



Town of Erie, Colorado Development Referral

- | | |
|---|--|
| ☐ Town of Erie Community Development | ☐ Town of Erie Engineering |
| ☐ Town of Erie Airport Manager | ☐ Town of Erie Building Department |
| ☐ Town of Erie Economic Development | ☐ Public Review |
| ☐ Mountain View Fire Protection District | ☐ Century Link Communications |
| ☐ Comcast Commercial & Residential | ☐ XCEL Energy |
| ☐ Erie Commons HOA | ☐ Erie Commons HOA |
| ☐ Anadarko Petroleum Corp/Land Corp | ☐ EnCana Oil & Gas (USA) Inc. |
| ☐ Extraction Oil & Gas | ☐ Patina Oil & Gas |
| ☒ Kerr-McGee Oil & Gas Onshore LP | ☒ Kerr-McGee Gathering LLC |
| ☐ Petroleum Development Corporation | ☐ Champlin Petroleum Company |
| ☐ Pan American Petroleum Co. | ☐ Noble Energy Production, Inc. |
| ☐ Patina/Noble Energy | ☐ Petrogulf Energy Company |
| ☐ K.P. Kauffman Company, Inc. | ☐ Dearman East Oil & Gas |
| ☐ HS Gathering, LLC & Panhandle Eastern Pipeline Company | |

Planner: Deborah Bachelder

Date: June 1, 2016

Project: Lot 8 Austin Industrial Park

Applicant: Longs Peak Sprinklers

Description: Special Review Use & Site Plan

Location: 460 Jones Court

Legal Description: See Attached Materials

This application is submitted to you for review and comment. Please reply by **Tuesday, July 19, 2016**, so that we may give full consideration to your comments. Any response not received by this date may be deemed to be a positive response to the Town of Erie. Email responses can be sent to dbach@erieco.gov. If you have any questions about this application, please call 303-926-2775.

☐ We have reviewed this application and find no conflicts with our interests

☐ We have reviewed this application and find conflicts with our interests.

☒ See comments below or attached letter.

Comments: _____

Signature: _____ **Date:** 7/18/2016

Name (Please Print) Clint Hebert



July 18, 2016

VIA E-MAIL

Town of Erie – Community Development Services
Deborah Bachelder - Planner
645 Holbrook
PO Box 750
Erie, CO 80516
dbach@erieco.gov

**NOTICE OF RIGHT-OF-WAY AGREEMENT OWNED BY KERR-McGEE GATHERING
LLC AND OBJECTION**

Re: Lot 8 Austin Industrial Park – Special Review Use and Site Plan
Longs Peak Sprinklers – Property Owner or “Applicant”
Township 1 North, Range 68 West, 6th P.M.
Section 19: Part of the SW/4 (“Application Property”)
Weld County, Colorado

Ms. Bachelder:

This letter is being sent by Anadarko Petroleum Corporation on behalf of its subsidiary Kerr-McGee Gathering LLC (“KMGG”) to inform you KMGG is the owner of a valid Right-of-Way Agreement located in the SW/4 of Section 19, Township 1 North, Range 68 West, for which the Town of Erie (“Town”) is reviewing a Special Review Use and Site Plan for Longs Peak Sprinklers. KMGG is submitting this comment and objection timely, in accordance with the Town’s procedural requirements.

KMGG objects to final approval of the Land Use Application because an existing easement is not properly identified and labeled on the Applicant’s Site Plan. The Right-Of-Way Agreement was executed March 21, 1995 and an Affidavit of Easement was recorded February 17, 2000 with the Weld County Clerk and Recorder at reception number 2750214. KMGG requests that the Town make any approval of the application conditioned upon the Applicant’s conformance to the terms of the referenced Right-Of-Way Agreement and its inclusion on the Site Plan.

Please contact me at 720-929-6023 if you have any questions or comments about this matter.

Sincerely,
KERR-McGEE GATHERING LLC

A handwritten signature in black ink, appearing to read 'Clint Hebert', with the words 'On behalf of' written in a smaller font below it.

