
| DRAWN BY | BO | |
| DATE | 11/23/04 | |
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| SHEET 1 OF 1 | | |

EXHIBIT 2-A



NW 1/4 OF SECTION 19 T1N R68W

Windows 1, 2, 4 & 5 shall be directionally drilled from window 3 within the 150' x 50' well head location area oil & gas operations area as shown on Exhibit 2-B.

*** NOTE:**

ALL HIGH DENSITY AND DESIGNATED OUTDOOR ACTIVITY AREA DEVELOPMENT OF THE COMMUNITY PARK SHALL BE SETBACK OUTSIDE OF THE 350 FOOT NO BUILD ZONE FROM THE FUTURE OIL/GAS WELLS AND FACILITIES. THE TRAIL AS SHOWN WILL BE CONSTRUCTED WITHIN THE NO BUILD ZONE, BUT OUTSIDE THE OIL/GAS OPERATIONS AREA.

ERIE COMMONS
FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-A

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR. JJ
 DRAWN BY GLG
 DATE 10/01/04

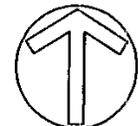
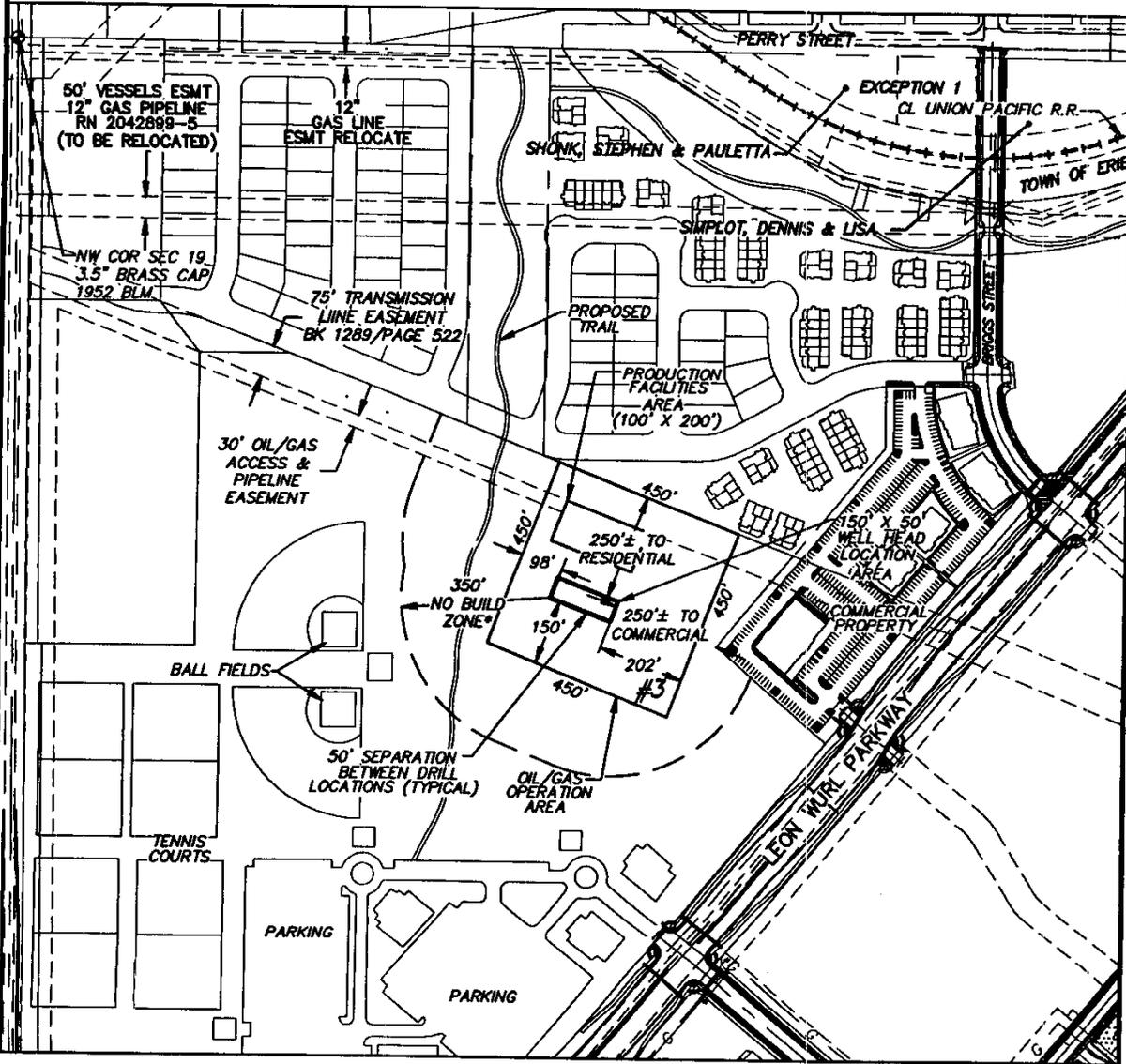


HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 6000 Pearl East Circle, Suite 906
 Boulder, Colorado 80521 (303) 440-9448



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 29 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 2-B



*** NOTE:**

ALL HIGH DENSITY AND DESIGNATED OUTDOOR ACTIVITY AREA DEVELOPMENT OF THE COMMUNITY PARK SHALL BE SETBACK OUTSIDE OF THE 350 FOOT NO BUILD ZONE FROM THE FUTURE OIL/GAS WELLS AND FACILITIES. THE TRAIL AS SHOWN WILL BE CONSTRUCTED WITHIN THE NO BUILD ZONE, BUT OUTSIDE THE OIL/GAS OPERATIONS AREA.

**ERIE COMMONS
 FILING NO. 1 & NO. 2
 WINDOW 3 OIL & GAS OPERATIONS AREA
 EXHIBIT 2-B**

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR. JJ
 DRAWN BY GLG
 DATE 10/01/04

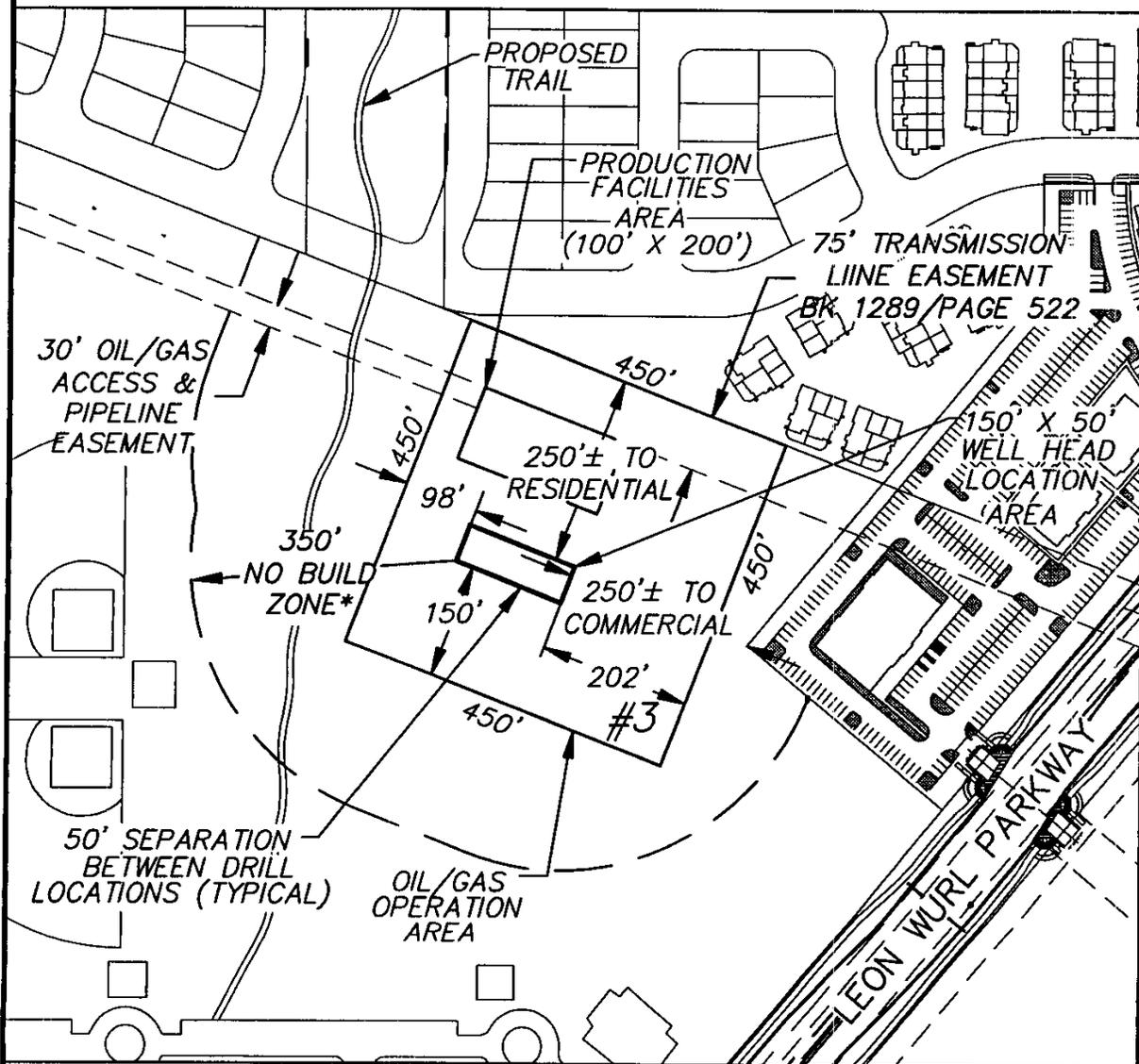


HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 6800 Pearl East Circle, Suite 100
 Boulder, Colorado 80502 (303) 440-3000



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 30 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 2-B



*** NOTE:**

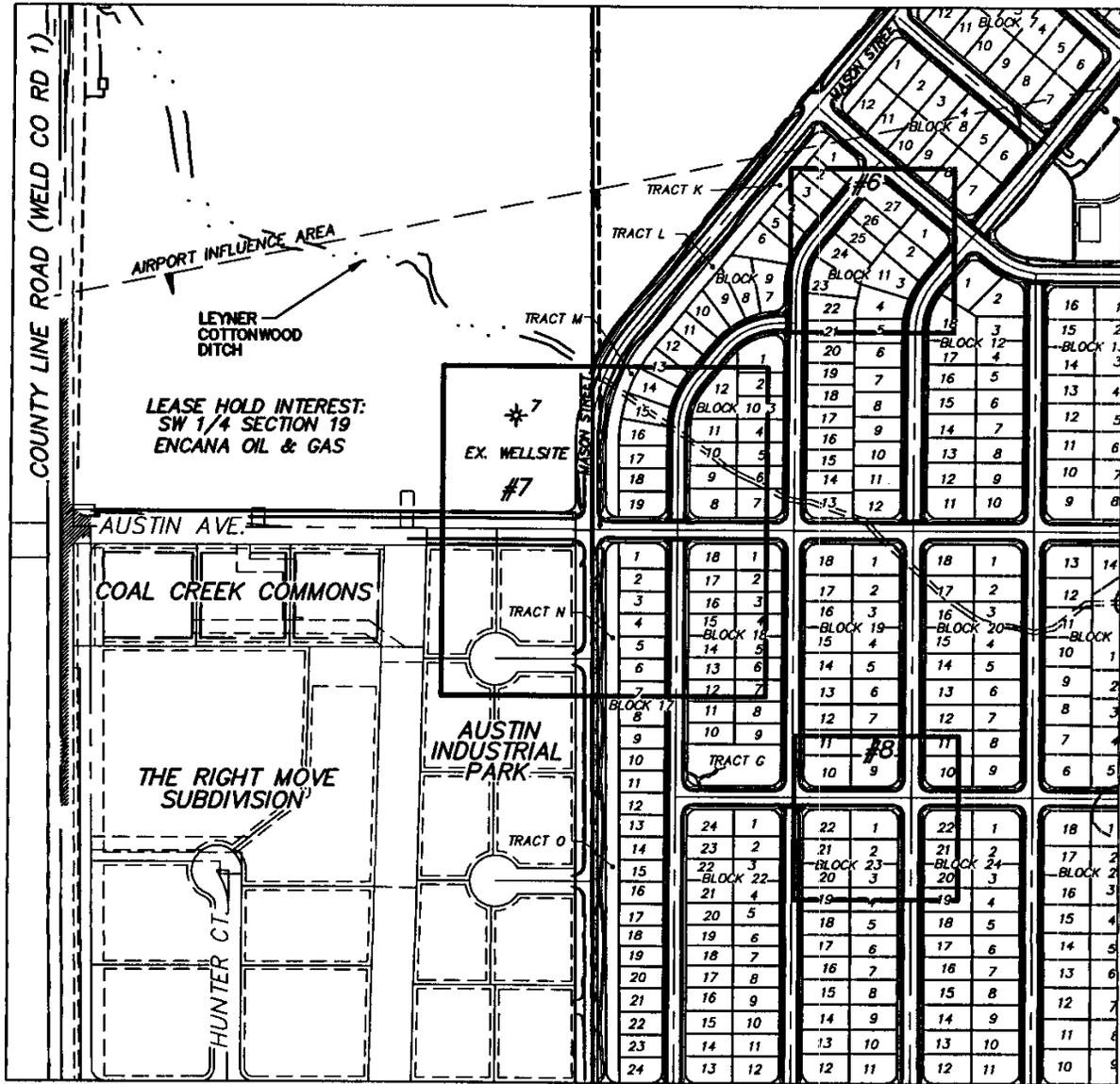
ALL HIGH DENSITY AND DESIGNATED OUTDOOR ACTIVITY AREA DEVELOPMENT OF THE COMMUNITY PARK SHALL BE SETBACK OUTSIDE OF THE 350 FOOT NO BUILD ZONE FROM THE FUTURE OIL/GAS WELLS AND FACILITIES. THE TRAIL AS SHOWN WILL BE CONSTRUCTED WITHIN THE NO BUILD ZONE, BUT OUTSIDE THE OIL/GAS OPERATIONS AREA.

