

Deborah Bachelder

From: Brett_Cavanagh@oxy.com
Sent: Tuesday, March 3, 2020 11:35 AM
To: Hannah Hippely; Fred Starr; Deborah Bachelder
Cc: Grant_Gerrard@oxy.com; 'Sherry_Burse@oxy.com'; Kelly_Reyes@oxy.com
Subject: Erie Town Center PUD
Attachments: 202003030759.pdf; Amendment and ROW Sec 19-1-68.pdf; Section 24-1-69.zip

All,

I am writing to object to your plans as they stand, they do not show our pipelines (shown in the red box below), and do not account for existing wells etc.

Do you have more defined plans that show how our pipelines that are active will be encompassed into your plans?

Please find attached our existing easements for reference, which I sent you our CAD data last fall to overlay for planning within Erie City limits.

If you have any questions please reach out.

Also, please find attached all the associated ROW agreements.

Thanks,



Brett A. Cavanagh, MBA— Rockies — Midstream Manager

Western Midstream

• Phone: 720.929.3296 • Cell: 970.219.9343

1099 18th Street, Suite 1800, Denver CO 80202 • P.O. Box 173779, Denver CO

This message, including any attachments, is intended only for the use of the individual(s) to which it is addressed and may contain information that is privileged/confidential. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please notify us immediately by reply e-mail and permanently delete this message including any attachments, without reading it or making a copy. Thank you. "DISCUSSIONS AND COMMUNICATIONS REGARDING THIS MATTER CONSTITUTE MERELY PRELIMINARY NEGOTIATIONS BETWEEN THE PARTIES, DO NOT CONSTITUTE AN OFFER BY ONE PARTY TO THE OTHER PARTY, AND DO NOT CREATE IN ANY PARTY A POWER OF ACCEPTANCE"

AMENDMENT TO RIGHT-OF-WAY GRANT

291

THIS AMENDMENT TO RIGHT-OF-WAY GRANT ("Amendment") is effective this 25th day of August, 2009, by and between KERR-McGEE GATHERING LLC ("Kerr-McGee"), a Colorado limited liability company, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 and COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation ("CDG"), with an address of 2500 Arapahoe Street, Suite 220, Boulder, Colorado 80302.

A. Erie Commons Investors, LLC ("Erie Commons") as grantor and Kerr-McGee as grantee entered into that certain Right-of-Way Grant dated November 8, 2004 and recorded November 12, 2004 at Reception No. 3235031 in the Office of the Clerk and Recorder of Weld County ("Right-of-Way") which applies to property described as a portion of the NW/4 and the W/2NE/4 of Section 19, Township 1 North, Range 68 West, Weld County, Colorado.

B. A copy of the Right-of-Way is attached to this Amendment as Exhibit A, and the lands described in the Right-of-Way are hereinafter referred to as the "Easement Lands."

C. CDG has succeeded to the interests of Erie Commons in the Easement Lands.

D. The purpose of this Amendment is to change the size of one of two pipelines that Kerr-McGee may install within the Easement Lands pursuant to the Right-of-Way.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in the Right-of-Way and this Amendment, the parties agree as follows:

1. Size of a Pipeline changed from Six Inches to Four and One-Half Inches. The parties agree that the Right-of Way is amended to change the size of one of the two pipelines that Kerr-McGee may install within the Easement Lands pursuant to the Right-of-Way from six inches (6") as described in the second paragraph of the Right-of-Way to a four and one-half inch ("4 1/2") OD pipeline or lesser size. Kerr-McGee continues to have the right to construct, own and operate a second pipeline within the Easement Lands of twelve inches (12") as described in the second paragraph of the Right-of-Way.

2. Incorporation of Exhibits. Exhibit A is incorporated into this Amendment by this reference.

3. The Agreement Continues in Effect/ Conflicts. Except as specifically amended by this Amendment, the terms and conditions included in the Right-of-Way shall continue in full force and effect. In the event of a conflict between this Amendment and the Right-of-Way for the matter covered herein, this Amendment shall control.

4. Binding on Successors and Assigns / Covenant that Runs with the Land. This Amendment and the Right-of-Way (to the extent not amended) are binding upon the parties and their successors and assigns and inure to their benefit. The Right-of-Way and this Amendment shall be covenants that run with the land.

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.

KERR-McGEE GATHERING LLC

By: [Signature]

Name: Bob Olsen

Its: Agent and Attorney-in-Fact *more BCD*

COMMUNITY DEVELOPMENT GROUP OF ERIE,
INC.

By: [Signature]

Name: Charles R. Bellock

Its: President



3647291 09/08/2009 11:30A Weld County, CO
2 of 6 R 31.00 D 0.00 Steve Moreno Clerk & Recorder

ACKNOWLEDGMENTS

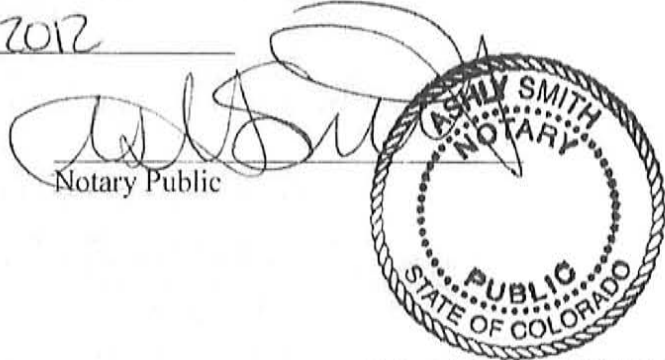


3647291 09/08/2009 11:30A Weld County, CO
3 of 6 R 31.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 2nd day of September 2009, by Bon Olsen as Agent and Attorney-in-Fact for KERR-McGEE GATHERING LLC, a Colorado limited liability company.

My Commission expires: 3/11/2012



My Commission Expires 03/11/2012

STATE OF COLORADO)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 24 day of August, 2009, by Charles R. Bellock as President of COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation.

My Commission expires: 11-22-2010

Mary Jane Davies
Notary Public

MARY JANE DAVIES
NOTARY PUBLIC
STATE OF COLORADO

3235031 11/12/2004 02:07P Weld County, CO
1 of 3 R 18.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit A to Amendment to Right-Of-Way Grant Effective August 25, 2009 between Community Development Group of Erie, Inc. and Kerr-McGee Gathering LLC

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") is made this 8th day of November, 2004, from Erie Commons Investors, LLC, a Colorado limited liability company, whose address is 2500 Arapahoe, Suite 220, Boulder, Colorado, 80302 ("Grantor"), to KERR-MCGEE GATHERING LLC, a Colorado Limited Liability Company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, reconstruct, mark, monitor, abandon or remove, at Grantee's election, one one (1) six inch (6") pipeline and one (1) twelve inch (12") OD pipeline all appurtenances, below or above ground, necessary for the transportation or transmission of natural gas and associated hydrocarbons, in, 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: portion of NW/4 and the W/2NE/4.

The specific route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") is more particularly described on Exhibit "A" attached hereto and made a part hereof. The width of the Right-of-Way Lands during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Right-of-Way Lands and has full right, power and authority to make this Grant.

Grantee shall lay all pipe at a depth of not less than 48 inches. Grantee shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by Grantee in the course of the operations provided for in this Grant. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fences.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder which access, to the extent possible, shall be over public or private roads and trails or through open space. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, landscaping, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed, provided, however, Grantor shall be entitled to contract upon and cross said Right-of-Way Lands with roads, curbs, gutters, trails and utility lines at approximately the locations and for the purposes set forth in Exhibit B attached hereto without Grantee's consent.

Grantee shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from Grantee's activities and operations on the Right-of-Way Lands; and, Grantor shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

Grantee agrees to level and restore any lands that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction.


This Grant cannot be modified, except in writing signed by all parties hereto.

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

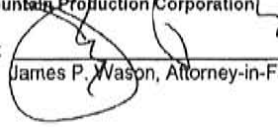
This Grant may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant as of the date first above written.

Grantor: Erie Commons Investors, LLC
Colorado limited liability company

By: 
Title: Manager

Grantee: Kerr-McGee Gathering LLC
a Colorado limited liability company
By its Manager, Kerr-McGee Rocky
Mountain Production Corporation

By: 
James P. Wason, Attorney-in-Fact

3647291 09/08/2009 11:30A Weld County, CO
4 of 6 R 31.00 D 0.00 Steve Moreno Clerk & Recorder

3236031 11/12/2004 02:07P Weld County, CO
2 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

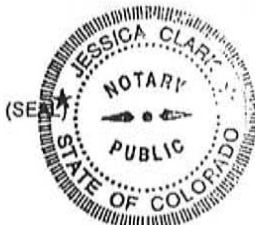
3647291 09/08/2009 11:30A Weld County, CO
5 of 6 R 31.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 10th day of November, 2004,
by Charles Bellock, as Manager, on behalf of such
company.