On behalf of

Clint Hebert
Landman

cc: Jeff Fiske, Lead Counsel
Ron Olsen
Travis Book
Justin Shoulders
Paul Ratliff
John Kershner



January 5, 2017

VIA E-MAIL

Town of Erie – Community Development Services
Deborah Bachelder - Planner
645 Holbrook
PO Box 750
Erie, CO 80516
dbach@erieco.gov

**NOTICE OF RIGHT-OF-WAY AGREEMENT OWNED BY KERR-McGEE GATHERING
LLC AND OBJECTION WITHDRAWAL**

Re: Lot 8 Austin Industrial Park – Special Review Use and Site Plan
Longs Peak Sprinklers – Property Owner or “Applicant”
Township 1 North, Range 68 West, 6th P.M.
Section 19: Part of the SW/4 (“Application Property”)
Weld County, Colorado

Ms. Bachelder:

Anadarko Petroleum Corporation (“APC”) filed an objection letter on behalf of its subsidiary Kerr-McGee Gathering LLC (“KMGG”), dated July 18, 2016, with the Town of Erie (“Town”). KMGG is the owner of a valid easement located in the SW/4 of Section 19, Township 1 North, Range 68 West, for which the Town is reviewing a Special Review Use and Site Plan for Longs Peak Sprinklers.

Since submitting the objection letter, KMG has had the opportunity to discuss the matter with the Applicant. Therefore, APC wishes to withdraw the objection under the condition that the Applicant adheres to the provisions in the Right-of-Way Agreement recorded with the Weld County Clerk and Recorder at Reception number 2750214 and the General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering/Anadarko Petroleum Corp. LLC & Kerr-McGee/Anadarko Petroleum Corp. Rocky Mountain Corporation Pipelines and Related Facilities, both of which are enclosed.

Please contact me at 720-929-6023 if you have any questions or comments about this matter.

Sincerely,
KERR-McGEE GATHERING LLC

A handwritten signature in black ink, appearing to read 'Clint Hebert', with the words 'On behalf of' written in small text below it.

Clint Hebert
Landman

Enclosures

cc: Jeff Fiske, Lead Counsel
Ron Olsen
John Kershner
Justin Shoulders
Paul Ratliff

EXHIBIT "A"

Attached to and made a part of that certain Affidavit of Easement dated February 15, 2000 from Michael T. Holland of North American Resources Company.

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other valuable consideration, (\$10.00 and more) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, Flatiron Sand and Gravel, c/o Scott A. Patten, Managing Partner having an address at P.O. Box 229, Boulder, Colorado 80306 hereinafter called "Grantor" does hereby grant to VESSELS GAS PROCESSING, INC. of 1050 Seventeenth Street, Suite 2000, Prudential Plaza, Denver, Colorado 80265, its successors and assign, hereinafter called "Grantee", the right and easement to construct a road, and the right and easement to lay, construct, reconstruct, replace, repair, maintain, operate, change the size of, add and remove pipelines and appurtenances thereof, for the transportation of oil, petroleum, gas, other hydrocarbon substances, or any thereof, as Grantee from time to time may elect, with the continuing right of ingress and egress to and from the same, over, through, under or along that certain parcel of land which Grantor warrants that Grantor is the surface owner of, situated in Weld County, State of Colorado, and described as follows, to-wit:

Township 1 North, Range 68 West, 6th P.M.
Section 19: SW/4SW/4 Exhibit "A" attached
hereto and by this reference incorporated herein.

The route selected by Grantee for the access road and pipeline laid hereunder shall be a strip of land twenty (20) feet wide, within which the road and pipeline, as provided for herein, must be laid. Grantee shall be allowed the use of an additional thirty (30) feet during construction only.