**ERIE COMMONS
 FILING NO. 1 & NO. 2
 WINDOW 3 OIL & GAS OPERATIONS AREA
 EXHIBIT 2-B**

| | | | |
|-----------|-------------------|--|---|
| SCALE | HORN/A VERTN/A | | HURST & ASSOCIATES, INC CONSULTING ENGINEERS 4000 Pearl East Circle, Suite 100 Boulder, Colorado 80503 (303) 441-9800 |
| DESIGN | JJ | | |
| DRAWN | GLG | | |
| FILE NAME | 10/01/04 | | |



EXHIBIT 2-D



E 1/2 OF THE SW 1/4 OF SECTION 19 T1N R68W

ALTERNATE A:

Window 6 and 8 shall be directionally drilled from window 7, adjacent to existing well #7 as shown on Exhibit 2-E.

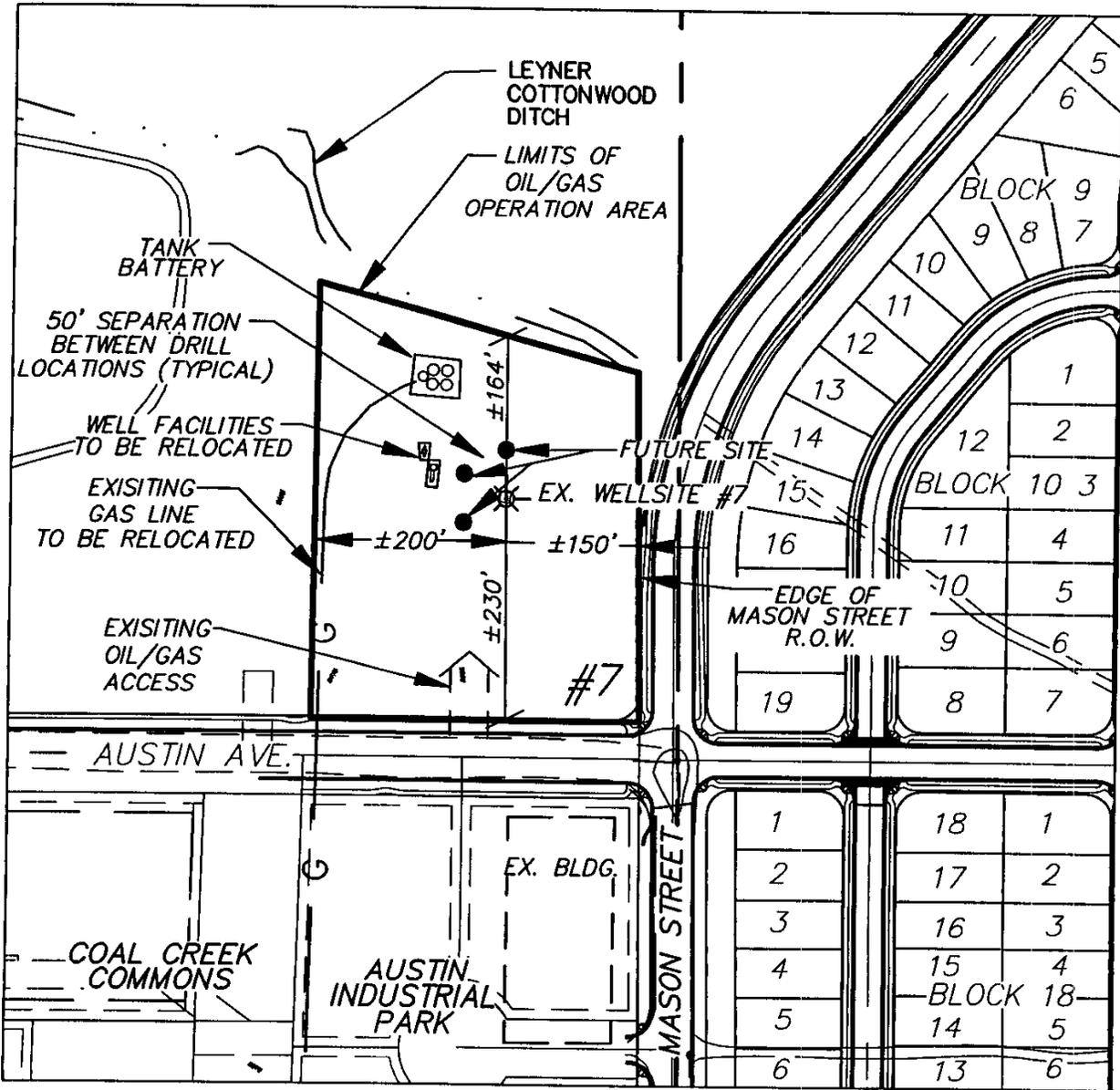
ALTERNATE B:

1. Window 6 shall be directionally drilled from the oil & gas operations area as shown on Exhibit 2-F.
2. Window 8 shall be directionally drilled from window 10 adjacent to the existing well.

ERIE COMMONS
FILING NO. 1 & NO. 2
ERIE COMMONS SURFACE USE AGREEMENT
EXHIBIT 2-D

| | | |
|---|--|---|
| SCALE HOR. N/A VER. N/A | | HURST & ASSOCIATES, INC. |
| DESIGN/APPR. JI | | CONSULTING ENGINEERS |
| DRAWN BY GLC | | 4000 Pearl East Circle, Suite 106 Boulder, Colorado 80501 (303) 440-0065 |
| DATE 5/11/04 | | |
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EXHIBIT 2-E



ALTERNATE A:

Window 6 and 8 shall be directionally drilled from window 7, adjacent to existing well #7 as shown on this sheet.

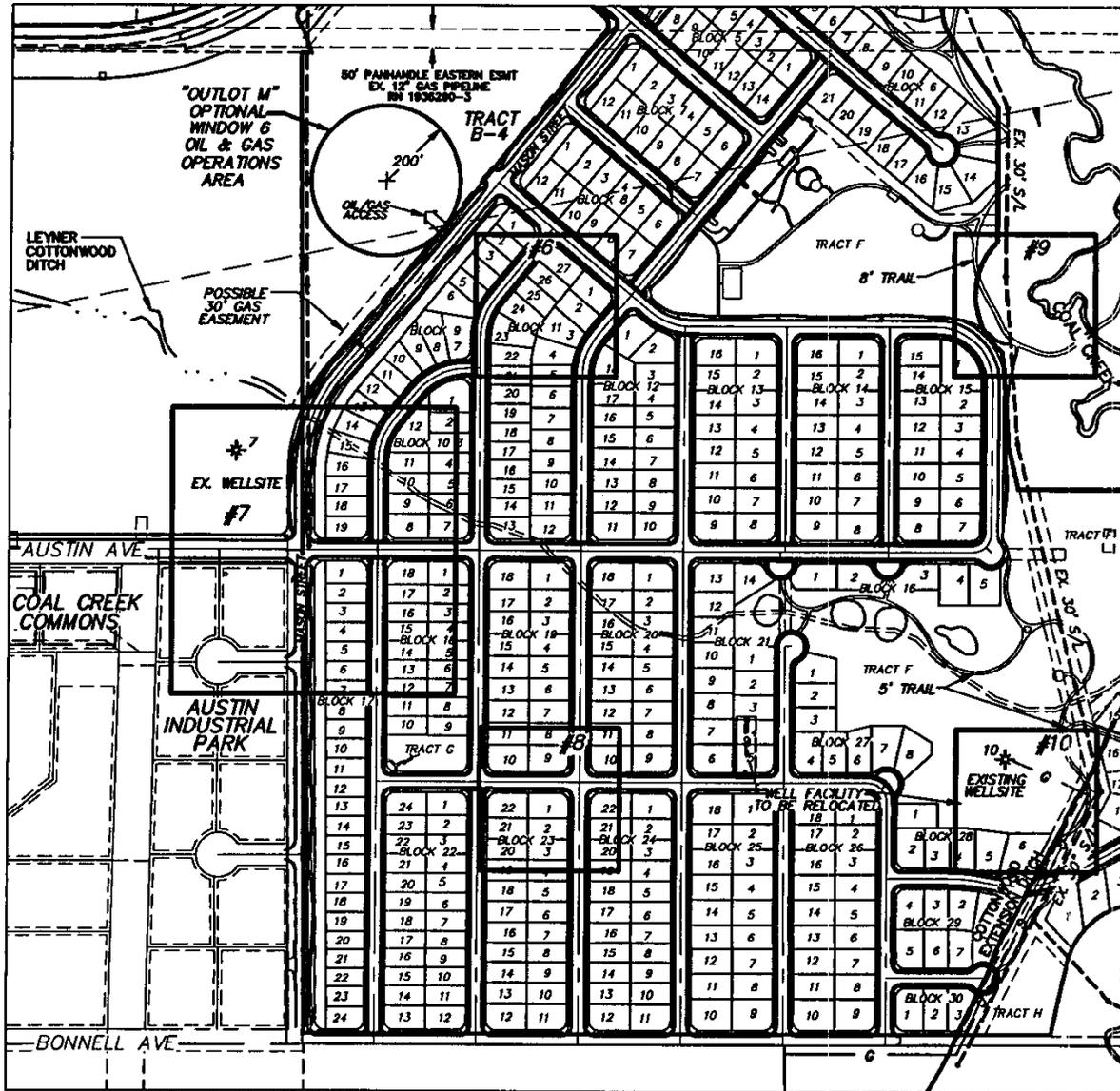
ERIE COMMONS
 FILING NO. 1 & NO. 2
 ERIE COMMONS SURFACE USE AGREEMENT
 EXHIBIT 2-E

| | | |
|--------------|---------------------------------------|---|
| SCALE | HOR. N/A VERT. N/A |  HURST & ASSOCIATES, INC CONSULTING ENGINEERS 4000 Pearl East Circle, Suite 100 Boulder, Colorado 80504 (303) 440-8965 |
| DESIGN/APPR. | JJ | |
| DRAWN BY | GLG | |
| DATE | 5/11/04 | |
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 33 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder



EXHIBIT 2-F



ALTERNATE B:

Window 6 shall be directionally drilled from the oil & gas operations area as shown on Exhibit 2-E.
 Window 8 shall be directionally drilled from window 10 adjacent to the existing well.

ERIE COMMONS
FILING NO. 1 & NO. 2
WINDOW 6 OIL & GAS OPERATIONS AREA
EXHIBIT 2-F

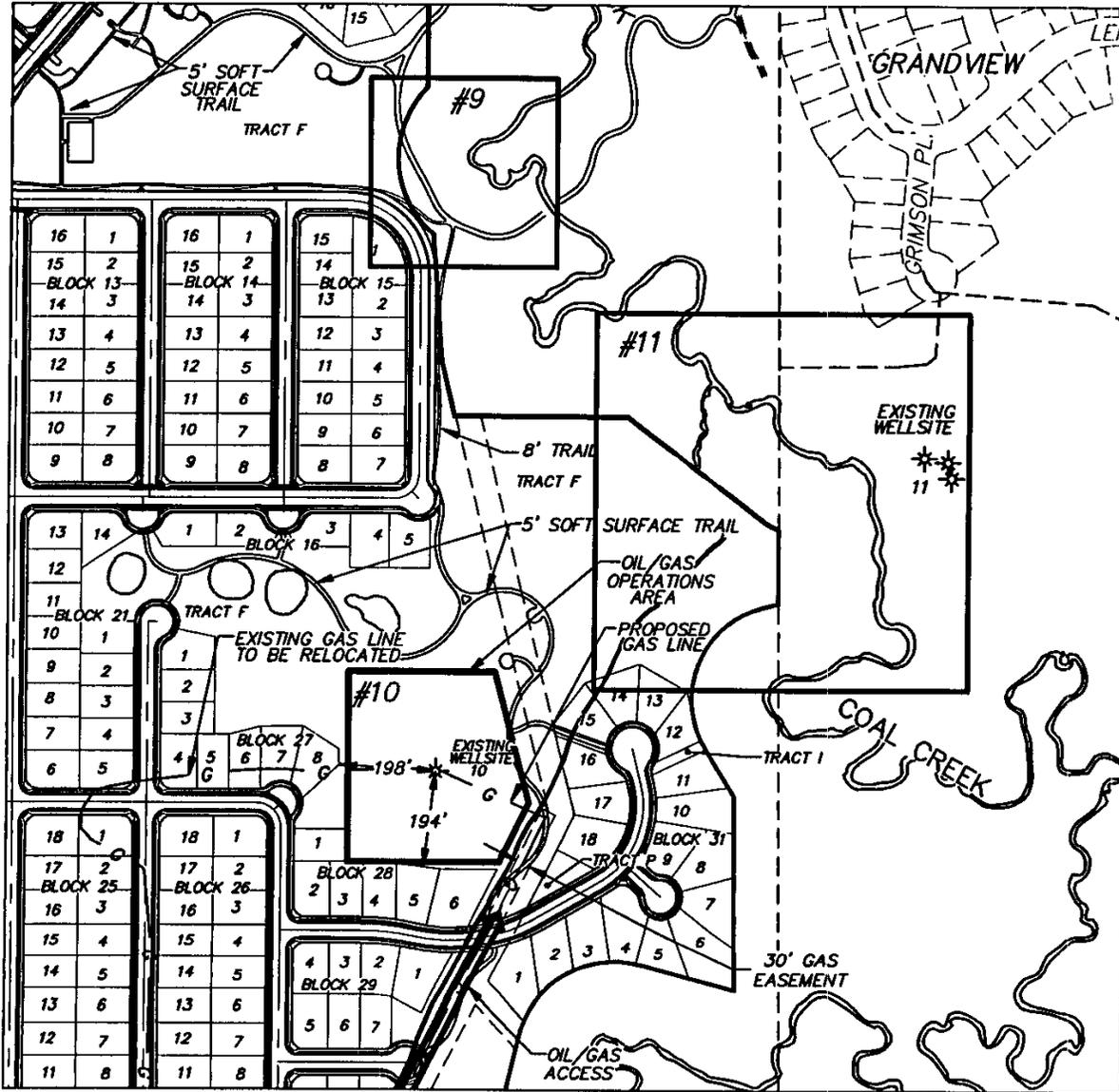
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| SCALE HOR. N/A VERT. N/A | HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 4000 Pearl East Circle, Suite 308 Boulder, Colorado 80501 (303) 440-9445 |
| DESIGN/APPR. JJ | |
| DRAWN BY GLG | |
| DATE 5/11/04 | |
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SHEET 1 OF 1



3252946 01/13/2005 03:56P Weld County, CO
 35 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 2-G



W 1/2 OF THE SE 1/4 OF SECTION 19 T1N R68W

Window 9 will be directionally drilled from window 11, therefore window 9 shall be eliminated. Well # 10 shall remain within window 10 as shown.