Witness my hand and official Seal.

My Commission Expires: 7/30/06



Jessica Clark
Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 8th day of November, 2004,
by James P. Wason, as Attorney-in-Fact of Kerr-McGee Rocky Mountain Corporation, in its capacity as
Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires: _____



Cheryl Light
Notary Public

My Commission Expires 03/24/2008



3647291 09/08/2009 11:30A Weld County, CO
6 of 6 R 31.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit A

Attached to and made a part of that certain Right-of-Way Grant made between Erie Commons
Investors, LLC and Kerr-McGee Gathering LLC, November 8th, 2004



3235031 11/12/2004 02:07P Weld County, CO
3 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

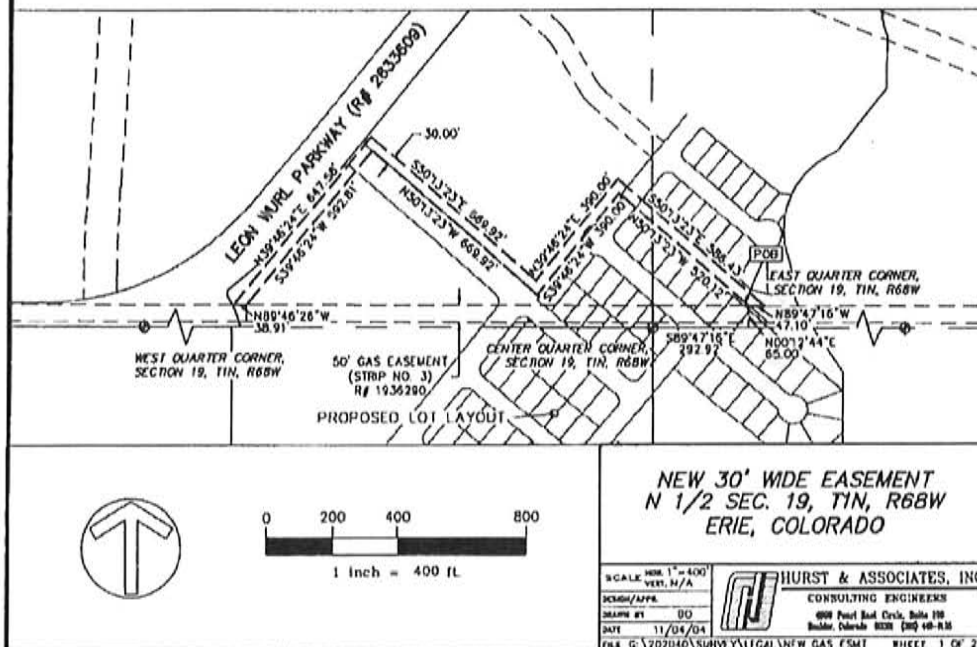
EXHIBIT

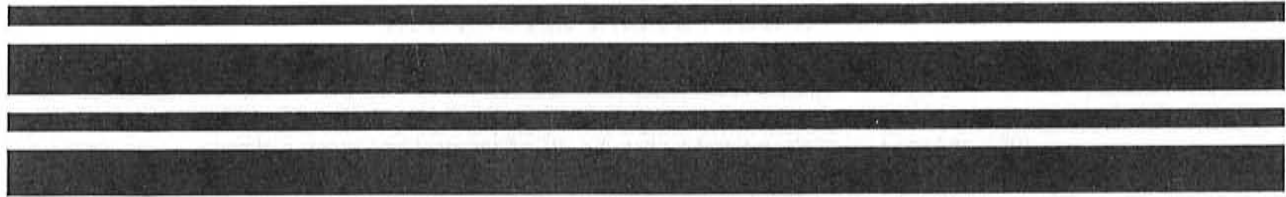
LEGAL DESCRIPTION

A 30.00 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTH HALF OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 19 FROM WHENCE THE EAST QUARTER CORNER LIES S89°47'16"E, 2,590.83 FEET;
THENCE S89°47'16"E, 292.92 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19;
THENCE N00°12'44"E, 65.00 FEET TO THE NORTH LINE OF A 50' WIDE GAS EASEMENT RECORDED 08/08/1983 AT RECEPTION NUMBER 1936290, DESCRIBED AS "STRIP NO. 3" AND THE POINT OF BEGINNING;

THENCE N50°13'23"W, 520.12 FEET;
THENCE S39°46'24"W, 390.00 FEET;
THENCE N50°13'23"W, 669.92 FEET;
THENCE S39°46'24"W, 592.81 FEET;
THENCE N89°46'26"W, 38.91 FEET ALONG THE SAID NORTH LINE OF A 50' GAS EASEMENT;
THENCE N39°46'24"E, 647.58 FEET;
THENCE S50°13'23"E, 669.92 FEET;
THENCE N39°46'24"E, 390.00 FEET;
THENCE S50°13'23"E, 586.43 FEET;
THENCE N89°47'16"W, 47.10 FEET ALONG THE SAID NORTH LINE OF A 50' GAS EASEMENT TO THE POINT OF BEGINNING.





Land >> Lease >> Lease



D0002456029

Sender Name: Ashly Smith
 Date Created: 07/30/2014
 Barcode Expires: **08/29/2014**
 Department: Land Record
 Security: Non-Privileged

BLACK AND WHITE DOCUMENT *DMV EPX44634*

Attribute	Value
Description	COMMUNITY DEVELOPMENT GROUP OF ERIE INC
Document Date	08/25/2009
Lease Document Type	Lease Amendment
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00015552
File Key	1500829
Group Code	LSE
Lease End Date	12/31/2099
Lessor Name	ERIE COMMONS INVESTORS LLC
Prospect Name	WATTENBERG GATHERING MIDSTREAM SURFACE (KMGG)/A-42101067
State County	COLORADO:WELD(123)

SCANNED

JUL 31 2014

POOR ORIGINAL

Create another submittal sheet:

[New](#) | [Based on this one](#)

APC

[Edit this submittal sheet](#)

[Home](#)



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Page: 1 of 2
12/11/2007 01:01P
D 0.00

Boulder County Clerk, CO N

R 11.00

NOTICE OF PIPELINE RELOCATION

Pursuant to the terms of that certain Right-of-Way Grant (the "ROW") dated May 6, 1982, and recorded at Reception Number: 496104, of the Boulder County, Colorado records, Kerr-McGee Gathering LLC ("Kerr-McGee"), 1999 Broadway, Suite 3600, Denver, Colorado 80202, as successor in interest to the original grantee thereunder, was granted the right to lay, construct, maintain, lower, inspect, repair, replace, relocate, change the size of, operate, and remove a pipeline, drips, pipeline markers, valves, launchers, receivers, cathodic equipment, test leads, and all appurtenances convenient for the maintenance and operation of said line and for the transportation of oil, gas, and other substances therein, under, on, over and through Section 24: N½SE¼, Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado (the "Lands").

Kerr-McGee has relocated a gathering pipeline on, over and across the Lands pursuant to its rights in said ROW. For notification purposes only, a plat attached hereto as Exhibit "A" sets forth the location of the pipeline constructed across the Lands.

The attached plat does not include the location of any flowlines that may have been constructed on, over and across the Lands pursuant to the terms of oil and gas leases nor does this notification purport to include all pipelines located on the Lands or all pipelines that may have been constructed pursuant to the terms of the ROW. This notification is for informational purposes only and should not be relied upon in connection with any construction activities or dirtwork on the Lands.

KERR-MCGEE GATHERING LLC
a Colorado limited liability company
By its manager
Kerr-McGee Oil & Gas Onshore LP

By Jane Ann Byroad
Jane Ann Byroad, Agent and Attorney-in-Fact

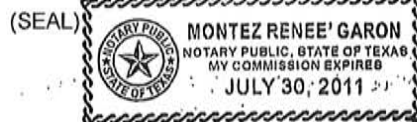
STATE OF TEXAS)
)ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 13th day of November, 2007, by Jane Ann Byroad as Agent and Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, a Delaware Limited Partnership, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

WITNESS my hand and official seal.