Grantor reserves the right to use and enjoy said premises provided that Grantor shall not construct or maintain the whole or any part of any structure on said strip of land, or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted. Where said land is under cultivation, said pipelines shall be laid so that the tops thereof are at least forty-eight inches (48") beneath the surface of the ground. Grantee agrees that it will restore the premises to as near their original condition as practicable when construction is completed.

The Grantee and its employees and agents, at any and all present times when necessary, shall have free access to the facilities constructed hereunder, over such reasonable route as Grantor may designate or approve, for the purpose of exercising the rights hereby granted.

Grantee shall have the right at any time to terminate any portion or all of the rights hereby granted by giving Grantor fifteen (15) days' notice in writing of its intention to do so. In the event of termination of this Contract, Grantee shall, at its own risk and expense, remove all property placed by or for Grantee upon said lands, and restore said premises as nearly as possible to the same state and condition they were in prior to any construction hereunder, all within sixty (60) days after such termination. Unless the surface owner agrees, Grantee shall have no right to remove the pipeline upon abandonment.

The consideration paid to Grantor by Grantee shall be deemed to include, as liquidated damages, all injury or damage to Grantor's crops, fences or other installations which may be caused by Grantee in connection with initial construction of the pipeline upon the identified strip of land. If Grantee re-enters the above described property at a later date, for repair or replacement of pipeline, reasonable damages will be paid at that time. Grantee hereby agrees to hold the Grantor harmless for any damages to other parties' buried installations incurred by its operations.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

1) Grantee releases, hold harmless and hereby agrees to release, hold harmless and indemnify Grantor from any damages or claims directly or indirectly caused by Grantee or its officers, agents, employees, independent contractors or assigns that use said access road.



2750214 02/17/2000 01:04P JA Suki Tsukamoto
2 of 4 R 20.00 D 0.00 Weld County CO



2750214 02/17/2000 01:04P JA Suki Tsukamoto
3 of 4 R 20.00 D 0.00 Weld County CO

2) Grantee shall, promptly, when and as required, at its own expense, take all actions as shall be necessary or advisable for the clean-up of any and all portions of the right-of-way including, without limitation, all removal, containment and remedial action in accordance with all applicable Hazardous Materials Laws.

3) Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from and against any and all expenses, damages and costs (including, without limitation, attorneys' fees and consequential damages) incurred by Grantor as a result of any Hazardous Materials placed, stored, discharged, released, possessed, managed, processed or otherwise handled on the Right-of-Way, or allowed to be placed, stored, discharged, released, possessed, managed, processed or otherwise handled on the Right-of-Way, after the date hereof. Provided, nothing contained in this paragraph shall obligate the Grantee, nor impose any liability on the Grantee, for any Hazardous Materials placed, stored, discharged, released, possessed, managed, processed or otherwise handled on the Right-of-Way prior to the execution of this Right-of-Way.

4) "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproduction toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wasted", "hazardous materials", or "toxic substances" under any Hazardous Materials Laws. The inclusion of "pollutants" and "contaminants" in this definition of Hazardous Materials shall not be deemed to expand the coverage of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 to cover materials not otherwise subject to that Act.

5) "Hazardous Materials Laws" shall mean any federal, state or local laws, or ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the Collateral, including, without limitation, the Comprehensive Environmental Response, Compensation and liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substance Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f Through 300j, and any similar state and local laws and ordinances and the regulations adopted, published and/or promulgated pursuant thereto.

IN WITNESS WHEREOF, this Agreement is executed the 21st day of March, 1995.

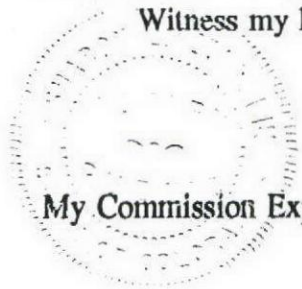
Scott A. Patten, Managing Partner

SS# 522-62-3987

STATE OF Colorado)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 21st day of March, 1995, by Scott A. Patten, Managing Partner of Flatiron Sand and Gravel Co.

Witness my hand and seal this 21st day of March, 1995.