ERIE COMMONS
FILING NO. 1 & NO. 2
ERIE COMMONS SURFACE USE AGREEMENT
EXHIBIT 2-G

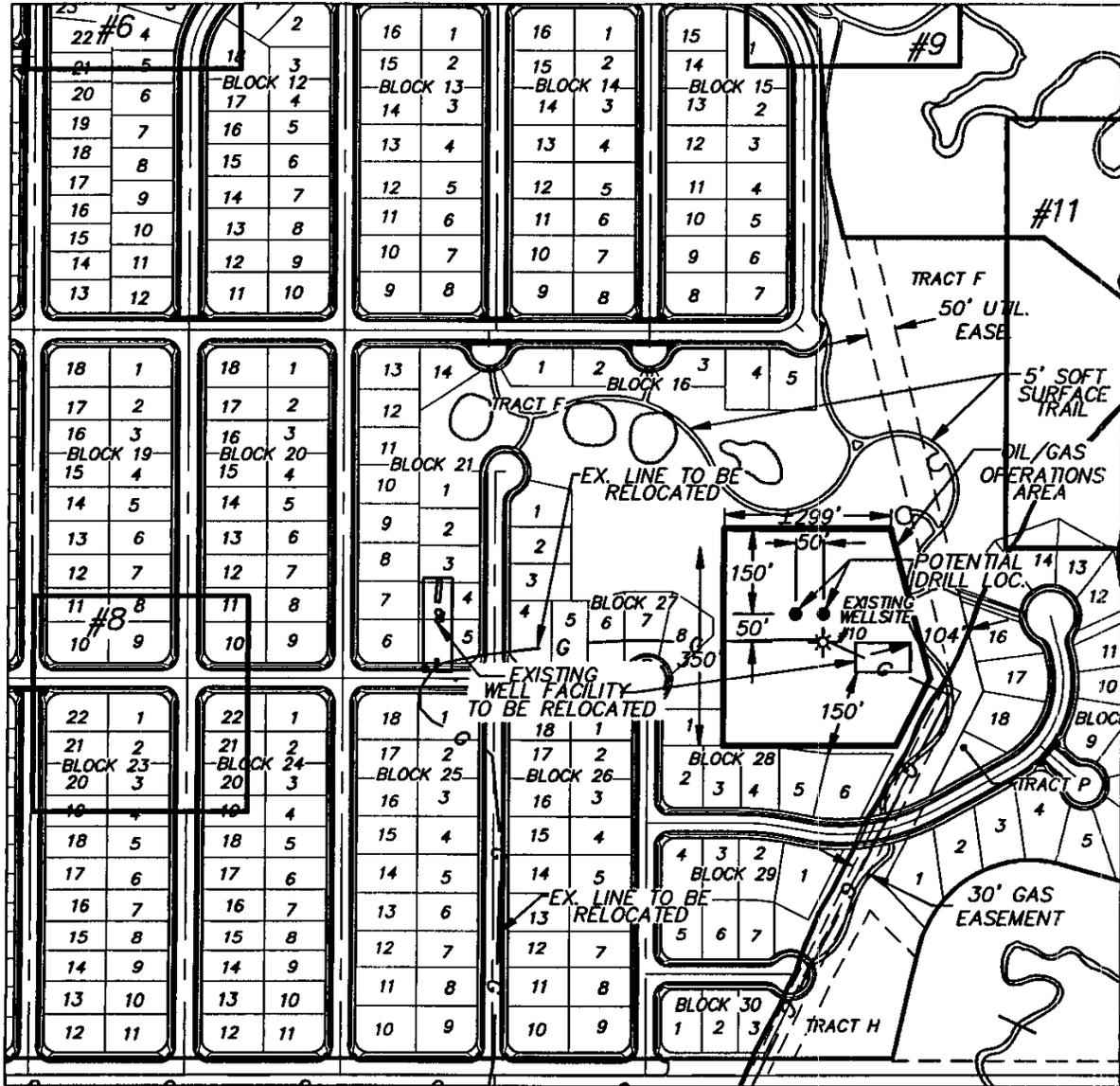
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| SCALE HOR. N/A VERT. N/A DESIGN/APPR. JJ DRAWN BY GLG DATE 5/11/04 FILE G:\202040\SURVEY\EXHIBITS\040-EXHIBIT2-G | HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 4800 Pearl East Circle, Suite 300 Boulder, Colorado 80501 (303) 440-9965 |
|---|--|

SHEET 1 OF 1



3252946 01/13/2005 03:56P Weld County, CO
 36 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 2-H



ALTERNATE B:

1. Window 6 shall be directionally drilled from the oil & gas operations area as shown on Exhibit 2-F.
2. Window 8 shall be directionally drilled from window 10 adjacent to the existing well.

ERIE COMMONS
FILING NO. 1 & NO. 2
WELLSITE FACILITIES RELOCATION
EXHIBIT 2-H

| | | | |
|--------------|--|--|---|
| SCALE | HOR. N/A VERT. N/A | | HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 4800 Pearl East Circle, Suite 500 Denver, Colorado 80241 (303) 440-8181 |
| DESIGN/APPR. | JJ | | |
| DRAWN BY | GLG | | |
| DATE | 5/11/04 | | |
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SHEET 1 OF 1



3252946 01/13/2005 03:56P Weld County, CO
37 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 3

to

Surface Use Agreement

dated December 15, 2004

**between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC**

Consent and Surface Use Agreement

See attached copy of Consent and Surface Use Agreement between and among
Anadarko E&P Company LP, Anadarko Land Corp., EnCana Energy Resources, Inc.
and Erie Commercial, LLC
(18 pages)

3252946 01/13/2006 03:56P Weld County, CO
38 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT

CONSENT AND SURFACE USE AGREEMENT

THIS CONSENT AND SURFACE USE AGREEMENT ("Agreement") is made and entered into this ____ day of December, 2004, by and among ANADARKO E&P COMPANY LP, formerly known as RME Petroleum Company and Union Pacific Resources Company, and ANADARKO LAND CORP., formerly known as RME Land Corp. and Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330, and ENCANA ENERGY RESOURCES INC. ("EnCana") with an address of 950 Seventeenth Street, Suite 2600, Denver, Colorado 80202 (the Anadarko Entities and EnCana are sometimes referred to hereinafter together as the "Oil Companies"); and ERIE COMMERCIAL LLC ("Surface Owner") with an address of 720 Austin Avenue, Ste. 200, Erie, Colorado 80516.

A. Surface Owner owns the surface estate for property located in Weld County, Colorado, within the NW/4SW/4 of Section 19, Township 1 North, Range 68 West, which property is more particularly described in Exhibit 1 to this Agreement and is hereinafter referred to as the "Property."

B. EnCana currently operates the Vessels Minerals "E" #1 well on the Property (the "Existing Well") and has equipment and facilities located on the Property as well as flowlines extending onto the Property within the area identified on the attached Exhibit 2 as Oil and Gas Operations Area number 7 ("Oil and Gas Operations Area"), all as reflected on Exhibit 2.

C. EnCana operates the Existing Well pursuant to a lease dated May 1, 1992 from Norma Jean Freedman, as lessor, to Freedman Oil & Gas Company, as lessee, and recorded on May 11, 1992 in Book 1335, Reception No. 2287501, in the Office of the Clerk and Recorder for Weld County.

D. The mineral interests for the Property are owned by EnCana to the extent of eighty-seven and one half percent (87 1/2%) and by Norma Jean Freedman to the extent of twelve and one half percent (12 1/2%).

E. The Anadarko Entities own the oil, gas and associated liquid hydrocarbons that underlie all or portions of the E/2SW/4, NW/4 and the W/2E/2 of Section 19, Township 1 North, Range 68 West ("Anadarko Mineral Interest Property") and have granted oil and gas leases for such property, interests in some such parcels having been assigned to EnCana.

F. EnCana and the Anadarko Entities intend to enter into a Surface Use Agreement with Erie Commons Investors, LLC ("Erie Commons SUA") pursuant to which they agree to relinquish their rights to drill certain oil and gas wells using vertical surface locations located on the Anadarko Mineral Interest Property and to drill such locations directionally from within the Oil and Gas Operations Area.

G. Surface Owner is aware of the provisions in the Erie Commons SUA with respect to drilling directional oil and gas wells within the Oil and Gas Operations Area and hereby

3252946 01/13/2005 03:56P Weld County, CO
39 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

acknowledges the receipt of consideration from Erie Commons Investors, LLC ("Erie Commons") for their agreements included in this Agreement.

H. The Oil Companies and Surface Owner desire to enter into an agreement whereby Surface Owner agrees, acknowledges and consents to allow the Oil Companies to drill oil and gas wells directionally from the Oil and Gas Operations Area to bottomhole locations outside the Property, and agrees to the location of additional equipment and facilities within the Oil and Gas Operations Area, and the location of additional pipelines and flowlines on the Property, all as described hereinafter.

I. EnCana and Surface Owner desire to enter into an agreement whereby Surface Owner may request that, instead of drilling a vertical well in the legal drilling window in the NW/4SW4 of the Property, EnCana drill a well directionally within the Oil and Gas Operations Area to a bottom hole location in the NW/4SW/4.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Oil and Gas Operations Area.

A. Surface Owner agrees that the Oil Companies may locate additional wells, including wells directionally drilled to bottomhole locations outside the Property, within the boundary of the area identified as "Site For Future Well Locations" on Exhibit 2, and Oil Companies may locate additional facilities, within the Oil and Gas Operations Area. The size and configuration of the Oil and Gas Operations Area shall be as reflected on Exhibit 2.

B. Surface Owner shall not construct or install any permanent or temporary building, structure or other improvement within the Oil and Gas Operations Area. The Oil and Gas Operations Area shall be for the exclusive use of oil and gas drilling, exploration, production and operations and the location of associated oil field exploration and production equipment and facilities, including tanks, separators, dehydrators, compressors, flowlines and meters and also any other associated oilfield equipment necessary or convenient for the operation and production of oil, gas and associated liquid hydrocarbons.

C. With respect to the legal drilling window in the NW/4SW/4 of the Property, Surface Owner may request in writing that EnCana drill a well directionally within the Oil and Gas Operations Area to a bottom hole location in the NW/4SW/4, and EnCana agrees to do so, provided that; i) the drilling of such well will not result in the violation of any rules or regulations of the COGCC or any local jurisdiction which, EnCana believes at this time, is the case; and ii) Surface Owner pays EnCana an amount that is equivalent to the difference between drilling the well vertically in the NW/4SW/4 and drilling it directionally from within the Oil and Gas Operations Area, as well as all other costs and expenses to drill the well directionally and to obtain permits from the COGCC and any local jurisdiction. In the event that EnCana intends to drill a well in the NW/4SW/4 prior to receiving a written request from Surface Owner, EnCana shall notify Surface Owner of its intention in writing, and Surface Owner shall have fifteen days to notify EnCana in writing that it elects to have EnCana drill the well as a directional well from

a location within the Oil and Gas Operations Area. EnCana shall drill the well as a directional well; provided that, the well and Surface Owner comply with i) and ii) herein. EnCana and Surface Owner shall in such a case amend this Agreement to reflect the further agreement of EnCana and Surface Owner with respect to such directional well.

2. Access to Oil and Gas Operations Area. Access to the Oil and Gas Operations Area shall be at the current access as identified on Exhibit 2. Access may be changed in the future by mutual agreement of the parties or their successors in interest; provided however, all costs and expenses of such relocations shall be borne by Surface Owner.

3. Pipeline Easements.

A. Pipelines, Flowlines and Pipeline Easements. The location of the existing flowline on the Property is shown on Exhibit 2. The Oil Companies may locate on the Property additional flowlines and/or pipelines to service future wells unless Surface Owner elects the optional directional well provision provided in 1. C., in which case EnCana shall confine location of additional flowlines and/or pipelines within the Oil and Gas Operations Area. Surface Owner shall grant the Oil Companies written pipeline easements (for production from the Property and other lands) upon the request of the Oil Companies and at no cost to them.

B. Relocation of Flowlines, Pipelines and Easements. Locations of flowlines, pipelines and easements may be changed by mutual agreement of Surface Owner and the Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by Surface Owner.

C. Width and Grant of Flowline and Pipeline Easements. Flowline and pipeline easements (both are referred to in this section as "pipeline easements") shall be nonexclusive and shall be thirty (30) feet in width for all operations; provided, however, the center of each pipeline easement shall be at least 75 feet on either side from all ignition sources unless Surface Owner agrees to reimburse the Oil Company for costs to sleeve the pipe. The pipeline easements shall be for the use of pipelines for oil and gas production and operations; provided, however, the Oil Companies may install one or more pipelines within the same easement, and further provided that, upon written notice to the Oil Company, Surface Owner shall be entitled to reserve the right to cross such easements at a right angle and to install and maintain access to such easements for (i) utility lines, including those for water, gas, sewer, electric, telephone, cable, television and fiber optic; and (ii) other purposes with the permission of the Oil Companies, which permission shall not be unreasonably withheld; provided, however, any new underground facilities which travel along or within a pipeline easement shall be located at a distance horizontally of at least ten (10) feet from parallel existing oil and gas pipelines, and such facilities shall have at least twenty-four (24) inches of vertical clearance between the new facility and an oil and gas pipeline provided for herein, and any overhead power lines shall be at least twenty (20) feet above the ground.



3252946 01/13/2005 03:56P Weld County, CO
41 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

D. Minimum Ground Cover to be Maintained. Surface Owner shall maintain a minimum ground cover of 48 inches and not more than 72 inches over pipelines and flowlines in the conduct of their operations and their activities on the Property.

4. Notice of Commencement of Surface Construction and Drilling Activities. The Oil Companies shall give notice to Surface Owner of proposed drilling activities on the Property in accordance with the rules and regulations of the COGCC, but in no event less than ten (10) days advance notice.

5. Acknowledgement of Surface Damage Payments. Surface Owner hereby acknowledges that it has received payment for all surface damages for use by the Oil Companies of the Oil and Gas Operations Area and for all wells to be drilled within the Oil and Gas Operations Area and also for associated oil and gas drilling and production equipment, access and flowline and pipeline easements. The Oil Companies may provide a copy of this Agreement to the COGCC or to any local jurisdiction, person or entity or any court of law as evidence of such payments. The term "surface damage payments" as used herein shall be given the meaning commonly used in the oil and gas industry.