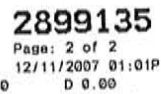
Montez Renee Garon
Notary Public

My commission expires: 7-30-2011



Leon Wurl Parkway Relocation

Rob



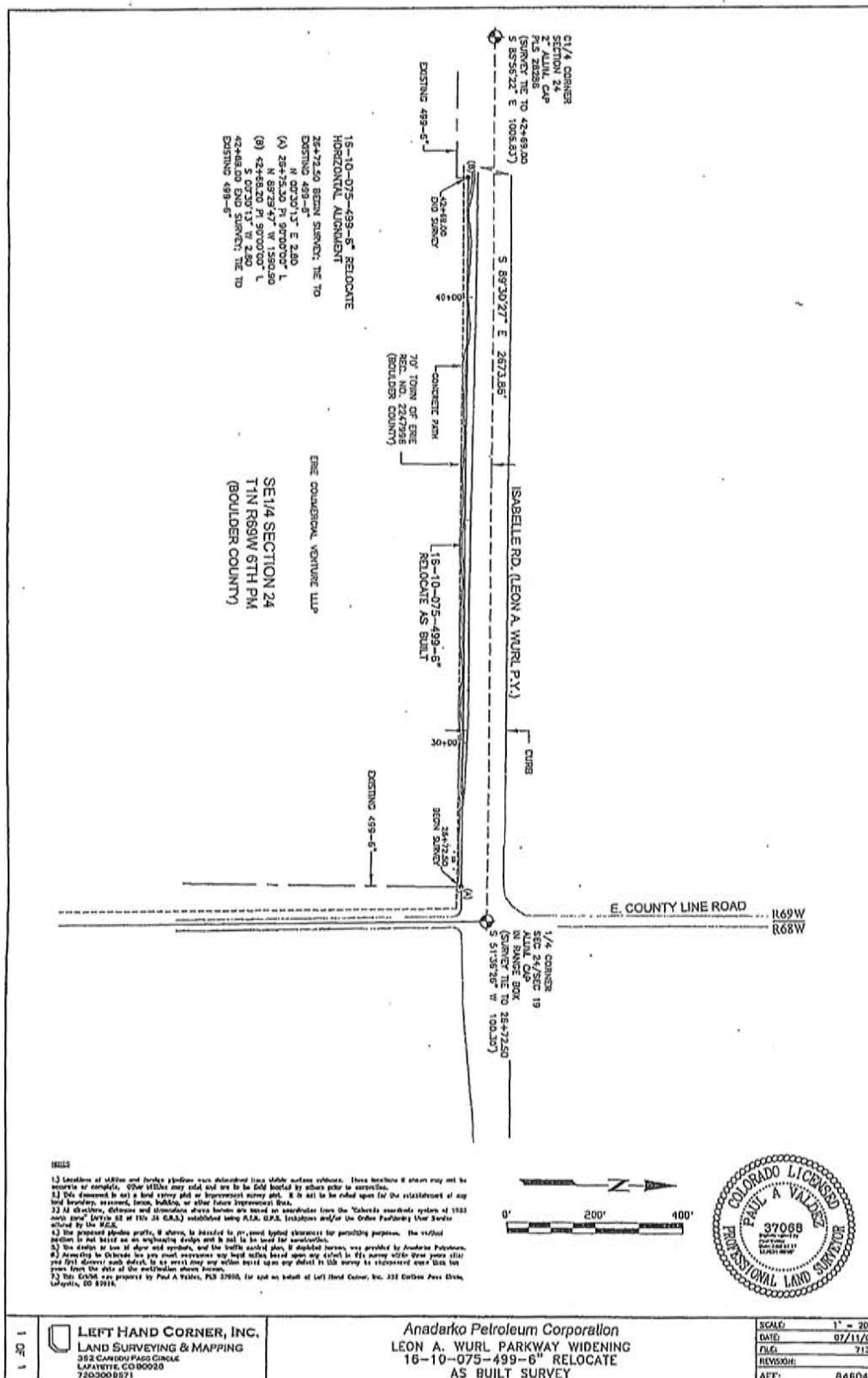
Boulder County Clerk, CO N

R 11.00

D 0.00

Page: 2 of 2
12/11/2007 01:01P
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Attached to and made a part of that certain Notice of Pipeline Relocation executed November 13, 2007 by Kerr-McGee Gathering LLC



Kerr-McGee Gathering, LLC
1999 BROADWAY, SUITE 3700
DENVER, COLORADO 80202



PARTIAL RELEASE OF RIGHT-OF-WAY

THIS RELEASE OF RIGHT-OF-WAY, dated as of June 22, 2004 is made by Kerr-McGee Gathering LLC, a Colorado limited liability company with an address of 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("KMG").

WHEREAS, by instrument dated September 21, 1981 and recorded October 30, 1981, under Reception Number 470726 of the real property records of Boulder County, Colorado, Erie Eight, Ltd., a limited partnership, conveyed unto Panhandle Eastern Pipeline Company ("PEPL") a right-of-way and easement (the "Right of Way") on, over, under, across and through the following described lands in Boulder County, Colorado:

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM

Section 24: S/2, except that parcel conveyed by film 836, reception no. 85991

WHEREAS, KMG is the successor in interest to PEPL and is the current owner of record of the Right-of-Way; and,

WHEREAS, the Right of Way is hereby being partially surrendered at the request of the present surface owner in order to accommodate the residential development of the surface estate.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, KMG, as successor to PEPL, does hereby release and quitclaim unto the current surface estate owners, their successors and assigns, all of KMG's right, title and interest in and to the Right-of-Way, but insofar and only insofar as it crosses or lies within the following lands:

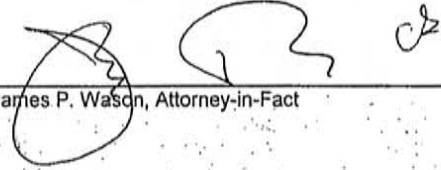
Township 1 North, Range 69 West, 6th PM

Section 24: part of the SW4, more particularly described as Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3.

it being expressly recognized and confirmed that this release and quitclaim shall have no effect on those portions of the Right of Way not lying within or crossing the above described premises.

KERR-MCGEE GATHERING LLC
a Colorado limited liability company

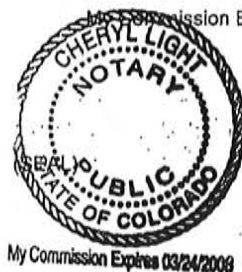
By its Manager,
Kerr-McGee Rocky Mountain Corporation

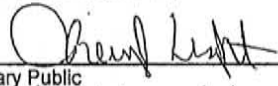
By: 
James P. Wason, Attorney-in-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 22nd day of June, 2004, by James P. Wason, as Attorney-in-Fact of Kerr-McGee Rocky Mountain Corporation, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official Seal.




Notary Public



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Page: 1 of 3
03/13/2008 03:29P
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Boulder County Clerk, CO PTR EASEMENT R 16.00

CO-500006719
CO-ROW-60427-003
16-427-8 inch**PARTIAL RELEASE OF RIGHT-OF-WAY**

THIS PARTIAL RELEASE OF RIGHT-OF-WAY, dated as of March 6, 2008 is made by Kerr-McGee Gathering LLC, a Colorado limited liability company with an address of 1099 18th Street, Denver, Colorado 80202 ("KMGG").

WHEREAS, by instrument dated September 21st, 1981 and recorded at Reception Number 470726 of the real property records of Boulder County, Colorado, Elre Eight, Ltd., a limited partnership conveyed to Panhandle Eastern Pipe Line Company, a Delaware Corporation a right-of-way and easement (the "Right of Way") on, over, under, across and through the following described lands in Boulder County, Colorado:

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM
Section 24: S 1/2

WHEREAS, KMGG is the current owner of record of the Right of Way; and,

WHEREAS, the Right of Way is hereby being partially surrendered at the request of the present surface owner in order to accommodate the sale of property upon the surface estate.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, KMGG, does hereby release and quitclaim unto the current surface estate owners, their successors and assigns, all of KMGG's right, title and interest in and to the Right of Way **LESS AND EXCEPT** that portion of the Right of Way covering lands more particularly described on Exhibit A attached hereto and made a part hereof, which KMGG shall **RETAIN** all right title and interest.

It being expressly recognized and confirmed that this partial release and quitclaim shall have no effect on that portion of the Right of Way more particularly described on Exhibit A attached hereto and made a part hereof.

KERR-MCGEE GATHERING LLC
a Colorado limited liability company
By its manager
Kerr-McGee Oil & Gas Onshore LP

By: 
Joseph H. Lorenzo, Agent and Attorney-in-Fact

my PC

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of March, 200, by Joseph H. Lorenzo as Agent and Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, a Delaware Limited Partnership, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

WITNESS my hand and official seal.


Notary Public

My commission expires: 1-19-2011

(SEAL)



My Commission Expires 01/19/2011

(Hand delivered)
Sent Recorded
Copy to Nora
on 3/31/08

Canyon Creek filing
#6

ROB



EXHIBIT

Boulder County Clerk, CO PTR EASEMENT R 16.00

EAST 1/4 CORNER SEC. 24
T1N, R69W, 6TH P.M.

S89°50'09"E 75.02'

S89°50'09"E

EXISTING 50' PIPELINE ESMT REC# 496103
CENTERLINE BEING 80' WEST OF SEC. LINE

NE SE 1/4

CENTERLINE OF EXISTING PIPELINE
REC# 470726 (BLANKET ESMT)
55' FROM SECTION LINE

30'
25'
75'

2652.73'

2652.70'

N00°59'06"W

S00°59'06"E

S00°59'06"E

SE SE 1/4

N89°51'22"W 75.01'

N89°51'22"W

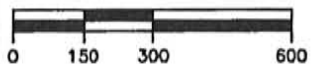
TRUE POINT OF BEGINNING

POINT OF COMMENCEMENT
SE CORNER SECTION 24
T1N, R69W, 6TH P.M.