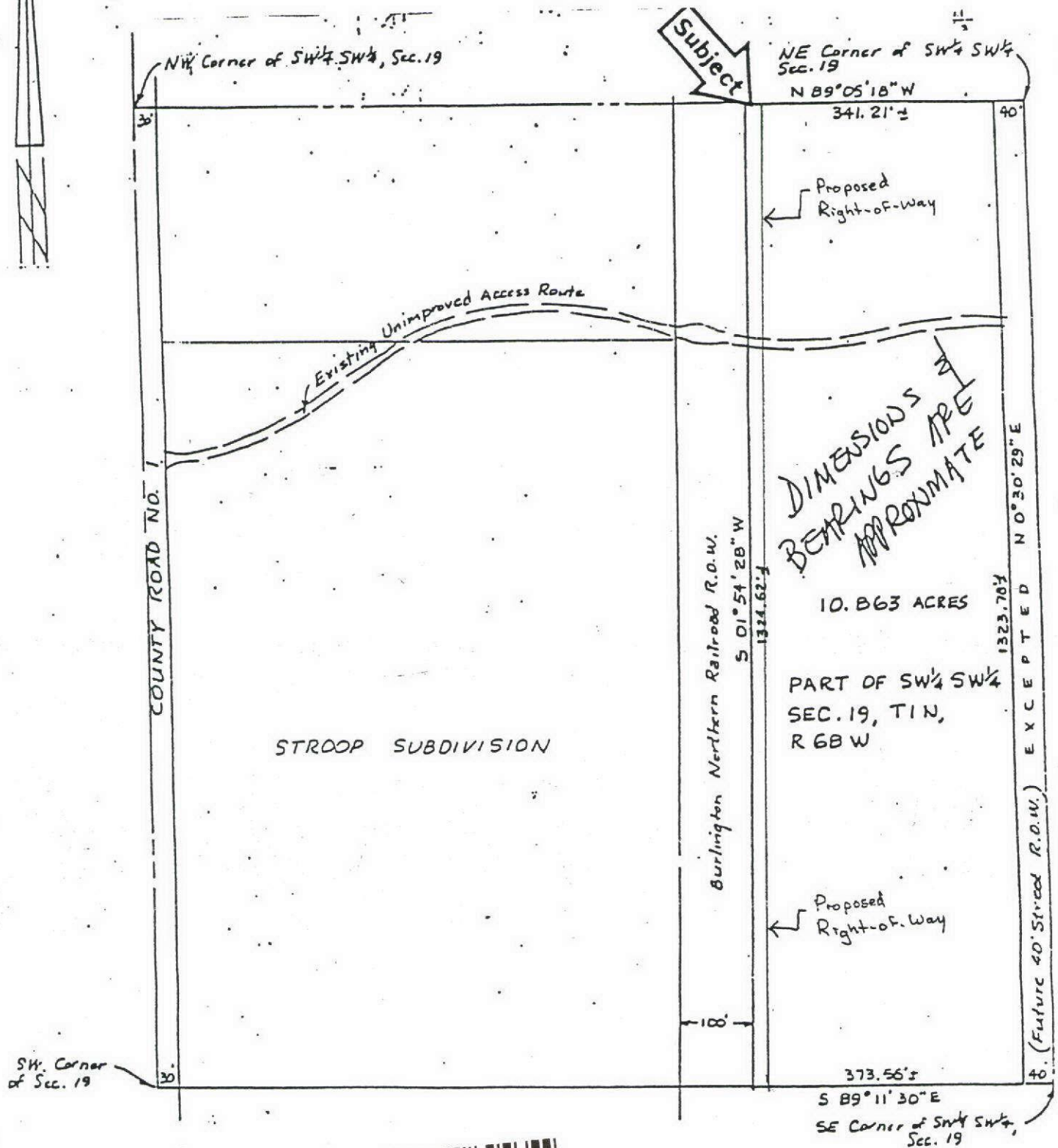


Sharon L. Cherlein
Notary Public
4770 Baseline Road, Ste. 300
Boulder CO 80303

My Commission Expires: August 15, 1997

EXHIBIT "A"

attached to and a part of a certain Right-of-Way Agreement by between Flatiron Sand and Gravel, Grantor and Vessels Gas Processing, Inc., Grantee.