6. Waiver of Setbacks and Other Requirements. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this section 6 in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction.

7. Payment of Relocation Costs. Surface Owner shall give advance written notice to the Oil Companies at least thirty (30) days prior to the time that Surface Owner wishes an Oil Company to relocate an access road or pipeline pursuant to sections 2 or 3. The applicable Oil Company shall thereafter provide Surface Owner with an estimate of the costs for the relocation. Surface Owner shall pay the full amount of the estimate of relocation costs to the Oil Company within ten (10) days from the date it receives the estimate. Upon receipt of the estimate of costs by Surface Owner, the Oil Company will as soon as is practicable and within a reasonable time commence the relocation of the applicable access road or pipeline, install the same in a good and workmanlike manner, and diligently pursue such relocation work to completion. Upon completion of the relocation, the Oil Company shall give Surface Owner a full accounting of the costs and expenses of the relocation. If the amount of such costs exceeds the amount of the estimate, Surface Owner shall pay the Oil Company the amount of the shortfall within ten (10) days from the receipt of the accounting. If the amount of such costs is less than the amount of the estimate, the Oil Company shall reimburse the difference to Surface Owner at the time it provides its accounting to Surface Owner.

8. Governmental Proceedings.

A. Surface Owner agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waives any such right to object. Surface Owner further agrees that it shall provide such other written approvals and waivers which are reasonably requested and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirement from a surface property line or for an exception location.

B. The Oil Companies agree that they will not object in any forum to a request by Surface Owner to zone, rezone, plat or replat all or any portion on the Property to the extent such request is consistent with this Agreement; provided, however, the Oil Companies shall not be required to incur any expenses in connections with such request.

9. Impact Mitigation.

A. Oil Company Mitigation. The Oil Companies agree that they shall install and maintain at their sole cost and expense such fences, gates and locks around the wells and production facilities as are required by the COGCC. To the extent required by law or regulation, the Oil Companies shall bear the costs of environmental or hazardous materials cleanup, remediation or mitigation for their individual operations on the Property.

B. Surface Owner Mitigation. Except as provided in section 9.A., Surface Owner shall bear all costs and expenses to install such noise and visual impact mitigation measures it desires or the Town of Erie or Weld County or other local jurisdiction requires at or around the Oil and Gas Operations Area which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density; provided, however, the Oil Companies shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

10. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by an Oil Company against the other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between the Oil Companies. The liability of the Oil Companies to perform any obligation or to comply with any agreement hereunder or to comply with any state or local rule or regulation is individual and several and not joint or collective. The agreements herein of a particular Oil Company apply only to the extent of the oil and gas interests in the Property that are now owned or that may be owned in the future by that Oil Company. This Agreement does not create a joint venture or partnership between or among any of the Oil Companies. The Anadarko entities shall in no event be liable for the acts or omissions of their lessees, assignees of such lessees or farmoutees or the subcontractors of any of them.

11. EnCana Consent as Mineral Owner. EnCana, in its capacity as an owner of the mineral estate for the Property, hereby consents to the use of the Property by the Anadarko Entities in



3252946 01/13/2005 03:56P Weld County, CO
43 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

accordance with this Agreement, such consent to be effective at such time as the lease dated February 10, 1988 recorded in Book 1214 at Reception No. 02160408 ("EnCana Lease") is cancelled, terminates or otherwise expires.

12. Freedman Consent as Mineral Owner. EnCana has obtained written consent from Norma Jean Freedman ("Freedman") as an owner of the mineral estate for the Property to the use of the Property by the Anadarko Entities, which consent is attached to this Agreement as Exhibit 3. The consent of Freedman is a condition precedent to the agreements of the Anadarko Entities in this Agreement and in the Erie Commons SUA.

13. Erie Commons Acknowledgement. Erie Commons Investors, LLC by signing this Agreement in the place provided, acknowledges the benefits that it derives by the parties entering into this Agreement and the terms included in it.

14. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Area, except as specifically provided in this Agreement.

15. Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing by any of (i) personal delivery; (ii) expedited delivery service with proof of delivery; (iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or (iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Surface Owner: Erie Commercial LLC
Attn: Philip D. Irwin
720 Austin Avenue, Ste. 200
Erie, Colorado 80516

Anadarko Entities: Anadarko E&P Company LP
c/o Anadarko Petroleum Corporation
Attention: Land Manager—Western Region/CBM
Post Office Box 1330
Houston, Texas 77251-1330

EnCana: EnCana Energy Resources Inc.
Attention: DJ Land Department
950 Seventeenth Street, Suite 2600
Denver, Colorado 80202

Any party may, by written notice as provided in this section, change the address of the individual to which delivery of notices shall be made thereafter.

16. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the



3252946 01/13/2005 03:56P Weld County, CO
44 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns. This Agreement and all of the covenants in it shall be covenants running with the land.

17. Recording. The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County within fifteen days after it is executed by all of the parties and provide evidence to Surface Owner of the recording.

18. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

19. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

20. Incorporation by Reference. Exhibits 1, 2 and 3 are incorporated into this Agreement by reference.

21. Entire Agreement. This Agreement sets forth the entire understanding among the parties and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

22. Counterpart Executions. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

ENCANA ENERGY RESOURCES INC.

ANADARKO E&P COMPANY LP

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

3252946 01/13/2005 03:56P Weld County, CO
45 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ERIE COMMERCIAL LLC

ANADARKO LAND CORP.

By: _____
Philip D. Irwin, Manager

By: _____
Name: _____
Its: _____

Acknowledged and understood this ____ day of December, 2004

ERIE COMMONS INVESTORS

By: _____
Name: _____
Its: _____



3252946 01/13/2005 03:56P Weld County, CO
46 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by _____, as _____ for
ANADARKO E&P COMPANY LP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by _____, as _____ for
ANADARKO LAND CORP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3252946 01/13/2005 03:56P Weld County, CO
47 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by _____, as _____ for
ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2004, by Philip D. Irwin, as Manager of ERIE COMMERCIAL LLC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3252946 01/13/2005 03:56P Weld County, CO
48 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 1

to

Consent and Surface Use Agreement

dated _____

**between and among Anadarko Land Corp., Anadarko E&P Company LP,
EnCana Energy Resources Inc. and Erie Commercial, LLC**

Legal Description

See attached legal description.


3252946 01/13/2005 03:56P Weld County, CO
49 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

**THE NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE
68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,
EXCEPT THAT PORTION CONVEYED AT RECEPTION NO. 2999889.**



3252946 01/13/2005 03:56P Weld County, CO
50 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 2

to

Consent and Surface Use Agreement

dated _____

**between and among Anadarko Land Corp., Anadarko E&P Company LP,
EnCana Energy Resources Inc. and Erie Commercial, LLC**

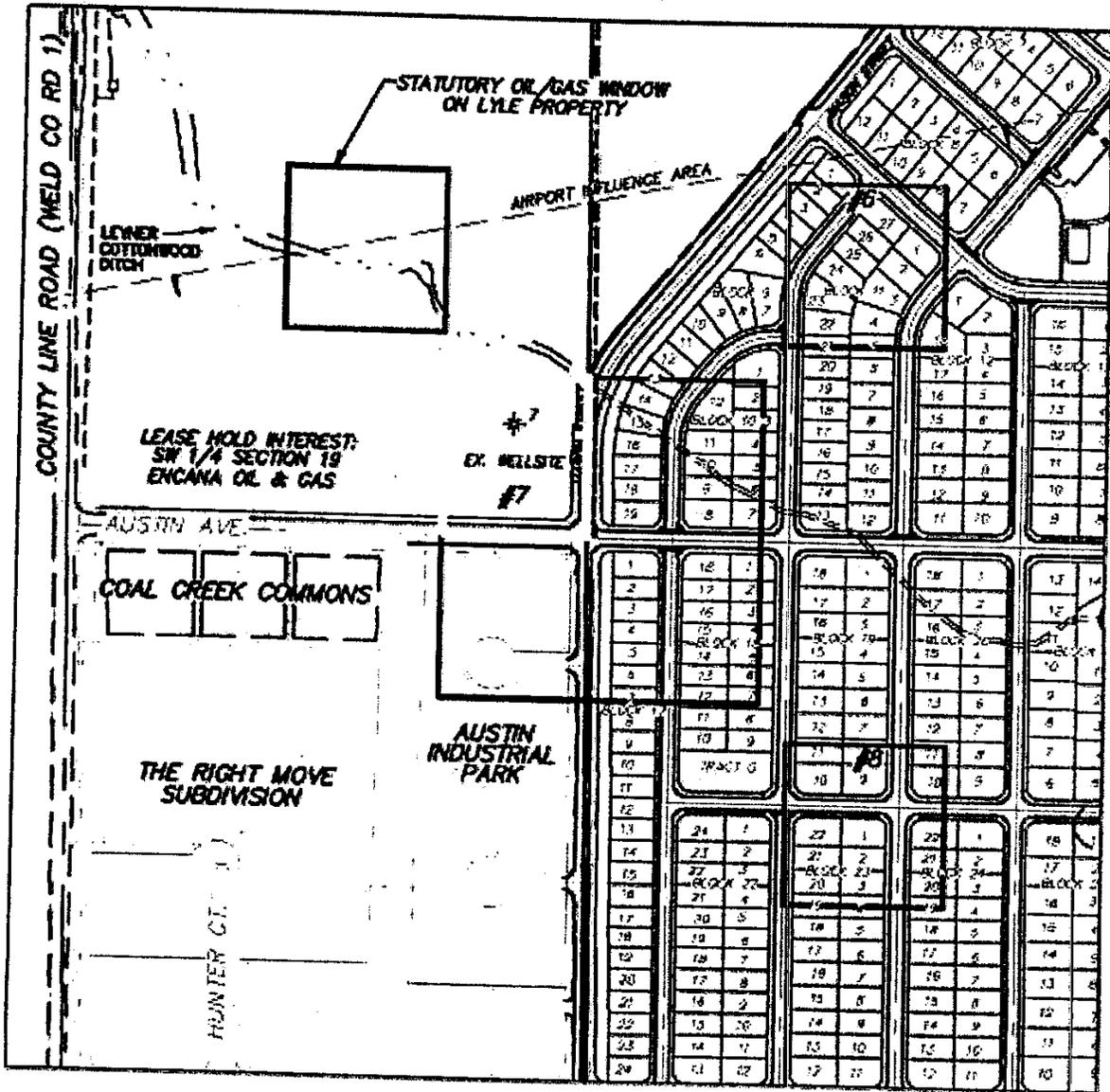
Oil and Gas Operations Area

See attached survey pages depicting the Oil and Gas Operations Area.
(2 pages)



3252946 01/13/2005 03:56P Weld County, CO
 51 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT I



SW/4 OF SECTION 19, T1N R68W

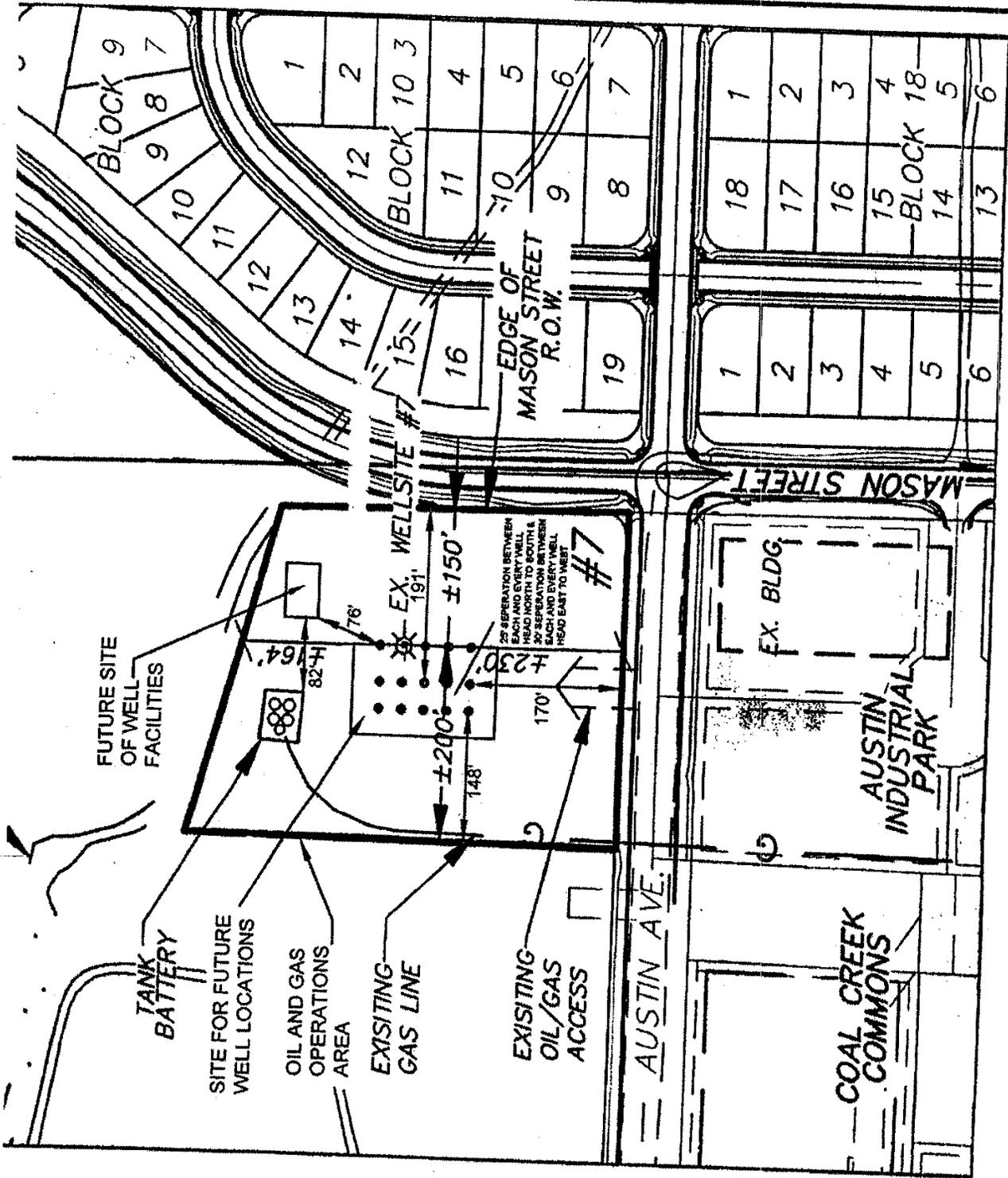
Window 6 and 8 And the Stationary Oil/Gas Window on Lyle Property shall be directionally drilled from window 7, adjacent to existing well #7 as shown on page 2 of this exhibit.