NOTE: THIS EXHIBIT DOES NOT
REPRESENT A MONUMENTED SURVEY,
IT IS INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.



SCALE: 1" = 300'



Integral Surveying
Mapping the Future

P.O. Box 930, 568 Briggs Street • Erie, Colorado 80516
(303) 828-3340 • FAX: (303) 828-3418
www.integralsurveying.com www.coloradoalta.com

KERR MCGEE PIPELINE EASEMENT
SITUATED IN THE SE 1/4 OF SEC. 24,
T1N, R69W OF THE 6TH P.M.
BOULDER COUNTY, COLORADO.

DATE:	SCALE	JOB NO.:	DRAWN:	CHECKED:
03/06/08	1"=300'	S085017	SRA	JPE



2916317

Page: 3 of 3
03/13/2008 03:29P
D 0.00

Boulder County Clerk, CO PTR EASEMENT R 16.00

Integral Surveying

March 06, 2008

LEGAL DESCRIPTION – PIPELINE EASEMENT

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

THE WEST 75 FEET OF THE EAST 105 FEET OF SAID SOUTHEAST QUARTER OF
SECTION 24;

CONTAINING 198,954 SQ. FT. OR 4.567 ACRES, MORE OR LESS.

John P. Ehrhart, PLS
Colorado PLS #29414



*See attached exhibit

AFTER RECORDING RETURN
TO: ASHLY SMITH
KERR-MCGEE GATHERING LLC
1099 18TH STREET
DENVER, CO 80202



PARTIAL RELEASE OF RIGHT-OF-WAY GRANT

Kerr-McGee Gathering LLC, a Colorado limited liability company ("KMG"), successor in interest to Panhandle Eastern Pipe Line Company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby terminate, cancel, waive all rights under and release the right-of-way granted over the property described in Exhibit A attached hereto and incorporated herein by that certain Right-of-Way Grant which was executed for the benefit of Panhandle Eastern Pipe Line Company on the 21st day of September, 1981 and which was recorded on October 30, 1981, in the real property records of Boulder County, Colorado under Reception Number 470726, only insofar as it affects the real property described on Exhibit A attached hereto.

The undersigned also represents and warrants that it has made no transfer of rights to any other persons of the right-of-way hereby being terminated in connection with the property described in Exhibit A.

Except only as specifically released hereby, all other rights, right-of-ways, easements, benefits and obligations created by the above-referenced Right-of-Way Grant remain valid and in full force and effect and are hereby affirmed.

EXECUTED this 14th of November, 2001

KERR-McGEE GATHERING LLC,
a Colorado limited liability company

By its Manager:

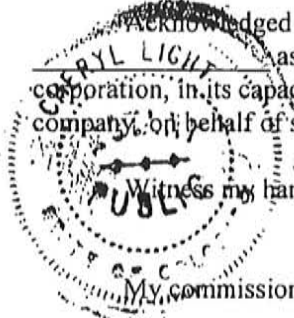
KERR-McGEE ROCKY
MOUNTAIN CORPORATION,
a Delaware corporation

By: Dale Cantwell
Title: Vice President

STATE OF COLORADO)
) ss.
CITY and COUNTY OF DENVER)

Acknowledged before me this 14th day of November, 2001, by Dale Cantwell as Vice President of Kerr-McGee Rocky Mountain Corporation, a Delaware corporation, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such limited liability company.

Witness my hand and official seal.



My commission expires: 3-24-2004

Cheryl Light
Notary Public



2220518

Page: 2 of 2

11/16/2001 03:23P

Boulder County Clerk, CO PTR EASEMENT R 10.00

D 0.00

EXHIBIT A

TRACT B, CANYON CREEK SUBDIVISION FILING NO. 5, COUNTY OF BOULDER,
STATE OF COLORADO.

NOTHING HEREIN SHALL RELEASE ANY RIGHTS GRANTED IN THAT CERTAIN
RIGHT-OF-WAY GRANT RECORDED ON MAY 30, 2001 UNDER RECEPTION NO.
2154529 OF THE BOULDER COUNTY RECORDS.



2243779

Page: 1 of 2

01/17/2002 08:37A

Boulder County Clerk, CO PTR EASEMENT R 10.00

D 0.00

**CORRECTION OF
PARTIAL RELEASE OF RIGHT-OF-WAY GRANT**

This Correction of Partial Release of Right-of-Way Grant is to correct the Partial Release of Right of Way Grant, dated November 14, 2001 executed by Kerr-McGee Gathering LLC, a Colorado limited liability company, successor in interest to Panhandle Eastern Pipe Line Company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 which was recorded November 16th, 2001 under Reception Number 2220518 in the real property records of Boulder County, Colorado (the "Records").

The Partial Release incorrectly referred to that certain Right-of-Way Grant which was executed for the benefit of Panhandle Eastern Pipe Line Company on the 21st day of September, 1981 and which was recorded on October 30, 1981, under Reception Number 470726 in the Records.

The correct Right-of-Way Grant is that certain Right-of-Way Grant executed for the benefit of Panhandle Eastern Pipe Line Company on May 6, 1982 and recorded on May 26, 1982 in Volume 1208 at Page 496103 in the Records, insofar and only insofar as it affects the real property described as follows:

**TRACT B, CANYON CREEK SUBDIVISION FILING NO. 5,
COUNTY OF BOULDER, STATE OF COLORADO.**

EXECUTED this 3rd of January, 2002

KERR-McGEE GATHERING LLC,
a Colorado limited liability company

By its Manager:

KERR-McGEE ROCKY
MOUNTAIN CORPORATION,
a Delaware corporation


By: **JANET W. PASQUE**
Title: **Vice President**

correct
ROW-60499-02

incorrect

ROW-60427-03



2243779

Page: 2 of 2

01/17/2002 08:37A

Boulder County Clerk, CO PTR EASEMENT R 10.00

D 0.00

STATE OF COLORADO }

} SS.

CITY and COUNTY OF DENVER }

Acknowledged before me this 3rd day of January, 2002, by
Janet W. Pasave as Vice President of Kerr-McGee
Rocky Mountain Corporation, a Delaware corporation, in its capacity as Manager of
Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such
limited liability company.

Witness my hand and official seal.
LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 03/10/2002
My commission expires: _____

Lynda K. Hendrix
Notary Public

KERR-McGEE
ROCKY MOUNTAIN CORPORATION
1999 BROADWAY
SUITE 3600
DENVER, CO 80202



2672284

Page: 1 of 6
03/17/2005 08:13A
Boulder County Clerk, CO AG R 31.00 D 0.00**AGREEMENT FOR RELOCATION OF PIPELINE AND RIGHT-OF-WAY**

THIS AGREEMENT ("Agreement") is entered into this 23rd day of September, 2004, by and between Engle Homes, Inc. ("Engle"), whose address is 10700 East Geddes Avenue, Englewood, Colorado 80112, and Kerr-McGee Gathering LLC ("KMG"), a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202.

RECITALS

A. KMG is the successor in interest to a Right-of-Way Grant ("Existing Right-of-Way") across a portion of Sections 13 & 24, Township 1 North, Range 69 West of the 6th P.M. in Boulder County Colorado. The Existing Right-of-Way was originally conveyed to Panhandle Eastern Pipe Line Company for natural gas pipeline purposes by instrument recorded May 6, 1982, in Book 1208, reception #496103, of the records of the Boulder County Clerk and Recorder.

B. Engle is the current owner of a portion of the South Half (S/2) of Section 13 and the North Half (N/2) of Section 24 Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado (the "Property").

C. Engle plans to develop the surface of the Property as a residential development known as "Creekside Development".

D. In order to accommodate the proposed development of the Property by Engle, KMG agrees to physically relocate its pipeline, at Engle's sole cost and expense, to a new location of KMG's choice, located either: (1) within a replacement right-of-way or rights-of-way obtained from third parties at Engle's sole cost and expense, not to exceed two thousand five hundred dollars and 00/100 (\$2,500) or (2) at a different location within the Existing Right-of-Way.