2750214 02/17/2000 01:04P JA Suki Tsukamoto
4 of 4 R 20.00 D 0.00 Weld County CO



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering/Anadarko Petroleum Corp. LLC & Kerr-McGee/Anadarko Petroleum Corp. 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/Anadarko Petroleum Corp. LLC (KMG/APC) 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/APC'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/APC 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/APC in the below requirements is meant to include and apply to any Kerr McGee/APC entity.

Design

- KMG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMG/APC'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/APC'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/APC 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/APC's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMG/APC, showing the facilities in the vicinity of KMG/APC's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMG/APC will be approved for installation on KMG/APC's ROW. All drawing revisions that affect facilities proposed to be placed on KMG/APC's ROW must be approved by KMG/APC in writing.
- KMG/APC shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMG/APC on its "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/APC 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/APC.
- The depth of cover over the KMG/APC pipelines shall not be increased or reduced nor surface modified for drainage without KMG/APC's written approval.
- Construction of any permanent structure within KMG/APC pipeline easement is **not** permitted without written approval by KMG/APC.
- Planting of shrubs and trees is not permitted on KMG/APC pipeline easement without written approval by KMG/APC.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMG/APC easement without written approval by KMG/APC.
- Foreign utility installations, IE, distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMG/APC's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMG/APC 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/APC. In no case will vertical separation be less than 12" whether written or not. Constant line elevations must be maintained across KMG/APC's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMG/APC pipeline must be evaluated by KMG/APC to ensure that a significant length of the KMG/APC line is not exposed and unsupported during construction. Foreign line crossings above the KMG/APC pipeline with less than 18" of clearance must be evaluated by KMG/APC to ensure that additional support is not necessary to prevent settling on top of the



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering/Anadarko Petroleum Corp. LLC & Kerr-McGee/Anadarko Petroleum Corp. Rocky Mountain Corporation Pipelines and Related Facilities

KMG/APC pipeline. A KMG/APC representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMG/APC facility. All installations of foreign crossings done by boring and or jacking require the KMG/APC facility to be exposed to verify clearances.

- Foreign utilities shall not run parallel to KMG/APC pipelines within the KMG/APC easement without written permission by KMG/APC. A minimum of 10.0 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the KMG/APC easement or adjacent to the KMG/APC easement. Any deviation from the 10.0' horizontal requirement must be approved in writing by KMG/APC and an "as built survey" provided to KMG/APC after installation.
- The foreign utility should be advised that KMG/APC maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMG/APC's. At the request of KMG/APC, 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/APC 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/APC. All costs associated with the correction of cathodic protection interference issues on KMG/APC 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/APC 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/APC, the safety of the public, contractor, KMG/APC personnel and KMG/APC 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/APC ROW.
- No power poles, light standards, etc. shall be installed in the KMG easement without written approval by KMG/APC.
- KMG/APC installs above ground appurtenances at various locations that are used in the operation of its facilities. KMG/APC 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/APC's sole discretion, and may exceed any regulatory requirements.