ERIE COMMONS
 FILING NO. 1 & NO. 2

| | |
|--|---|
| SCALE: HOR. N/A VERT. N/A | HURST & ASSOCIATES, INC. CONSULTING ENGINEERS 605 Pearl St. Dr., Suite 205 Boulder, Colorado 80502 (303) 440-8900 |
| DESIGN/DATE: JJ | |
| DRAWN BY: OLG | |
| DATE: 8/6/04 | |
| FILE # 200405 SURVEY COUNTY ROAD EXHIBIT-1 | |



3252946 01/13/2005 03:56P Weld County, CO
 52 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder





3252946 01/13/2005 03:56P Weld County, CO
53 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 3

to

Consent and Surface Use Agreement

dated _____

**between and among Anadarko Land Corp., Anadarko E&P Company LP,
EnCana Energy Resources Inc. and Erie Commercial, LLC**

Form of Consent

See attached letter from EnCana Energy Resources Inc. to
Mrs. Norma Jean Freedman.
(2 pages)



3252946 01/13/2005 03:56P Weld County, CO
54 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EnCana Energy Resources Inc.
950 17th Street tel: (303) 623-2300
Suite 2600 fax: (303) 623-2400
Denver CO USA 80202
www.encana.com

September 27, 2004

Mrs. Norma Jean Freedman
25 S. Forest Street
Denver, CO 80246

Re: SW/4 Section 19, T1N-R68W
Weld County, Colorado

Dear Mrs. Freedman,

EnCana Energy Resources Inc., Anadarko E&P Company LP and Anadarko Land Corp. are entering into an agreement with the owner of the surface of the land in the SE/4 NW/4 SW/4 of Section 19, Township 1 North, Range 68 West as depicted on the attached Exhibit 1 (the "Property"). The agreement permits EnCana and Anadarko to drill directional wells from the surface of the Property to bottomhole at locations anywhere in the SW/4 to access and develop minerals owned by you, EnCana and Anadarko including the mineral estate in the E/2 SW/4 which is scheduled for residential development.

Your mineral interest is limited to the W/2 SW/4 and is subject to a lease dated May 1, 1992 from you to Freedman Oil & Gas Company (the "Lease"), recorded on May 11, 1992 in Book 1335 at Reception No. 2287501 in Weld County. EnCana is the successor in interest to the Lease and currently operates the Vessels Minerals "E" #1 well ("Well") on the Property. The well is producing from the J Sand, Codell and Niobrara formations spaced on a 160-acre unit comprised of the SW/4. At that point in time in the future when production from all wells unitized under terms of the Lease ceases and the Lease terminates, Anadarko and EnCana will retain the right to drill additional surface locations from the Property to access our mineral interests in the SW/4. However, Anadarko's mineral interest is limited to the E/2SW, and to access a bottomhole location in the E/2 SW/4, a wellbore by necessity would traverse through the minerals in the W/2 SW/4. EnCana, in its capacity as an owner of a mineral interest in the Property, has consented to the use of the Property by Anadarko to access its mineral interest in the E/2 SW/4.

This letter is to request that you, as a mineral owner in the W/2 SW/4, also consent to the use of the Property by Anadarko to access the minerals in the E/2 SW/4. If you are agreeable to granting Anadarko such right of access, please so indicate by signing and returning one original of this letter to me at the address listed below.



3252946 01/13/2005 03:56P Weld County, CO
55 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Norma Jean Freedman
Page Two

Should you have any questions or concerns regarding the intent or permission granted through this letter, please call me at 720-956-3612. EnCana sincerely appreciates your time and consideration to this request.

Very truly yours,

Lois A. Hall
Land Negotiator

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2004.

Norma Jean Freedman.

ENCANA.

EnCana Oil & Gas (USA) Inc.



3252946 01/13/2005 03:56P Weld County, CO
56 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 4
to
Surface Use Agreement
dated December 15, 2004
between and among Anadarko E&P Company LP, Anadarko Land Corp.,
Kerr-McGee Rocky Mountain Corporation, EnCana Energy Resources Inc.
and Erie Commons Investors, LLC

Consent and Waiver

See attached copy of Consent and Waiver dated December 15, 2004 between and among the Town of Erie, Erie Commons Investors, LLC, Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky Mountain Corporation and EnCana Energy Resources Inc. (the "Consent Agreement") (20 pages)

Note: The referenced Exhibit 4-Consent and Waiver incorporates 4 exhibits. Exhibit No. 2 to the Consent and Waiver is this Surface Use Agreement which includes as one of its exhibits the Consent and Waiver. The attached Exhibit 4 does not include the within Surface Use Agreement document or the exhibits attached thereto.

CONSENT AND WAIVER

THIS CONSENT AND WAIVER (“Agreement”) is made and entered into this 15th day of December, 2004 by and among the TOWN OF ERIE (“Town”), a municipal corporation of the State of Colorado; ERIE COMMONS INVESTORS, LLC (“ECI”) with an address of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302; ANADARKO LAND CORP. and ANADARKO E&P COMPANY LP (together the “Anadarko Entities”), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; KERR-MCGEE ROCKY MOUNTAIN CORPORATION (“KMRMC”) with an address of 1999 Broadway, Suite 3600, Denver, Colorado 80202; and ENCANA ENERGY RESOURCES INC. (“EnCana”) with an address of 950 Seventeenth Street, Suite 2600, Denver, Colorado 80202 (the Anadarko Entities, KMRMC and EnCana are sometimes referred to hereinafter together as the “Oil Companies”).

A. ECI owns the surface estate for property located in the Town of Erie in Weld County, Colorado, within the W/2E/2; E/2SW/4 and the NW/4 of Section 19, Township 1 North, Range 68 West, which property is more particularly described in Exhibit 1 to this Agreement and is hereinafter referred to as the “Property.”

B. The Anadarko Entities own all of the oil and gas that underlies the Property, and either the Anadarko Entities, or their predecessors, have granted oil and gas leasehold rights in the Property, interests in which have been assigned to KMRMC and EnCana.

C. The KMRMC oil and gas leasehold interests are in the NW/4 of Section 19 within the Property.

D. The EnCana oil and gas leasehold interests are in the W/2E/2 and the E/2SW/4 of Section 19 within the Property.

E. The Oil Companies and ECI have entered into that certain Surface Use Agreement dated December 15, 2004 which applies to the Property and which sets forth the agreement of the parties for the locations for existing and future oil and gas wells on the Property (“Surface Use Agreement”) and a copy of which is attached to this Agreement as Exhibit 2.

F. ECI, or an affiliated entity, has transferred certain interests in the Property and intends to transfer certain other interests in the Property to the Town in which EnCana owns oil and gas leasehold interests, which property is more particularly described in Exhibit 3 (“EnCana Leasehold Property”).

G. EnCana operates a well on the EnCana Leasehold Property in the NW/4NE/4 and identified as the Coal Creek “C” Unit 1 (“EnCana Existing Well”).

H. ECI intends to transfer certain other interests in the Property to the Town in which KMRMC owns oil and gas leasehold interests, which property is more particularly described in Exhibit 4 (“KMRMC Leasehold Property”).

I. The purpose of this Agreement is for the Town to acknowledge and consent to the agreements reached by the Oil Companies and ECI for the EnCana Leasehold Property and the KMRMC Leasehold Property and to outline certain procedures with which the parties shall comply in the development of the properties for oil and gas exploration and production and for surface development.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. Town Consents to Terms and Provisions in the Surface Use Agreement.

The Town hereby acknowledges the terms and provisions included in the Surface Use Agreement for the location of existing and future oil and gas wells and oil and gas facilities on the EnCana Leasehold Property and the KMRMC Leasehold Property and consents to the agreements reached by the parties in the Surface Use Agreement.

2. KMRMC Leasehold Property.

A. The Town acknowledges and understands that KMRMC and the Anadarko Entities, as applicable, have oil and gas leasehold rights and oil and gas mineral interests and contractual rights in the KMRMC Leasehold Property pursuant to which they would have the right under current rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") to locate oil and gas wells in five drilling windows in the NW/4 of Section 19, and that the Anadarko Entities and KMRMC have agreed in the Surface Use Agreement to relinquish their rights to drill oil and gas wells in four such drilling windows and to instead drill all oil and gas wells with bottomhole locations in any part of the NW/4 from a single location in the NW/4 that is identified in Exhibit 2-A to the Surface Use Agreement as Oil and Gas Operations Area number 3 and which consists of an area that is a square that is 450 feet by 450 feet and includes a no-build zone of 350 feet from locations for future oil and gas wells and associated equipment and facilities and is further identified in Exhibit 4.

B. To the extent that its consent is required and as a successor to the terms, provisions and conditions in the Surface Use Agreement, the Town acknowledges and agrees to the rights of KMRMC and the Anadarko Entities to drill multiple oil and gas wells within Oil and Gas Operations Area number 3 which have bottomhole locations anywhere within the NW/4 of Section 19.

C. KMRMC and the Anadarko Entities, as applicable, agree that, if the Town requests, they will work with the Town to move the location for Oil and Gas Operations Area number 3; provided that i) the location of the relocated Oil and Gas Operations Area continues to be entirely within the 800 foot by 800 foot drilling window identified in COGCC Rule 318A; ii) the geographical area for the Oil and Gas Operations Area shall be equal to or greater than the geographical area included in Oil and Gas Operations Area number 3; and iii) the Oil Companies will not incur costs or expenses in amounts greater than or in addition to the costs and expenses to directionally drill wells within Oil and Gas Operations Area number 3 for which they have

been reimbursed by ECI pursuant to the Letter Agreement among ECI and the Oil Companies dated the same date as the Surface Use Agreement.

3. EnCana Leasehold Property.

A. The Town acknowledges and understands that EnCana and the Anadarko Entities, as applicable, have oil and gas leasehold rights and oil and gas mineral interests and contractual rights in the EnCana Leasehold Property pursuant to which they would have the right under current rules and regulations of the COGCC to locate additional oil and gas wells in the drilling windows identified in COGCC Rule 318A in the NW/4NE/4 and the SW/4NE/4 in Section 19, and that the Anadarko Entities and EnCana have agreed in the Surface Use Agreement to relinquish their rights to drill oil and gas wells in the two drilling windows in the W/2NE/4 and to instead drill all oil and gas wells with bottomhole locations in any part of the W/2NE/4 from the location for the EnCana Existing Well that is identified in Exhibit 2-C to the Surface Use Agreement as Oil and Gas Operations Area number 13 and further described in Exhibit 3.

B. To the extent that its consent is required and as successor to the terms, provisions and conditions in the Surface Use Agreement, the Town acknowledges and agrees to the rights of EnCana and the Anadarko Entities to drill multiple oil and gas wells within Oil and Gas Operations Area number 13 which have bottomhole locations anywhere within the W/2NE/4 of Section 19.

4. Certain Impact Mitigation. The Oil Companies, as applicable, agree to reasonably cooperate with the Town if the Town requests that they install low profile tank batteries and paint such batteries and other facilities an earth color within the KMRMC Leasehold Property or the EnCana Leasehold Property; provided that such cooperation will not require the Oil Companies to violate COGCC requirements, and provided further, that they are reimbursed for costs and expenses which they incur which are in addition to what they would otherwise incur to comply with COGCC rules and regulations for areas which are not high density.

5. Waiver of Right to Object and Request Hearings.

A. The Town agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and the Surface Use Agreement, and hereby waives any such right to object. The Town further agrees that it will not request a hearing before the COGCC on any matter included in the Surface Use Agreement or in this Agreement with respect to the EnCana Leasehold Property and KMRMC Leasehold Property; provided that, the position of the Oil Companies is consistent with the Surface Use Agreement and this Agreement and the Oil Companies are not in substantial breach of the provisions in either agreement; provided, however, the Town does not waive any rights it has either as successor in interest to certain portions of the Property under the Surface Use Agreement or under this Agreement to enforce the provisions of the Surface Use Agreement or this Agreement through actions in the Weld County District Court or the COGCC.

B. The Town acknowledges that it is bound by all of the terms and provisions in the Surface Use Agreement with respect to the KMRMC Leasehold Property and the EnCana

3252946 01/13/2005 03:56P Weld County, CO
60 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Leasehold Property as a successor in title to the property, and the Town affirms and agrees to comply with the terms and provisions in the Surface Use Agreement with respect to the EnCana Leasehold Property and the KMRMC Leasehold Property.

6. Directional Drilling Costs as the Sole Responsibility of ECI. The parties all understand that ECI has agreed to make payments to the Oil Companies for certain costs and expenses associated with future well locations pursuant to the Surface Use Agreement and that certain Letter Agreement dated the same date as the Surface Use Agreement. The parties further understand that the payment of such amounts to the Oil Companies are and shall remain the sole responsibility and liability of ECI and that the Town shall in no event be liable for the payment of any such amounts.

7. Recording.

The Oil Companies shall record this Agreement with the Clerk and Recorder of Weld County within thirty (30) days after it is executed by all parties and provide evidence to ECI and the Town of the recording.

8. Incorporation by Reference.

Exhibits 1, 2, 3 and 4 are incorporated into this Agreement by this reference.

9. Counterpart Execution.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

ENCANA ENERGY RESOURCES INC.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



3252946 01/13/2005 03:56P Weld County, CO
61 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

KERR-McGEE ROCKY MOUNTAIN
CORPORATION

ANADARKO LAND CORP.

By: _____
Name: James P. Wason
Its: Attorney-in-Fact

By: _____
Name: _____
Its: _____

ERIE COMMONS INVESTORS, LLC

TOWN OF ERIE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



3252946 01/13/2005 03:56P Weld County, CO
62 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ for ANADARKO E&P COMPANY LP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ for ANADARKO LAND CORP.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3262946 01/13/2005 03:56P Weld County, CO
63 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by James P. Wason, as Attorney-in-Fact for KERR-McGEE ROCKY MOUNTAIN CORPORATION.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ for ENCANA ENERGY RESOURCES INC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3252946 01/13/2005 03:56P Weld County, CO
64 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for ERIE COMMONS INVESTORS, LLC.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ for TOWN OF ERIE.

My Commission expires: _____:

Witness my hand and official seal.