NOW, THEREFORE, in consideration of the covenants contained herein and the mutual benefits to be derived, KMG and Engle agree as follows:

- Replacement Right-of-Way and Partial Release. If KMG elects option one described in Recital D above, KMG shall obtain one or more replacement rights-of-way (each, a "Replacement Right-of-Way") at Engle's sole cost and expense, not to exceed two thousand five hundred dollars and 00/100 (\$2,500), such Replacement Rights-of-Way to be upon terms and conditions acceptable to KMG in its sole discretion. After the physical relocation of the pipeline and the tie-in of the relocated pipeline to a new location on the Replacement Rights-of-Way, KMG shall provide and execute a Release of Right-of-Way (Exhibit "A") relinquishing and quitclaiming that portion of the Existing Right-of-Way no longer utilized by KMG after the pipeline has been relocated.
- Waiver, Release and Covenant. KMG shall enter into with the surface owner and/or Engle as applicable, a Waiver, Release and Covenant, in substantially the form attached hereto as Exhibit "B".
- Pipeline Relocation Expense. KMG has prepared a good faith estimate of the costs and expenses to be incurred in the pipeline relocation project and a summary of those costs and expenses is set forth on Exhibit "C" hereto. The estimated costs and expenses set forth on Exhibit "C" are in addition to any costs associated with acquiring Replacement Rights-of-Way. Upon execution of this Agreement, Engle will pay KMG the total estimated cost of pipeline relocation, which is, thirty-three thousand eight hundred twenty-six dollars and 00/100 (\$33,826.00). It is understood that this amount is only an estimate and that Engle shall be obligated to pay or reimburse KMG for all actual cost and expenses related to the Pipeline relocate. Upon conclusion of the relocation, the parties shall reconcile the costs incurred and payments made, with appropriate adjustments and reimbursements to Engle or supplemental payments to KMG being made within sixty (60) days after the pipeline relocation is completed.
- Amendments. This Agreement cannot be modified, except by a written agreement signed by both parties hereto.
- Binding Effect. The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement shall be a covenant running with the Property and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Engle and KMG.

ROB 1/2
CREEKSIDE

Co- PRA-60499-009

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Engle Homes, Inc.

By: [Signature]
Rob Thorshem, Director of Land Development

Kerr-McGee Gathering LLC
a Colorado limited liability company
By its Manager,
Kerr-McGee Rocky Mountain Corporation

By: [Signature]
James P. Wason, Attorney-in-Fact

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 18th day of October, 2004, by Rob Thorshem, as Director of Land Development, on behalf of Engle Homes, Inc.

Witness my hand and official Seal.

My Commission Expires: _____

ROBYN BURSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/20/2007

[Signature]
Notary Public

(SEAL)

STATE OF COLORADO)
CITY AND)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 30th day of November, 2004, by James P. Wason, as Attorney-in-Fact of Kerr-McGee Rocky Mountain Corporation, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires: _____

[Signature]
Notary Public

LISAM. SCHIEL
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires 03/15/2008

Exhibit "A"
(form)

Attached to and made a part of that certain Agreement for Relocation of Pipeline and Right-of-Way between Engle Homes, Inc., and Kerr-McGee Gathering LLC, dated September 23, 2004

RELEASE OF RIGHT-OF-WAY

THIS RELEASE OF RIGHT-OF-WAY, dated as of _____, 2004 is made by Kerr-McGee Gathering LLC, a Colorado limited liability company with an address of 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("KMG").

WHEREAS, by instrument dated May 6, 1982 and recorded at Book 1208, Reception Number 496103 of the real property records of Boulder County, Colorado, Erie Eight, Ltd. conveyed unto Panhandle Eastern Pipe Line Company ("PEPL") a right-of-way grant (the "Right of Way") on, over, under, across and through the following described lands in Boulder County, Colorado:

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM

The South Half of Section 24, except that parcel conveyed by film 836, Reception No. 85991, Boulder County, Records; the Northwest Quarter of Section 24; the Southeast Quarter of the Southwest Quarter of Section 13

WHEREAS, KMG is the successor in interest to PEPL and is the current owner of record of the Right-of-Way; and,

WHEREAS, the Right of Way is hereby being partially surrendered in order to accommodate the residential development of the surface estate.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, KMG, as successor to PEPL, does hereby release and quitclaim unto the current surface estate owners, their successors and assigns, all of KMG's right, title and interest in and to the Right-of-Way, but **insofar and only insofar** as it crosses or lies within the following lands:

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM

A portion of the Northwest Quarter of Section 24; a portion of the Southeast Quarter of the Southwest Quarter of Section 13

it being expressly recognized and confirmed that this release and quitclaim shall have no effect on those portions of the Right of Way not lying within or crossing the above described premises. The above described premises is more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof.

KERR-MCGEE GATHERING LLC
a Colorado limited liability company

By its Manager,
Kerr-McGee Rocky Mountain Corporation

By: _____
James P. Wason, Attorney in Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by James P. Wason, as Attorney in Fact of Kerr-McGee Rocky Mountain Corporation, in its capacity as Manager of Kerr-McGee Gathering LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public



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Boulder County Clerk, CO AG

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Exhibit "B"

Attached to and made a part of that certain Agreement for Relocation of Pipeline and Right-of-Way between Engle Homes, Inc., and Kerr-McGee Gathering LLC, dated September 23, 2004

WAIVER, RELEASE AND COVENANT

THIS WAIVER, RELEASE AND COVENANT ("Waiver") is entered into this _____ day of _____, 2004, between _____, ("Surface Owner"), whose address is _____ and Kerr-McGee Gathering LLC, a Colorado limited liability company whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("KMG").

RECITALS

- A. Concurrently with the execution of this Waiver, Surface Owner has conveyed and delivered to KMG a non-exclusive natural gas pipeline Right-of-Way Grant ("GRANT") covering certain lands within the S/2 of Section 13 and the N/2 of Section 24, Township 1 North, Range 69 West, Boulder County, Colorado.
- B. In connection with its development of the foregoing described lands, Surface Owner desires to construct or install certain improvements, including, but not limited to landscaping, sprinkler system, fences, sidewalks, paved streets, and water drainage and sewer systems (collectively, the "Improvements"). Some of these Improvements may be situated upon or across the GRANT.
- C. Surface Owner and KMG desire to enter into this Agreement in order to address the joint use and occupation of certain portions of the GRANT and, in the event of conflict, to confirm KMG's right to use and gain access to the GRANT and the pipeline situated therein and the priority of that right over any conflicting Improvements made or installed by Engle within the GRANT.

FOR AND IN CONSIDERATION OF the terms and provisions set forth herein and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Engle and KMG agree as follows:

1. **Existing and Future Improvements.** Surface Owner shall be entitled to install, erect or construct within or across the GRANT only those Improvements which permit KMG to maintain reasonably convenient access to the pipeline for inspection, repair and such other purposes as set forth in the GRANT. Without limitation of the foregoing, Surface Owner shall be permitted to install shallow-root landscaping, fencing and signage that is easily removable as well as sidewalks and pathways so long as such sidewalks only cross the GRANT at roughly ninety degree angles. Permanent structures, facilities and other Improvements which preclude KMG from gaining access to the pipeline without substantial effort or expense, such as buildings, stone, brick or iron fencing, water works (lakes, waterfalls) or paved streets shall not be permitted. In the event KMG needs to remove, deconstruct, damage or destroy any Improvement permissibly placed within the GRANT, it shall be permitted to do so and shall bear no liability to Surface Owner for any cost, loss or damage suffered by Surface Owner as a result thereof. Stated otherwise, the placement of any Improvements within the GRANT shall be at Surface Owner's sole cost, risk and expense and at all times subject to KMG's senior rights to maintain and secure access to its GRANT. Surface Owner hereby waives and releases KMG and its affiliates, members, officers, agents, representatives, employees, successors and assigns, from any and all liability for any claims, damages or losses associated in any way with damage to or loss of such Improvements, regardless of fault or negligence on the part of KMG. Moreover, to the extent that KMG incurs increased costs because of the installation of Improvements in the GRANT, including costs that are the result of delay in the course of either routine or emergency maintenance of the pipeline, Surface Owner shall be liable to KMG for such increased costs. Except in cases of emergency, each party shall advise the other not less than 24 hours in advance of any trenching or digging activities within the GRANT.
2. **Cover.** Surface Owner shall restore and maintain a minimum soil cover of 48" in all directions around the pipeline located on Surface Owner's lands within the GRANT.
3. **Indemnification.** Surface Owner shall indemnify, defend and hold harmless KMG and each of their respective affiliates, members, officers, agents, representatives, employees, successors and assigns, against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of any nature that are associated with or arise, directly or indirectly, out of the installation, construction, use or presence of Improvements located within the GRANT.
4. **Successors and Assigns.** This Waiver shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
5. **Recording.** This Agreement shall be a covenant, recordable against the lands described above, constituting both a benefit and a burden running with title to such lands.
6. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be considered an original, and all counterparts together comprising one instrument.



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Boulder County Clerk, CO AG R 31.00 D 0.00

7. Further Assurances. Each of the parties hereto agrees to execute and deliver such additional instruments and to take such additional actions so as to permit the full and complete enjoyment of the rights and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTOR:

Surface Owner:

GRANTEE:

KERR-McGEE GATHERING LLC, a Colorado
limited liability company
By its Manager, KERR-McGEE ROCKY MOUNTAIN
CORPORATION

By: _____

By: _____
James P. Wason, Attorney in Fact

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____,
2004, by _____, as _____, of
_____, on behalf of such _____.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

(SEAL)

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF)

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, in its
capacity as Manager of Kerr-McGee Gathering, a Colorado Limited Liability Company, on behalf of such
company.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

(SEAL)

**2672284**Page: 6 of 6
03/17/2005 08:13A

Boulder County Clerk, CO AG

R 31.00

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Exhibit "C"
to Pipeline Relocation Agreement between Engle Homes, Inc. and
Kerr-McGee Gathering LLC.