Construction

- If KMG/APC will be relocating KMG/APC facilities for any entity, grading in the new KMG/APC ROW shall be +/- 6 inches before KMG/APC 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/APC. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMG/APC 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/APC facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMG/APC facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering/Anadarko Petroleum Corp. LLC & Kerr- McGee/Anadarko Petroleum Corp. Rocky Mountain Corporation Pipelines and Related Facilities

- Contractors shall be advised of KMG/APC's requirements and be contractually obligated to comply.
- The continued integrity of KMG/APC's pipelines and the safety of all individuals in the area of proposed work near KMG/APC's facilities are of the utmost importance. Therefore, contractor must meet with KMG/APC representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMG/APC'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/APC pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMG/APC representative must be present.**
- The use of probing rods for pipeline locating shall be performed by KMG/APC representatives only, to prevent unnecessary damage to the pipeline coating. A KMG/APC representative shall do all line locating.
- Notification shall be given to KMG/APC 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/APC's work site representative. Any Contractor schedule changes shall be provided to KMG/APC immediately.
- Heavy equipment will not be allowed to operate directly over KMG/APC pipelines or in KMG/APC ROW unless written approval is obtained from KMG/APC. Heavy equipment shall only be allowed to cross KMG/APC pipelines at locations designated by KMG/APC. 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/APC.
- Contractor shall comply with all precautionary measures required by KMG/APC, 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/APC ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMG/APC's facility. At no time will cover be reduced to less than 36" without written approval by KMG/APC and a KMG/APC representative on site.
- A KMG/APC representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KMG/APC pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KMG/APC representative being on site. Contractor shall use extreme caution and take any appropriate measures to protect KMG/APC facilities.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMG/APC facility. KMG/APC personnel must be present.
- Temporary support of any exposed KMG/APC pipeline by Contractor may be necessary if required by KMG/APC'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/APC's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMG/APC'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/APC's facilities unless blasting notification is given to KMG/APC Including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

KMG/APC 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



General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering/Anadarko Petroleum Corp. LLC & Kerr- McGee/Anadarko Petroleum Corp. Rocky Mountain Corporation Pipelines and Related Facilities

KMG/APC's facilities as a result of their activities whether or not KMG/APC representatives are present. KMG/APC 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/APC's facilities unless blasting notification is given to KMG/APC a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMG/APC 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/APC. A written emergency plan shall be provided by the organization responsible for blasting.

KMG/APC 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/JAPC facility, pipeline, valve set, etc. shall be reported immediately to KMG/APC. 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.
- KMG/APC personnel shall install all test leads on KMG/APC facilities.

Local KMG/APC LLC Representation:

Field Foreman:	Brad Engler	Phone: 970-515-1307
Line Crossing Coordinator:	Don Marshall	Phone: 970-525-1309
Pipeline Foreman:	Thomas Ishida	Phone: 970-525-1271

Emergency Contacts:

IOC (Incident Operations Center) – Toll Free	Phone: 866-504-8184
IOC (Incident Operations Center) - Local	Phone: 970-506-5980
Utility Notification Center of Colorado	Phone: 811

From: d.miller@magnum-plastics.com

To: longspeaksprinklers@comcast.net

Cc:

Sent: 2017-01-04 10:15:12 AM

Subject: Drainage Plan

Mike,

Thanks for coming to see us.

Having reviewed your plans and discussing the required drainage plan We have no issues with the construction going across the northeast corner of our lot and onto Mason Ave.

Thanks,

Dave Miller

President

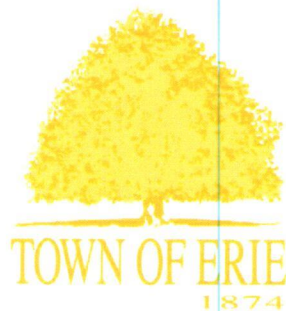
Magnum Plastics Inc.