Notary Public



3252946 01/13/2005 03:56P Weld County, CO
65 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 1

to

Consent and Waiver

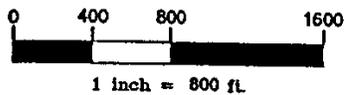
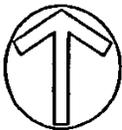
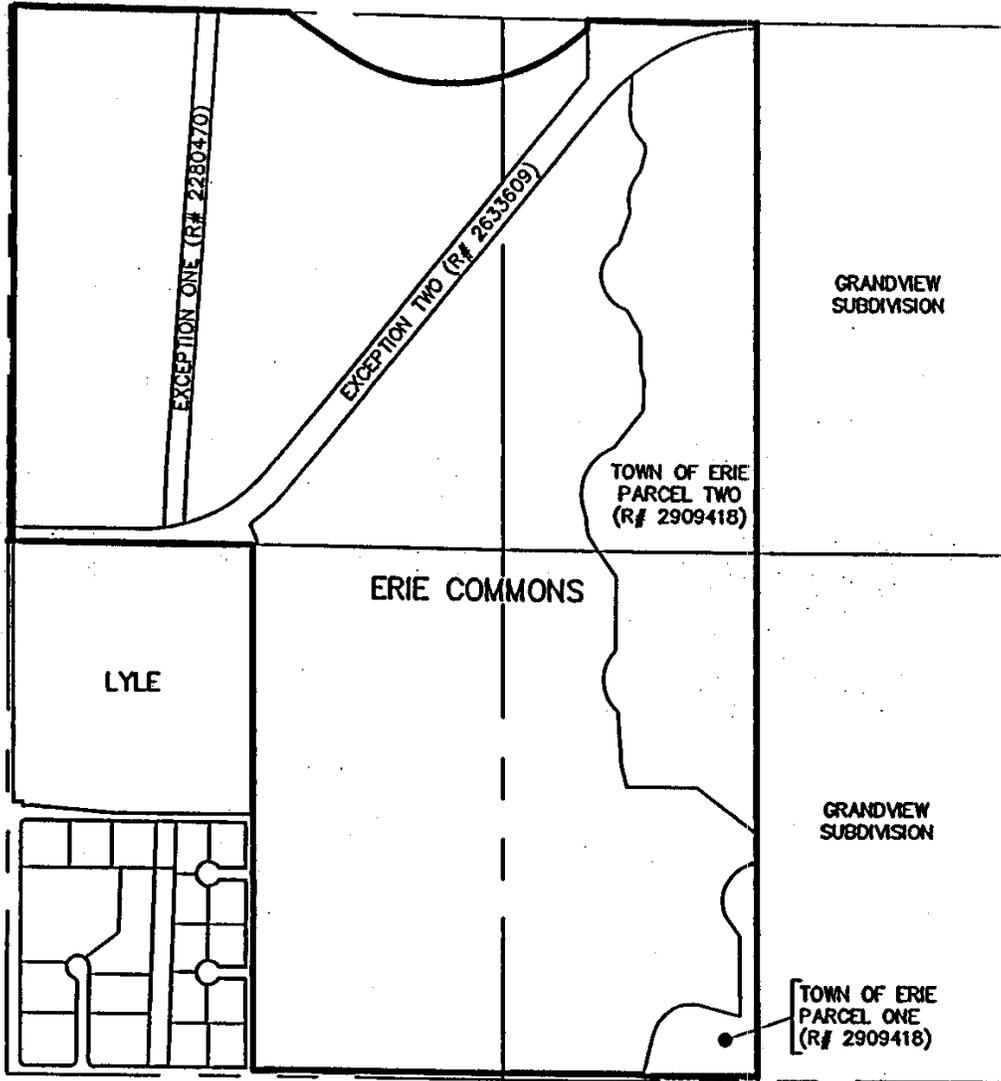
dated December 15, 2004

**between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.**

Legal Description

See attached legal description which includes a 1-page survey
and a 3-page metes and bounds legal description

EXHIBIT 1



NOTE:
 - PROPERTY INCLUDES BOTH THE AREA WITHIN THE LEGALS AS ATTACHED AND THE TOWN PROPERTIES AS REFERENCED BY THE RECORDATION NUMBERS.

ERIE COMMONS
 SEC. 19, T1N, R68W
 TOWN OF ERIE
 WELD COUNTY, COLORADO

SCALE HOR. 1"=800'
 VERT. N/A
 DESIGN/APP. _____
 DRAWN BY BD
 DATE 09/30/03



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4000 Ford East Circle, Suite 100
 Boulder, Colorado 80504 (303) 440-8800

FILE G:\202040\SURVEY\EXHIBITS\LEGALS-4 SHEET 1 OF 1



3252946 01/13/2005 03:56P Weld County, CO
 66 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder



3252946 01/13/2005 03:56P Weld County, CO
 67 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

A PARCEL OF LAND SITUATE IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION LIES N89°30'18"W, 2,543.60 FEET;
 THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,108.21 FEET TO THE POINT OF BEGINNING;
 THENCE S56°52'34"E, 304.45 FEET PARALLEL WITH AND 100.00 FEET DISTANT, SOUTHWESTERLY, FROM THE CENTERLINE OF THE BOULDER BRANCH OF THE MAIN TRACK OF THE UNION PACIFIC RAILROAD COMPANY, AS PRESENTLY CONSTRUCTED AND OPERATED;
 THENCE CONTINUING PARALLEL WITH AND 100.00 FEET DISTANT, MEASURED RADially, FROM THE CENTERLINE OF SAID RAILROAD TRACK, 1,393.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,050.98 FEET, A CENTRAL ANGLE OF 75°57'37" AND A CHORD BEARING N85°08'37"E, 1,293.52 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609;
 THENCE S00°17'05"E, 242.48 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TO A POINT TO BE REFERED TO AS POINT 'A';
 THENCE S48°27'42"E, 140.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL;
 THENCE ALONG SAID SOUTHEASTERLY BOUNDARY:
 163.35 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 09°05'11" AND A CHORD BEARING N46°04'54"E, 163.17 FEET;
 THENCE ALONG THE WESTERLY LINE OF PARCEL TWO RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING THIRTY-ONE COURSES:
 1) S03°28'48"W, 171.95 FEET;
 2) 159.34 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°38'56" AND A CHORD BEARING S19°20'40"E, 155.16 FEET;
 3) S42°10'08"E, 30.19 FEET;
 4) S17°00'12"E, 33.62 FEET;
 5) S14°50'03"W, 104.76 FEET;
 6) S35°22'03"W, 39.41 FEET;
 7) 172.94 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 52°09'02" AND A CHORD BEARING S09°17'33"W, 167.03 FEET;
 8) S16°46'58"E, 4.70 FEET;
 9) S19°21'43"W, 161.15 FEET;
 10) S55°07'56"W, 14.48 FEET;
 11) 384.97 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 122°32'21" AND A CHORD BEARING S06°08'15"E, 315.68 FEET;
 12) S67°24'25"E, 20.67 FEET;
 13) S30°10'38"E, 135.67 FEET;
 14) S01°34'36"E, 189.63 FEET;
 15) S19°11'18"E, 45.29 FEET;
 16) S00°55'50"W, 156.54 FEET;
 17) S38°05'34"W, 237.12 FEET;
 18) S61°46'01"W, 33.50 FEET;
 19) 347.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 79°40'38" AND A CHORD BEARING S21°55'43"W, 320.31 FEET;
 20) S17°54'36"E, 45.62 FEET;
 21) S03°20'24"E, 51.29 FEET;
 22) 51.51 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 29°30'57" AND A CHORD BEARING S18°05'52"E, 50.95 FEET;
 23) S32°51'21"E, 49.71 FEET;
 24) S35°05'54"E, 189.18 FEET;
 25) S00°03'41"W, 358.99 FEET;
 26) 333.81 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 95°37'44" AND A CHORD BEARING S02°48'58"E, 296.39 FEET;
 27) S04°17'16"E, 256.80 FEET;

(continued on page 2)

ORG: 01/20/03
 REV: 05/07/03

ERIE COMMONS LEGAL DESCRIPTION

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APP. _____
 DRAWN BY 80
 DATE 05/07/03
 FILE G:\202040\SURVEY\EXHIBITS\LEGALS-1



HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4000 Pearl East Circle, Suite 800
 Boulder, Colorado 80503 (303) 440-8865

SHEET 1 OF 4



3252946 01/13/2005 03:56P Weld County, CO
 68 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

(continued from page 1)

28) S13°39'10"E, 113.17 FEET;
 29) S89°54'59"E, 354.69 FEET;
 30) S53°22'35"E, 357.20 FEET;
 31) S63°53'29"E, 27.12 FEET;
 THENCE S00°25'02"E, 149.41 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;
 THENCE ALONG THE WESTERLY LINE OF PARCEL ONE RECORDED 12/17/2001 AT RECEPTION NO. 2909418 THE FOLLOWING SEVEN COURSES:
 1) S75°11'35"W, 35.36 FEET;
 2) 355.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 107°09'41" AND A CHORD BEARING S21°36'45"W, 305.78 FEET;
 3) S31°58'06"E, 112.66 FEET;
 4) S00°25'02"E, 397.84 FEET;
 5) N74°46'43"W, 201.10 FEET;
 6) 321.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 92°11'31" AND A CHORD BEARING S59°07'31"W, 288.20 FEET;
 7) S13°01'46"W, 205.59 FEET;
 THENCE S89°56'56"W, 712.60 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19;
 THENCE S89°57'02"W, 1,267.09 FEET PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19;
 THENCE N00°33'50"W, 2,616.47 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 19;
 THENCE S89°46'26"E, 1.97 FEET;
 THENCE ALONG THE EASTERLY LINE OF A PARCEL OF LAND RECORDED 08/17/1998 AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:
 1) 94.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 15°57'12" AND A CHORD BEARING N22°39'50"W, 94.36 FEET;
 2) 29.56 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 84°40'19" AND A CHORD BEARING N11°41'44"E, 26.94 FEET;
 THENCE N35°58'07"W, 140.00 FEET;
 THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2633609 THE FOLLOWING TWO COURSES:
 1) 511.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 36°11'41" AND A CHORD BEARING S72°07'44"W, 503.22 FEET;
 2) N89°46'26"W, 651.49 FEET;
 THENCE N00°30'22"W, 2,582.61 FEET PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19;
 THENCE S89°30'18"E, 1,405.39 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM, THE FOLLOWING TWO PARCELS:

EXCEPTION ONE:

THE PORTION OF A PARCEL RECORDED 03/10/1992 AT RECEPTION NO. 2280470 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 19;
 THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19 N89°30'18"W, 1,469.64 FEET TO THE POINT OF BEGINNING;
 THENCE S03°35'48"W, 2,245.72 FEET;
 THENCE 242.87 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 5,679.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING S02°12'02"W, 242.84 FEET;
 THENCE S01°09'00"W, 63.08 FEET;
 THENCE 102.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 07°15'48" AND A CHORD BEARING S78°14'35"W, 102.61 FEET;

(continued on page 3)

ERIE COMMONS LEGAL DESCRIPTION

SCALE: HOR. N/A
 VERT. N/A

DESIGN/APPR.

DRAWN BY: BO

DATE: 05/07/03

FILE G:\202040\SURVEY\EXHIBITS\LEGALS-2



HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

6000 Post East Circle, Suite 306
 Boulder, Colorado 80503 (303) 440-9401

SHEET 2 OF 4



3252946 01/13/2005 03:56P Weld County, CO
 69 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 1

(continued from page 2)

THENCE N01°08'50"E, 86.00 FEET;
 THENCE 247.14 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 5,779.65 FEET, A CENTRAL ANGLE OF 02°27'00" AND A CHORD BEARING N02°12'31"E, 247.12 FEET;
 THENCE N03°35'48"E, 2,240.30 FEET;
 THENCE S89°30'18"E, 100.15 FEET TO THE POINT OF BEGINNING;

EXCEPTION TWO:

THE PORTION OF A PARCEL RECORDED 08/17/1998 AT RECEPTION NO. 2633609 DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT 'A';

THENCE S48°27'42"E, 140.00 FEET;
 THENCE 31.73 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING S40°39'21"W, 31.73 FEET;
 THENCE S39°46'24"W, 2,542.95 FEET;
 THENCE 236.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING S46°54'09"W, 235.80 FEET;
 THENCE N35°58'07"W, 140.00 FEET;
 THENCE 201.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 14°15'29" AND A CHORD BEARING N46°54'09"E, 201.05 FEET;
 THENCE N39°46'24"E, 2,542.95 FEET;
 THENCE 36.04 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 01°45'54" AND A CHORD BEARING N40°39'21"E, 36.04 FEET TO THE POINT OF BEGINNING.

NET ACREAGE OF PARCEL: 289.58 ACRES

ERIE COMMONS LEGAL DESCRIPTION

SCALE HOR. N/A
 VERT. N/A

DESIGN/APPL.

DRAWN BY BO

DATE 05/07/03

FILE G:\202040\SURVEY\EXHIBITS\LEGALS-3 SHEET 3 OF 4



HURST & ASSOCIATES, INC.

CONSULTING ENGINEERS

6999 Pearl East Circle, Suite 100

Boiler, Colorado 80321 (303) 440-2100



3252946 01/13/2005 03:56P Weld County, CO
70 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 2

to

Consent and Waiver

dated December 15, 2004

**between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.**

Surface Use Agreement

Surface Use Agreement and exhibits are not included herein.



3252946 01/13/2005 03:56P Weld County, CO
71 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 3
to
Consent and Waiver
dated December 15, 2004
between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.