Engle Homes, Inc. 6" Pipeline Relocation Estimate of Expenses

	SIZE	FOOTAGE	LABOR	MATERIAL
PIPE/PIPE REMOVAL 6"		700'	\$14,450.00	\$10,100.00
XRAY,INSP				
ENGR/DRAFTING/ROW			\$ 2,500.00	\$ 876.00
HYDRO TEST/NITROGEN			\$ 1,500.00	
OPERATIONAL LOST GAS				
MISC LEGAL CONTINGENCIES				
TOTAL			\$18,450.00	\$10,976.00
SUB TOTAL				\$29,426.00
ADMINISTRATIVE OVERHEAD			\$ 4,400.00	
GRAND TOTAL			\$33,826.00	

KERR-McGEE
ROCKY MOUNTAIN CORPORATION
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

RIGHT-OF-WAY GRANT

This **RIGHT-OF-WAY GRANT** ("Grant") dated August 28, 2018 ("Effective Date") is from Erie Four Corners, LLC a Colorado Limited Liability Company ("Grantor"), whose address is 21 S. Sunset Street Longmont, CO 80503, to KERR-MCGEE GATHERING LLC ("Grantee"), whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202. Grantor and Grantee are referred to herein in the singular sense as a "Party" or in the plural sense as the "Parties."

The Parties agree as follows:

1. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its successors and assigns a perpetual right-of-way and easement for the purposes of surveying, constructing, maintaining, cathodically protecting, inspecting, operating, repairing, replacing, modifying, changing the size of, reconstructing, marking, monitoring, abandoning, removing or relocating and releasing, at Grantee's election, pipeline[s], electric power lines, data transmission lines and equipment, and all associated appurtenances below and above ground, as necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, in, on, over, under, or through the lands situated in Boulder County, State of Colorado, being described as follows:

A 70-FOOT WIDE GAS EASEMENT LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 5TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, LYING 35 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 5TH PRINCIPAL MERIDIAN TO BEAR NORTH 00°59'04" WEST BETWEEN A FOUND 2 INCH DIAMETER ALUMINUM CAP MONUMENT WITH ILLEGIBLE STAMPING, IN RANGE BOX, AT THE SOUTHEAST CORNER OF SECTION 24 AND A FOUND 2 INCH DIAMETER ALUMINUM CAP MONUMENT WITH ILLEGIBLE STAMPING, IN RANGE BOX, AT THE NORTHEAST CORNER OF SECTION 24, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTHEAST CORNER OF SAID

SECTION 24; THENCE SOUTH 89°01'05" WEST 95.00 FEET;

THENCE NORTH 00°58'55" WEST 1327.47 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 70-FOOT WIDE GAS EASEMENT, ON THE SOUTH LINE THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE CONTINUING NORTH 00°59'04" WEST ALONG SAID CENTERLINE A DISTANCE OF 1326.62 FEET TO THE POINT OF TERMINUS ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 24.

THE SIDE BOUNDARIES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY TO ENCOMPASS A CONTINUOUS STRIP OF LAND, NOT LESS THAN 70- FEET WIDE, AT ALL PARTS OF THE GRANTOR'S PROPERTY.

EASEMENT CONTAINS: 92,863.3 SQUARE FEET OR 2.13 ACRES.

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") is seventy (70) feet as described in more particular detail on Exhibit A attached hereto and incorporated herein.

2. If there is a deviation in the Right-of-Way Lands as constructed, then the Parties shall each execute, notarize, and deliver, and Grantee shall record, a notice of pipeline location and an amendment to this Grant with an as-built survey plat.

3. Grantee may utilize temporary workspace parallel and adjacent to the Right-of-Way Lands for the purposes of the Grant as set forth herein, such workspace being described in more particular detail on Exhibit A. Except in the case of emergency, Grantee shall deliver advance written notice of its use of such temporary workspace.

4. Grantor represents and warrants to Grantee that it holds the entirety of the fee simple interest in the lands subject to the easement and right-of-way granted herein, and that Grantor has the full right, power and authority to execute and deliver this Grant to Grantee.

5. Grantee shall bury pipelines and appurtenances constructed underground at a depth of not less than 36 inches below the surface of the ground. Grantor shall not increase or decrease the surface elevation on the Right-of-Way Lands without Grantee's prior written consent. Grantee shall repair and restore fencing on or adjacent to the Right-of-Way Lands removed or severed by Grantee to the condition such fencing was in prior to such removal or severance. If necessary to prevent the escape of Grantor's livestock, Grantee shall construct temporary gates or fencing in areas affected by Grantee's operations.

6. To the extent reasonably practicable, Grantee shall restore the surface of Right-of-Way Lands affected by Grantee's operations, and shall level and sufficiently compact the soil to its condition immediately prior to such operations.

7. Grantor shall not build, create, construct or permit to be built, created or constructed, any obstruction, building, fencing, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of Grantee.

8. Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to, the right of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder.

9. Grantee may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way. Grantee shall be subrogated to the rights of the party to whom such payment is made, and in addition to its other rights, may reimburse itself out of any other amounts otherwise payable to Grantor hereunder. Grantor shall deliver 30 days' advance written notice to Grantee of foreclosure or any other statutory or non-statutory proceeding diminishing Grantee's rights pursuant to this Grant.

10. Grantee shall repair, replace or otherwise compensate Grantor for damages resulting from Grantee's operations on the Right-of-Way Lands, except for damage to structures or improvements placed

in the Right-of-Way Lands contrary to the provisions herein. Grantor shall pay for, reimburse, indemnify and hold Grantee harmless from all claims or damages resulting from Grantor's operations on the Right-of-Way Lands.

11. As between the Parties, neither Party shall be obligated to pay the punitive or consequential damages of the other Party respecting any matter arising under or in connection with this Grant.

12. Each Party waives to the full extent under applicable law the right to a jury trial respecting any matter arising under or in connection with this Grant.

13. This Grant may not be modified, except by an instrument in writing signed by both Parties.

14. The rights granted herein may be assigned in whole or in part.

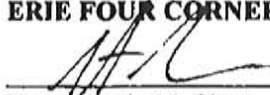
15. It is the express intent of the Parties that the provisions herein touch and concern the subject lands, that such provisions constitute a real covenant running with such lands, and that the provisions herein shall be binding upon each Parties' respective successors and assigns.

16. This Grant may be executed in counterparts each of which shall be considered the same instrument.

[Execution and Acknowledgment Page Follows]

The Parties have executed this **RIGHT-OF-WAY GRANT** to be effective on the Effective Date.

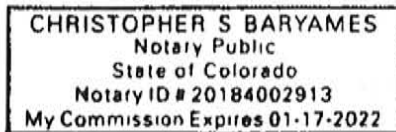
GRANTOR:
ERIE FOUR CORNERS LLC


Name: Justin McClure
Title: Manager

STATE OF COLORADO }
 }
BOULDER COUNTY }

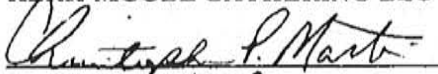
The foregoing **RIGHT-OF-WAY GRANT** was acknowledged before me on August 28 2018, by Justin McClure, in his/her capacity as Manager for Erie Four Corners, LLC, on behalf of such limited liability company.

Witness my hand and official Seal.



Notary Public: Christopher Baryames
My Commission Expires: 01/17/2022

GRANTEE:
KERR-MCGEE GATHERING LLC


Name: Christopher P. Martin
Title: Agent & Attorney-in-Fact

STATE OF COLORADO }
 }
CITY AND COUNTY OF DENVER }

The foregoing **RIGHT-OF-WAY GRANT** was acknowledged before me on 28th Aug. 2018, by Christopher P. Martin, in his/her capacity as Agent & Attorney in Fact for Kerr-McGee Gathering LLC, on behalf of such limited liability company.

Witness my hand and official Seal.