425 Bonnell Ave.

Erie CO. 80516

303-828-3156 X18

Cell 720-470-4066



Town of Erie, Colorado Development Referral

- | | |
|---|---|
| ☐ Town of Erie Community Development | ☐ Town of Erie Engineering |
| ☐ Town of Erie Airport Manager | ☐ Town of Erie Building Department |
| ☐ Town of Erie Economic Development | ☐ Public Review |
| ☐ Mountain View Fire Protection District | ☐ Century Link Communications |
| ☐ Comcast Commercial & Residential | ☐ XCEL Energy |
| ☐ Erie Commons HOA | ☐ Erie Commons HOA |
| ☐ Anadarko Petroleum Corp/Land Corp | ☒ EnCana Oil & Gas (USA) Inc. |
| ☐ Extraction Oil & Gas | ☐ Patina Oil & Gas |
| ☐ Kerr-McGee Oil & Gas Onshore LP | ☐ Kerr-McGee Gathering LLC |
| ☐ Petroleum Development Corporation | ☐ Champlin Petroleum Company |
| ☐ Pan American Petroleum Co. | ☐ Noble Energy Production, Inc. |
| ☐ Patina/Noble Energy | ☐ Petrogulf Energy Company |
| ☐ K.P. Kauffman Company, Inc. | ☐ Dearman East Oil & Gas |
| ☐ HS Gathering, LLC & Panhandle Eastern Pipeline Company | |

Planner: Deborah Bachelder

Date: June 1, 2016

Project: Lot 8 Austin Industrial Park

Applicant: Longs Peak Sprinklers

Description: Special Review Use & Site Plan

Location: 460 Jones Court

Legal Description: See Attached Materials

This application is submitted to you for review and comment. Please reply by **Tuesday, July 19, 2016**, so that we may give full consideration to your comments. Any response not received by this date may be deemed to be a positive response to the Town of Erie. Email responses can be sent to dbach@erieco.gov. If you have any questions about this application, please call 303-926-2775.

☒ We have reviewed this application and find no conflicts with our interests

☐ We have reviewed this application and find conflicts with our interests.

☐ See comments below or attached letter.

Comments: _____

Signature:  **Date:** 6/27/16

Name (Please Print) Robert Bresnahan



Town of Erie, Colorado Development Referral

- | | |
|---|---|
| ☒ Town of Erie Community Development | ☐ Town of Erie Engineering |
| ☒ Town of Erie Airport Manager | ☐ Town of Erie Building Department |
| ☐ Town of Erie Economic Development | ☐ Public Review |
| ☐ Mountain View Fire Protection District | ☐ Century Link Communications |
| ☐ Comcast Commercial & Residential | ☐ XCEL Energy |
| ☐ Erie Commons HOA | ☐ Erie Commons HOA |
| ☐ Anadarko Petroleum Corp/Land Corp | ☐ EnCana Oil & Gas (USA) Inc. |
| ☐ Extraction Oil & Gas | ☐ Patina Oil & Gas |
| ☐ Kerr-McGee Oil & Gas Onshore LP | ☐ Kerr-McGee Gathering LLC |
| ☐ Petroleum Development Corporation | ☐ Champlin Petroleum Company |
| ☐ Pan American Petroleum Co. | ☐ Noble Energy Production, Inc. |
| ☐ Patina/Noble Energy | ☐ Petrogulf Energy Company |
| ☐ K.P. Kauffman Company, Inc. | ☐ Dearman East Oil & Gas |
| ☐ HS Gathering, LLC & Panhandle Eastern Pipeline Company | |

Planner: Deborah Bachelder

Date: June 1, 2016

Project: Lot 8 Austin Industrial Park

Applicant: Longs Peak Sprinklers

Description: Special Review Use & Site Plan

Location: 460 Jones Court

Legal Description: See Attached Materials

This application is submitted to you for review and comment. Please reply by **Tuesday, July 19, 2016**, so that we may give full consideration to your comments. Any response not received by this date may be deemed to be a positive response to the Town of Erie. Email responses can be sent to dbach@erieco.gov. If you have any questions about this application, please call 303-926-2775.

☐ We have reviewed this application and find no conflicts with our interests

☐ We have reviewed this application and find conflicts with our interests.