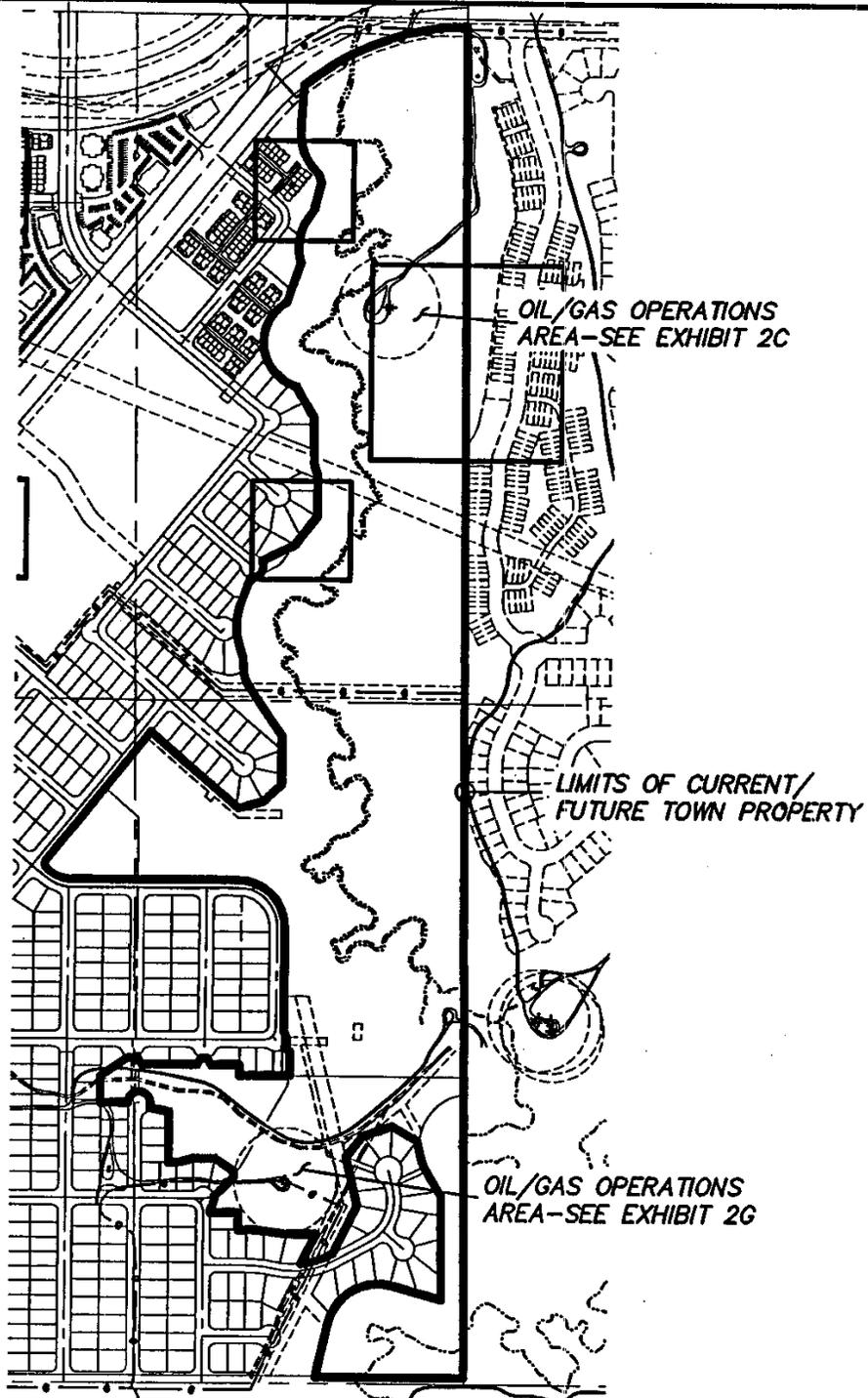
EnCana Leasehold Property

See attached survey titled Exhibit 3 / Erie Commons—Coal Creek Corridor
(2 pages)



3252946 01/13/2005 03:56P Weld County, CO
 72 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 3



ERIE COMMONS-COAL CREEK CORRIDOR

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR.
 DRAWN BY BO
 DATE 10/26/04
 FILE G:\2020\00\SURVEY\EXHIBITS\0&GOVERALL



HURST & ASSOCIATES, INC

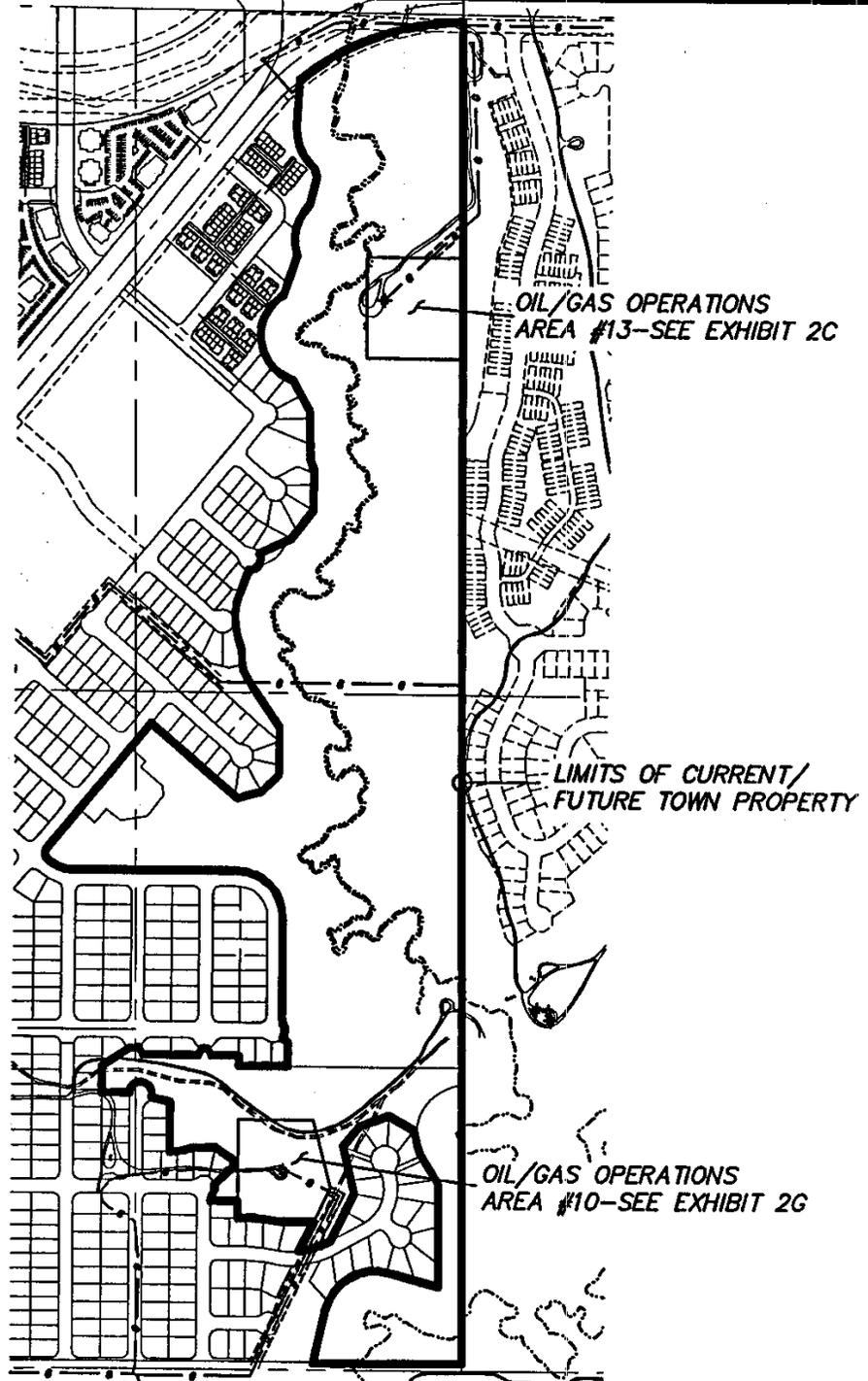
CONSULTING ENGINEERS
 4000 Pearl East Circle, Suite 108
 Boulder, Colorado 80501 (303) 440-8900

SHEET 1 OF 1



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 73 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 3



ERIE COMMONS-COAL CREEK CORRIDOR

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR.
 DRAWN BY BO
 DATE 11/04/04
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HURST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 8000 Pearl East Circle, Suite 100
 Boulder, Colorado 80501 (303) 449-9686

3252946 01/13/2005 03:56P Weld County, CO
74 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit 4
to
Consent and Waiver
dated December 15, 2004
between and among the Town of Erie, Erie Commons Investors, LLC,
Anadarko Land Corp., Anadarko E&P Company LP, Kerr-McGee Rocky
Mountain Corporation and EnCana Energy Resources Inc.

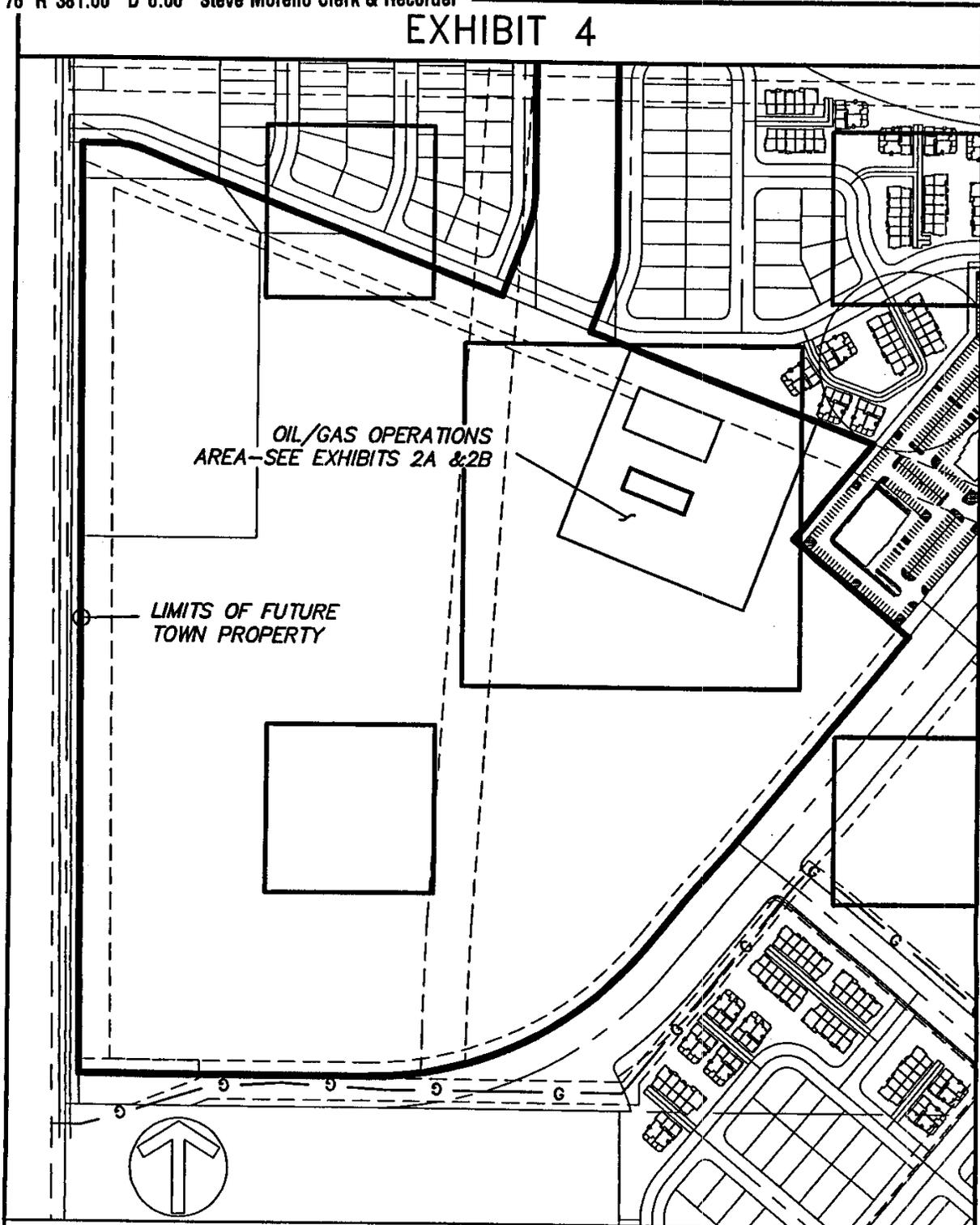
KMRMC Leasehold Property

See attached survey titled Exhibit 4 / Erie Commons—Community Center
(2 pages)



3252946 01/13/2005 03:56P Weld County, CO
 75 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 4



ERIE COMMONS—COMMUNITY CENTER

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR. _____
 DRAWN BY 80
 DATE 10/26/04
 FILE G:\202040\SURVEY\EXHIBITS\04&GENERAL

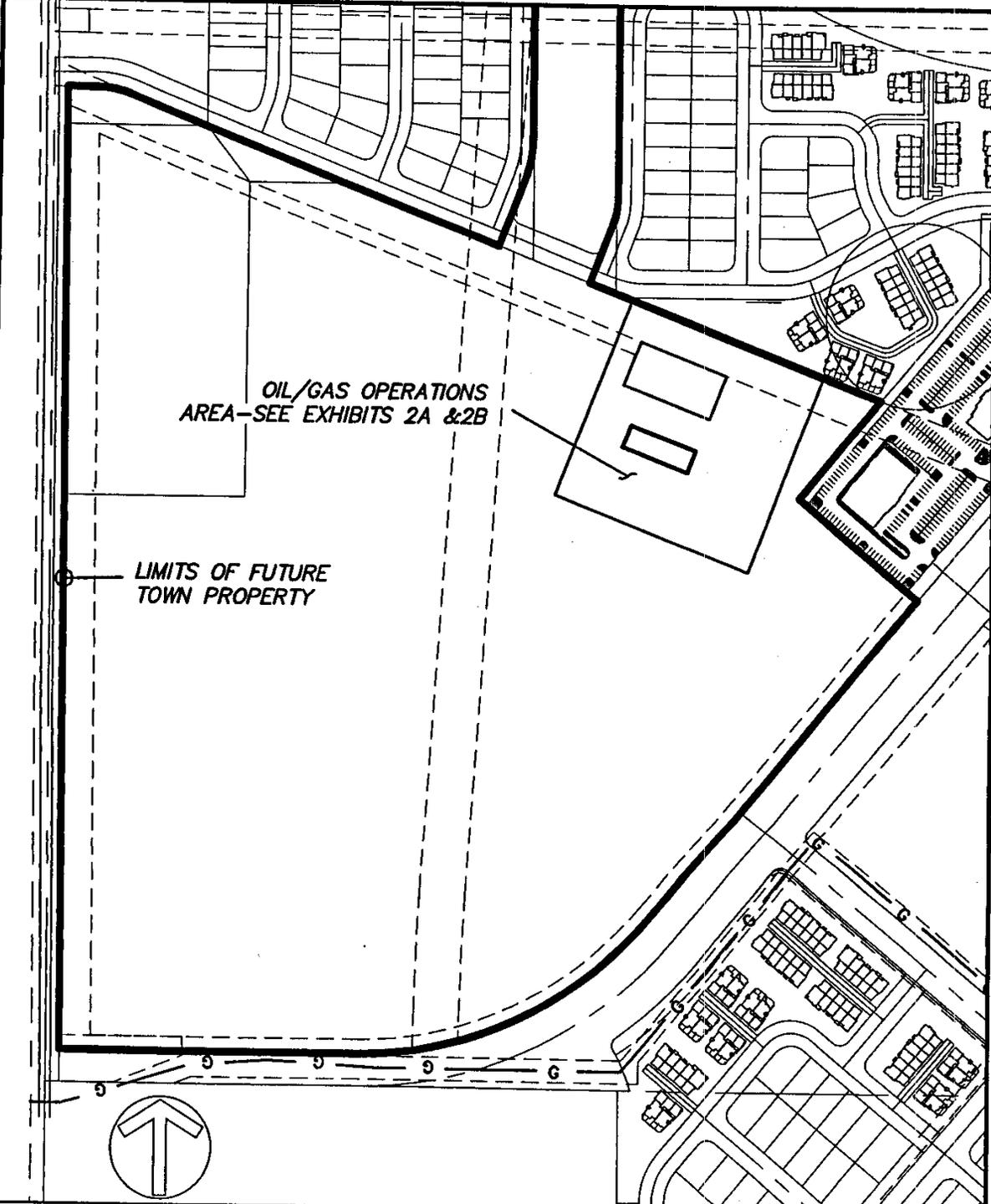


HURST & ASSOCIATES, INC
 CONSULTING ENGINEERS
 4000 Ford East Circle, Suite 100
 Boulder, Colorado 80504 (303) 440-8165