Notary Public: 
My Commission Expires: Feb. 17, '22

[End of Execution and Acknowledgment Page]

EXHIBIT A TO RIGHT-OF-WAY GRANT**Dated August 28, 2018**Description of Right-of-Way Lands**EASEMENT DESCRIPTION.**

A 70 FOOT WIDE GAS EASEMENT LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24 TOWNSHIP 1 NORTH RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF BOULDER STATE OF COLORADO LYING 35 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 24 TOWNSHIP 1 NORTH RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN TO BEAR NORTH 00°59'04" WEST BETWEEN A FOUND 2 INCH DIAMETER ALUMINUM CAP MONUMENT WITH ILLEGIBLE STAMPING, IN RANGE BOX AT THE SOUTHEAST CORNER OF SECTION 24 AND A FOUND 2 INCH DIAMETER ALUMINUM CAP MONUMENT WITH ILLEGIBLE STAMPING, IN RANGE BOX AT THE NORTHEAST CORNER OF SECTION 24 WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24,

THENCE SOUTH 89°01'05" WEST 65.00 FEET,

THENCE NORTH 00°58'55" WEST 1327.47 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 70-FOOT WIDE GAS EASEMENT ON THE SOUTH LINE THE NORTH ONE HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 24

THENCE CONTINUING NORTH 00°59'04" WEST ALONG SAID CENTERLINE A DISTANCE OF 1328.62 FEET TO THE POINT OF TERMINUS ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 24

THE SIDE BOUNDARIES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY TO ENCOMPASS A CONTINUOUS STRIP OF LAND, NOT LESS THAN 70- FEET WIDE AT ALL PARTS OF THE GRANTOR'S PROPERTY

EASEMENT CONTAINS 92 863.3 SQUARE FEET OR 2.13 ACRES

PREPARED BY



ROBERT A. RICKARD
CO PLS NO 28283
3021 GARDENIA WAY
SUPERIOR, CO 80027
PHONE 303-521-7378

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, that A. L. Overton and Stanley R. Medsker,
Co-Trustees

of the Post Office of Boulder, in the State of Colorado,
hereinafter referred to as "Grantor" (whether one or more), in consideration of One Dollar (\$1.00), to them,
in hand paid, receipt of which is hereby acknowledged, and the further consideration of
\$ 15.00 per linear rod, to be paid before the ~~XXXX~~ pipe line hereinafter specified is laid do
hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, a Delaware Corporation, having an
office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee," a Right-of-Way to
lay, construct, maintain, lower, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line
~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~ drips, pipe line markers, valves, launchers, receivers, cathodic
equipment, test leads, and all appurtenances convenient for the maintenance and operation of said line and for the
transportation of oil, gas, or other substances therein, under, on, over and through the premises hereafter described,
and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for
the purposes aforementioned in the County of Boulder in the State of Colorado; to-wit:

A parcel of land in the North Half of the Southeast Quarter of Section 24, Township 1 North,
Range 69 West of the 6th P.M., described as follows: Beginning at the East Quarter Corner
of Section 24, which is also the True Point of Beginning; thence South 00 Degrees 59 Min-
utes 04 Seconds East, 1326.54 feet; thence North 89 Degrees 52 Minutes 59 Seconds West,
1699.28 feet; thence North 00 Degrees 54 Minutes 34 Seconds West, 1327.96 feet; thence
South 89 Degrees 50 Minutes 03 Seconds East, 1697.57 feet to the True Point of Beginning.
Said pipeline right-of-way shall be West 50 feet of the East 80 feet of the above-
described parcel of land.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said PANHANDLE EASTERN PIPE
LINE COMPANY, its successors and assigns.

~~XX~~
Grantee to have the right to select and change the route of ~~XX~~ pipe line herein authorized to be
laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a mini-
mum of ~~XXXX~~ 30 inches. Grantor shall not construct or place anything over or so close to any pipe line or other facility
of Grantee as will be likely to interfere with Grantee's surveillance of or access thereto by use of equipment or means
customarily employed in the surveillance of or maintenance of pipe line nor intentionally cause the original cover
over any pipe line to be reduced below whichever is the greater of a minimum cover of two (2) feet or below the mini-
mum cover required at any time by any applicable pipe line safety code. All damage to growing crops, drainage tile
and fences of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be main-
tained and operated by Grantee shall be paid by Grantee after the damage is done, said damage, if not mutually agreed
upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be
appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons
shall be final and conclusive.

Payment of all moneys becoming due hereunder may be paid to A.L. Overton and Stanley R. Medsker
at 7720 E. Belleview Ave., #46-B, Englewood, Colorado 80111

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties
hereto, and all rights herein granted, or any of them separately, may be released or assigned in whole or in part. It is
understood that this Grant cannot be changed in any way except in writing, signed by the Grantor and a duly authorized
agent of the Grantee.

This instrument prepared by W. L. Robertson P. O. Box 1348, Kansas City,
Missouri 64141. PANHANDLE EASTERN PIPE LINE COMPANY, also having a legal address of P. O.
Box 127, Brighton, Colorado 80601.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 21st
day of September, A.D., 19 81

A. L. Overton

Stanley R. Medsker

CO ROW 60427-001

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF COLORADO) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, day of _____, 19____

by _____ and _____

husband and wife.

My Commission expires: _____

NOTARY PUBLIC

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF COLORADO) ss.

COUNTY OF Eagle

The foregoing instrument was acknowledged before me this 30th, day of September, 1981

by STANLEY R. MEDSKER



My Commission expires: 12/23/83

NOTARY PUBLIC

STATE OF COLORADO) ss.

County of Arapahoe

The foregoing instrument was acknowledged before me this 11th day of December, 1981
by A. L. Overton. My commission expires: 1-17-84

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, day of _____, 19____

by _____

of _____, a _____

corporation, on behalf of the corporation.

NOTARY PUBLIC

My Commission expires: _____

LINE NO. 16-10-075-427-12", Tr. 1

Right-of-Way Grant

FROM

OVERTON, A. L. & MEDSKER, Stanley R.

TO

PANHANDLE EASTERN PIPE LINE COMPANY
P. O. BOX 127
BRIGHTON, COLORADO 80601
STATE OF COLORADO
COUNTY OF Boulder ss.

This instrument was filed for record on the
11 day of Feb, 1982, at 10:47 o'clock
P.M., and duly recorded in Book 1197
page 483242 of the records of this office.

County Clerk

By: 56 Deputy Clerk

NUMBER _____

3-1

RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other valuable consideration, (\$10.00 and more) to the underlined in hand paid, the receipt whereof is hereby acknowledged, Erie C. Grant, Venture, A.L. Overton, and Stanley R. Medsker, Co-Trustees, having an address at 270 E. Bellevue Ave., Englewood, CO 80111, hereinafter called "Grantor", does hereby grant to VESSEL'S OIL & GAS COMPANY, of 600 South Cherry Street, Suite #1220, Denver, Colorado 80222, its successors and assigns, hereinafter called "Grantee", the right and easement to lay, construct, reconstruct, replace, repair, maintain, operate, change the size of, increase the number of, 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 the certain parcel of land of which Grantor warrants that Grantor is the surface owner, situated in Boulder County, State of Colorado, and described as follows, to-wit:

Township 11 North, Range 69 West, of the 6th P.M.
Section 34: A pipeline 70' from the East property line
in the N/2SE/4,

as more fully described in Exhibit "A"
attached hereto and made a part hereof

The route selected by Grantee shall be a strip of land fifty feet (50') wide within which all additional lines, as provided for herein, must be laid.

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. The top of said pipelines shall be buried at least thirty-six inches (36") beneath the surface of the ground. At points where the pipeline crosses water courses or projecting ledges of rock, they may be laid above the surface.

The Grantee and its employees and agents, at any and all times where 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.

To Have and to Hold the said easement unto the Grantee, its successors and assigns, so long as the same shall be used or useful for the purposes of the Grantee. If the Grantee agrees to terminate 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.

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 all operations herein contemplated upon the above identified strip of land. If Grantee re-enters the above described property at a later date, for repair or replacement of pipeline, reasonable and just damages will be negotiated at that time. Grantee hereby agrees to hold the Grantors harmless for any damage to other parties' buried installations incurred by Grantee's operations subject hereto.

Grantor has represented to Grantee that there are prior Right-of-Way Agreements of record, on this property. Grantee understands that there are Right-of-Way Easements granted to Panhandle Eastern Pipeline Company and Western Slope Company. It is the responsibility of Grantee to obtain the permission to lay this pipeline within the prior granted easements.

CD-3000 52665

3-2
This contract shall be effective upon execution. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this agreement is executed this 22 day of April, 1985.

WITNESS:

ER. COMMERCIAL VENTURE

Catherine B Pennington

Stanley R. Medsker
Stanley R. Medsker, Co-Trustee
SS# 502-44-5116

Catherine B Pennington

Stanley R. Medsker
Stanley R. Medsker, Co-Trustee
SS# 521-34-0774

SS#

STATE OF Colorado }
COUNTY OF Engle } ss.

The foregoing instrument was acknowledged before me this 18th day of April, 1985, by Stanley R. Medsker

Witness my hand and official seal.

My commission expires:

5-13-86

Kathleen Schoenfeld
Notary Public

PO Box 938

Montrose, CO 81405

STATE OF Colorado }
COUNTY OF Engle } ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 1985, by A. L. Overton

Witness my hand and official seal.