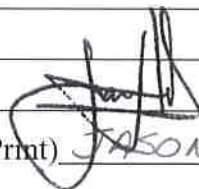
☒ See comments below or **attached letter.**

Comments:

Signature:

Date:

Name (Please Print)


JASON HURD

6/13/16



Erie Municipal Airport
395 Airport Drive
Erie, CO 80516
303.664.0633
877.629.8600

fly@vectorair.net
www.vectorair.net

June 13, 2016

Town of Erie
645 Holbrook Street
Erie, CO 80516

Attn: Deborah Bachelder

RE: Lot 8 Austin Industrial Park

Dear Deborah,

This project, due to the proximity to the runway at the Erie Municipal Airport, may require an Obstruction Evaluation/Airspace Analysis to be performed to confirm that the project does not interfere with airspace reserved for the safe operation of aircraft at the airport.

The FAA states that any person/organization who intends to sponsor any construction or alteration within 20,000 ft of a public use or military airport which exceeds a 100:1 surface from any point on the runway of each airport with its longest runway more than 3,200 ft must notify the Administrator of the FAA.

Please refer to FAA Form 7460-1 and Form 7460-2 for additional information.

Regards,

A handwritten signature in black ink, appearing to read 'Jason Hurd', with a large, stylized loop at the end.

Jason Hurd
Airport manager
Erie Municipal Airport



Town of Erie, Colorado
Development Referral

10/6/16

☐ Town of Erie Community Development

☐ Town of Erie Engineering

☐ Town of Erie Airport Manager

☐ Town of Erie Economic Development

☐ Public Review

☒ Mountain View Fire Protection District

☐ Anadarko Petroleum Corp/Land Corp

Planner: Deborah Bachelder

Date: October 3, 2016

Project: Lot 8 Austin Industrial Park

Applicant: Longs Peak Sprinklers

Description: Special Review Use & Site Plan

Location: 460 Jones Court

Legal Description: See Attached Materials

This application is submitted to you for review and comment. Please reply by **Tuesday, November 15, 2016**, so that we may give full consideration to your comments. Any response not received by this date may be deemed to be a positive response to the Town of Erie. Email responses can be sent to dbach@erieco.gov. If you have any questions about this application, please call 303-926-2775.

☐ We have reviewed this application and find no conflicts with our interests

☐ We have reviewed this application and find conflicts with our interests.

☒ See comments below or attached letter.

Comments: _____

Signature: Deborah Bachelder **Date:** 11/2/16

Name (Please Print) Deborah Bachelder



MOUNTAIN VIEW FIRE RESCUE

3561 North Stagecoach Road, Unit 200 • Longmont, CO 80504
(303) 772-0710 • FAX (303) 651-7702

November 2, 2016

Ms. Deborah Bachelder
Erie Community Development Services
P.O. Box 750
Erie, CO 80516

Dear Ms. Bachelder:

I have reviewed the submitted material and site plan for the Longs Sprinkler proposed for construction at 460 Jones Court in Erie and shall make the following comments with regard to the plans:

- It appears that the building will be of about 6900 square feet of type II-B construction and not protected with an automatic fire sprinkler system. In accordance with Appendix B of the International Fire Code, the required fire flow for the building is 1,750 gallons per minute, measured at a residual pressure of 20 pounds per square inch. Based on flow tests in the subdivision, the Fire District recognizes the required fire flow is available from existing fire hydrants.
- Plans show adequate fire apparatus access to the building provided that parking only occurs within designated parking spaces and not on the concrete pads on the west side of the building in front of the garage doors. If parking occurs in these areas, it will encroach with the required access width. As the building will not be provided with a fire sprinkler system, access must be maintained at all times. Fire apparatus access roads must be designed and maintained to support the imposed loads of fire apparatus (75,000 pounds).
- Building construction plans and the final site plan showing a code analysis which includes, the gross square footage of the building, the building construction type, and occupancy classification(s) must be submitted to the Fire District for review and approval before building permits may be issued.

Nothing in this review is intended to authorize or approve of any aspect of this project that does not comply with all applicable codes and standards. We appreciate being involved in the planning process. Should you have any questions, please contact me at 303-772-0710 x 1121.

Sincerely,

LuAnn Penfold
Fire Marshal

cc: project file

lp11.03.16