3252946 01/13/2005 03:56P Weld County, CO
 76 of 76 R 381.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT 4



ERIE COMMONS—COMMUNITY CENTER

SCALE HOR. N/A
 VERT. N/A
 DESIGN/APPR.
 DRAWN BY BO
 DATE 10/27/04
 FILE: G:\202040\SURV\EXHIBITS\0&OVERALL

HURST & ASSOCIATES, INC
 CONSULTING ENGINEERS
 4800 Pearl East Circle, Suite 100
 Boulder, Colorado 80504 (303) 440-4665

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "Agreement") is made and executed this 14th day of May, 2019 (the "Effective Date"), by and between COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation with an address of 2500 Arapahoe Avenue, Suite 220, Boulder, CO 80302 ("Grantor"), and the TOWN OF ERIE, a Colorado municipal corporation with an address of P.O. Box 750, 645 Holbrook Street, Erie, CO 80516 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, Grantor is the owner of the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Town desires to acquire an easement to operate and maintain utility facilities upon and beneath the surface of the property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property"); and

WHEREAS, Grantor is willing to convey an easement to the Town for the aforesaid purposes on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained here, Grantor and the Town mutually agree as follows:

1. **Title to Property.** Grantor warrants that it owns in fee title the Easement Property, and that the Easement Property is free and clear of encumbrances and liens except the Easement described and granted herein.
2. **Conveyance of Easement.** Grantor hereby grants and conveys to the Town, its successors and assigns, a permanent, perpetual, non-exclusive 15-foot wide easement (the "Easement") to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one raw/reuse water line, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including without limitation electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property.
3. **Ingress and Egress.** The Town and its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Easement Property for access to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.
4. **Non-exclusive Use.** The Town agrees, following written request to and approval by the Town, that other public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property if such utilities do not interfere with the Town's rights as herein granted or the Town's use of the Easement and Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Town prior to installation.

5. **Maintenance.** The Town shall be solely responsible for maintaining the Improvements. All Improvements installed by the Town on the Easement Property shall remain the Town's property.

6. **No Interference.** Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such prohibited structure or item placed on the Easement Property may be removed by the Town at Grantor's expense and without liability to the Town for damages arising therefrom. Grantor shall retain the right to make use of the Property to the extent that it does not interfere with the Town's rights of the Town in its use of the Easement.

7. **Maintenance of Grantor's Improvements.** Grantor shall be solely responsible for the maintenance of all Grantor's improvements located within the Easement Property.

8. **Retained Rights.** Grantor shall have all rights to the Easement Property not granted hereby.

9. **Miscellaneous.**

a. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

b. **Integration.** This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

d. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

e. **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

h. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PART OF LOT 1 BLOCK 5, ERIE COMMONS FILING NO. 4, AS RECORDED AT RECEPTION NO. 3413827, IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN NORTH HALF OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19 AND CONSIDERING THE WEST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°28'29" EAST, A DISTANCE OF 2,840.79 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 02°15'15" WEST, A DISTANCE OF 1,125.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SOUTH BRIGGS STREET, AS RECORDED IN SAID ERIE COMMONS FILING NO. 4 AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 50°13'38" EAST, A DISTANCE OF 144.78 FEET;
- 2) THENCE SOUTH 54°53'57" EAST, A DISTANCE OF 104.35 FEET;
- 3) THENCE SOUTH 50°13'36" EAST, A DISTANCE OF 281.44 FEET;

THENCE SOUTH 39°05'39" WEST, A DISTANCE OF 18.62 FEET;

THENCE NORTH 50°13'38" WEST, A DISTANCE OF 290.64;

THENCE NORTH 52°54'03" WEST, A DISTANCE OF 104.52 FEET;

THENCE NORTH 50°13'38" WEST, A DISTANCE OF 168.30 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY OF SOUTH BRIGGS STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 26°38'54" EAST;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°25'19", AN ARC LENGTH OF 28.98 FEET TO THE POINT OF BEGINNING.

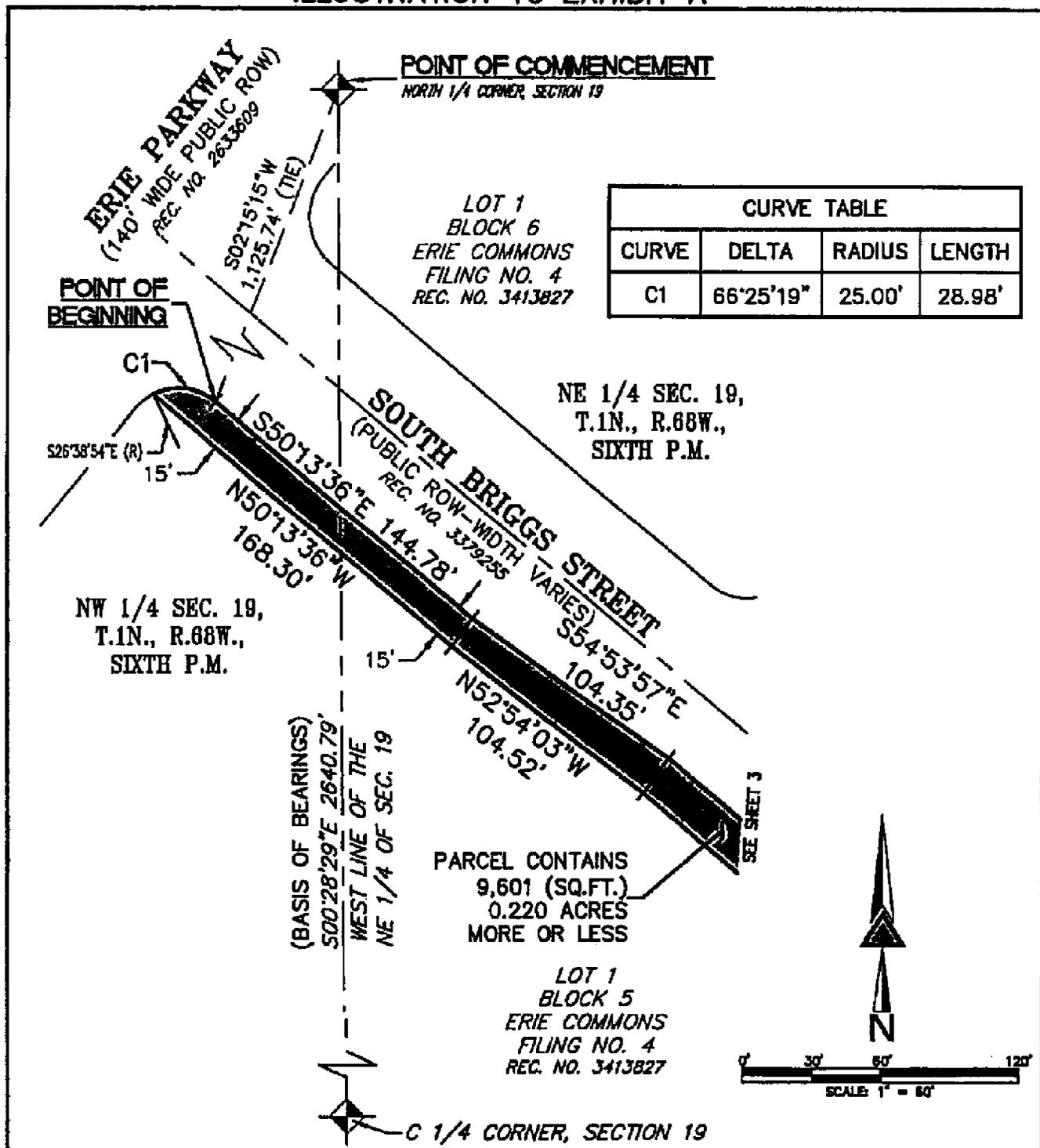
CONTAINING AN AREA OF 0.220 ACRES, (9,601 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT A



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

PATH:
 DWG NAME: Office Utility Easement.DWG
 DWG: SDR CHG: JET
 DATE: 4/18/2019
 SCALE: 1" = 60'

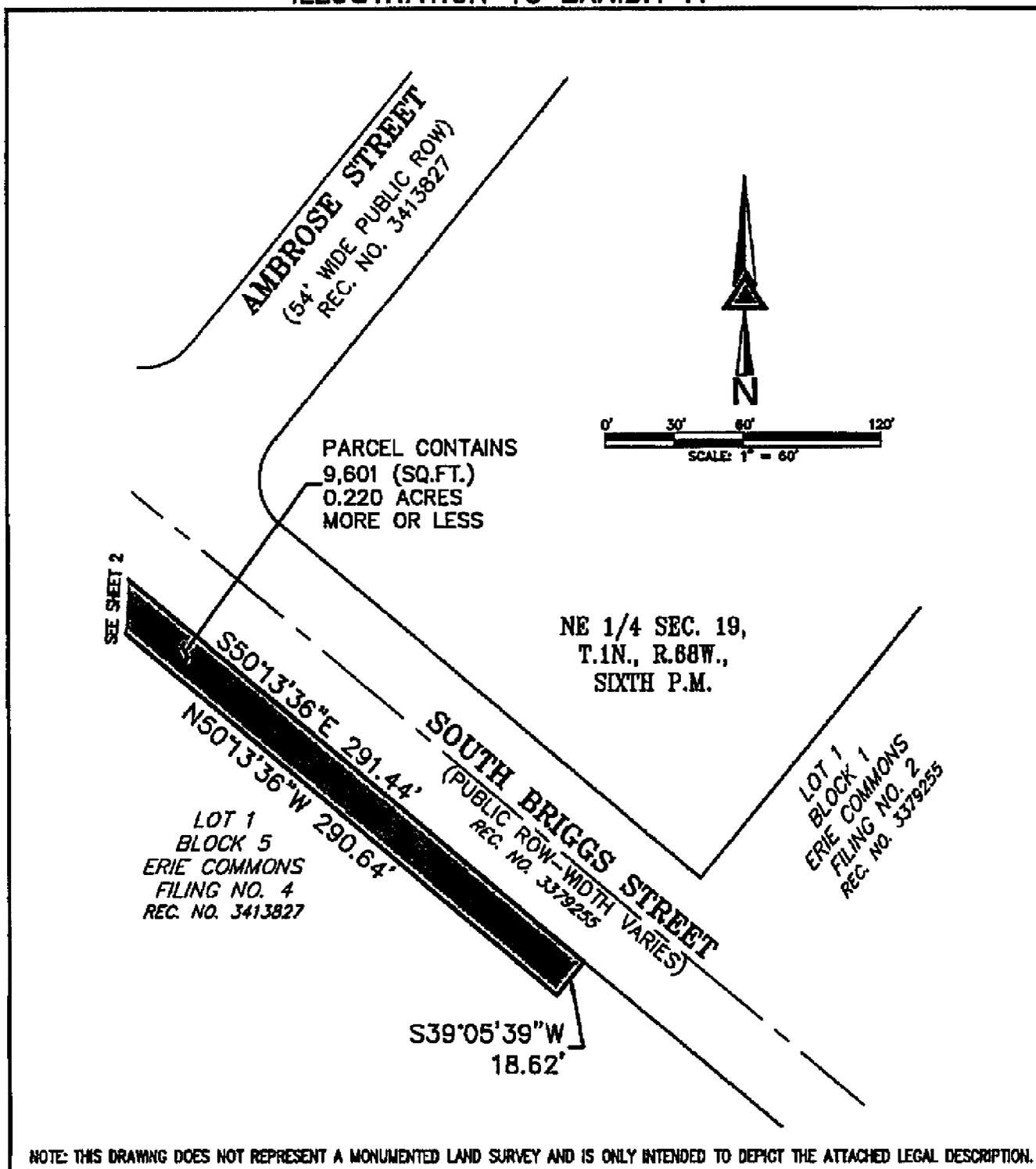


200 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80120
 Phone: (303) 713-1888
 Fax: (303) 713-1887
 www.aztecconsultants.com

EASEMENT EXHIBIT
 N 1/2 SEC. 19, T.1N., R.68W. 6TH P.M.
 COUNTY OF WELD, STATE OF COLORADO
 JOB NUMBER 23417-18 2 of 3 SHEETS

23417-18 - Erie Commons F4 Right of Way EASEMENTS

ILLUSTRATION TO EXHIBIT A



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

DATE: 4/16/2019
SCALE: 1" = 60'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80120
Phone: (303)713-1800
Fax: (303)713-8807
www.aztecconsultants.com

03712632 - Erie Commons F4 Replat/Dwg/COMMENTS

EASEMENT EXHIBIT
N 1/2 SEC. 19, T.1N., R.68W. 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

JOB NUMBER 23417-18 3 of 3 SHEETS