My commission expires:

1-14-88

Susan Chudler
Notary Public

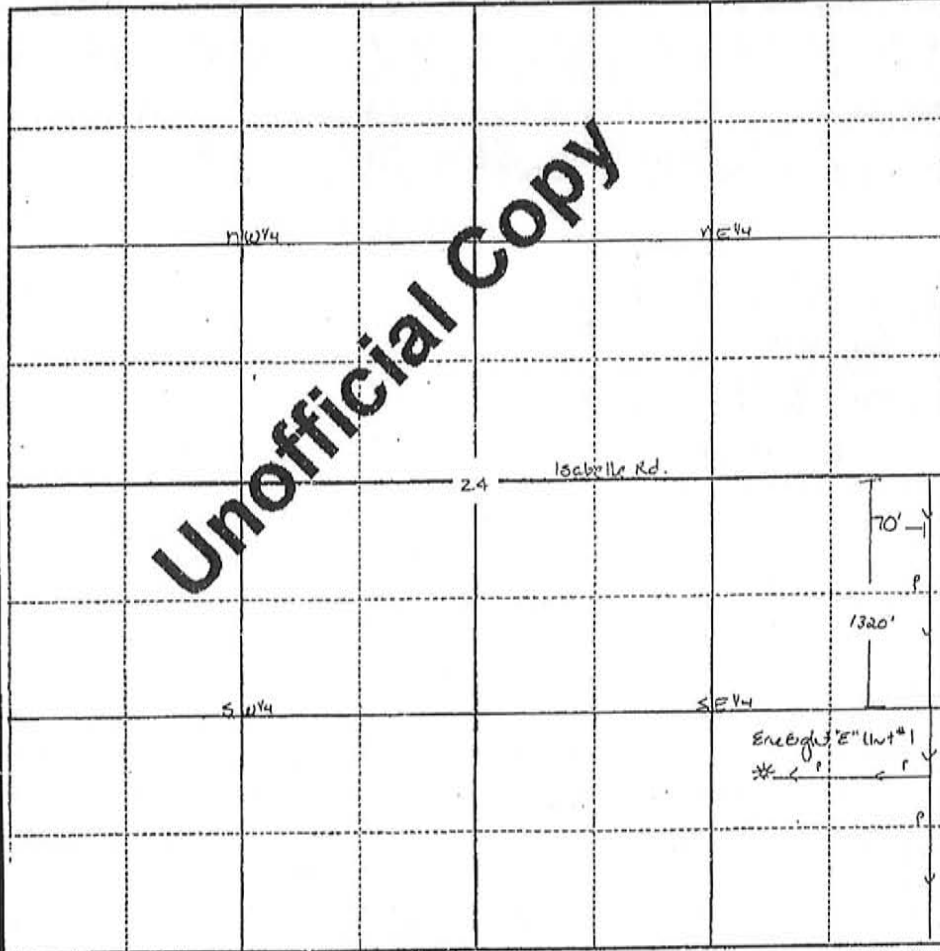
7720 E. Buena Vista Ave.

Englewood, CO 80111

LN06/116

COUNTY "A" attached to R.O.W. Agreement by and between
 Eric Commerce (Venture) Grant and Vessels of Gas Co. Grant
 Township 1 North Range 6A West County Boulder State Colorado

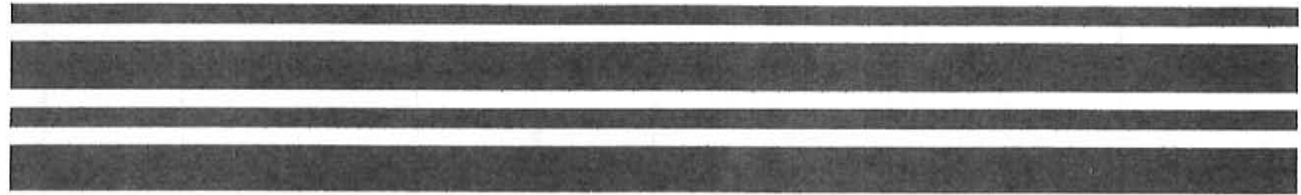
3-3



FORM 45-B

Call

Scale
 1" = 660'
 N.



Land >> Lease >> Lease



D0001757476

Sender Name: Analicia Maldonado
 Date Created: 11/17/2011
 Barcode Expires: **12/17/2011**
 Department: Land Record
 Security: Non-Privileged
COLOR DOCUMENT

Attribute	Value
Description	ENCANA HISTORICAL ROW AGREEMENT - ORIGINAL
Document Date	04/22/1985
Lease Document Type	Surface/Easement/ROW
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-500052665
File Key	2026816
Group Code	LSE
Lease End Date	12/31/2099
Lessor Name	ERIE COMMERCIAL VENTURE
Prospect Name	WATTENBERG GATHERING MIDSTREAM SURFACE (KMGG)/A-42101067
State County	COLORADO:BOULDER(013)

POOR ORIGINAL

Create another submittal sheet:

[New](#) | [Based on this one](#)

Vessels Oil & Gas Company

RIGHT OF WAY EASEMENT

FOR AN IN CONSIDERATION OF Ten and More
dollars (\$ 10.00+) and other good and valuable consideration in hand
paid, the receipt of which is hereby acknowledged, the undersigned Grantor here-
by grants and conveys to Vessels Oil & Gas Company, Grantee, a non-exclusive
easement fifty (50) feet in width, to install, construct, maintain, alter, re-
pair, replace, reconstruct, operate and remove pipelines and related appurten-
ances, fixtures, or devices for the transportation of gas or oil, on, under,
over or through the following described lands in Boulder County, State of
Colorado, the center line of the easement is described as follows, to-wit:

Township 1 North, Range 69 West, 6th P.M.

That part of the NE/4 of Section 24 described as follows:

Segment A: Beginning at a point on the South line of said NE/4 from whence
the East quarter corner bears S 89°54'01" E 106.72 ft.; thence
N 06°33'14" E 107.68 ft.; thence N 02°18'55" E 632.13 ft.; thence
N 01°47'20" W 769.35 ft.; thence N 00°22'02" W 1109.85 ft.; thence
N 89°48'32" W 2615.66 ft. to the West line of said NE/4. *① CAT*
→ a point on CAT *② CAT*

Segment B: Commencing at the North quarter corner of said Section; thence
S 00°53'55" E 35.00 ft.; thence S 89°48'32" E 1691.65 ft. to
a point on the center line described above and true point of begin-
ning thence S 00°25'59" E 868.74 ft. being the total length of
Segment B.

Segment C: Beginning at a point on the East line of said NE/4 lying 375 ft.
South of the Northeast corner of said section running thence
N 90°00'00" W 61.50 ft., more or less, to a point on the center line
described in Segment A.

Subject to existing easements and rights of way of record. cat

As more fully ~~described~~ *shown cat* in exhibit A attached hereto and made part hereof.

The easement encompasses a continuous strip of land 50 feet in width at all
points on the property crossed by the above-described centerline. This easement
is limited and restricted to the use of and for two high pressure natural gas
pipelines not larger than 8" in diameter *x and no other. cat*

This easement is further limited as follows: Grantor shall have the right
to conduct any and all agricultural operations including planting of annual and
perennial crops. Grantor shall have the right to subdivide the property or use
the same for any lawful use and may cross the said easements and provide for the
parking of motor vehicles, driveways, curb cuts, roads, entrances, shrubbery,
signs, blacktop or other hard surface, landscaping, street lights, which will
not interfere with or endanger any of the facilities therein or use thereof.
Grantor shall have the right to grant other easements over and across the above
described easement, provided that said other easements shall not interfere with
the easement granted the grantee herein, subject to the limitations thereof.
Said pipeline shall be buried at least four feet deep to the top of the pipe-
line. Grantee will pay as temporary damages the value of any crop loss oc-
casioned by the construction of the pipeline. Grantee agrees to cause no damage
to any existing water well or trees upon the premises. Grantee will indemnify
the owner against all loss of life, personal injury, or property damage related
to and arising during the course of the construction or from any malfunction of
the pipeline at any time. Grantee will separate any topsoil from subsoil and
will replace all topsoil and promptly repair any settlement along the line for a
two year period following the initial construction, and any maintenance which
interferes with the ground level.

The above sum is acknowledged by the undersigned as full consideration for
the easement. In the event Grantee installs the second pipeline provided for
herein, Grantee shall compensate Grantor for damages at the time of installa-
tion. The grantor reserves the right to cultivate, use and occupy said premises
for any purpose consistent with the rights and privileges herein granted and
which will not interfere with or endanger any of the facilities therein or use
thereof. The grantee at all times shall have the right of access by a reason-
able route to the easement in such a manner as to cause as little damages as

cat ① to a point S 71°13'43" W 61.50' more or less from the Northeast Corner of said Section 24;

cat ② which point is S 00°53'55" W 35' from the North Quarter corner of said Section 24.

CO-S00052680 (original)

3-2

possible and along said easement and thereupon the same for the purposes hereof, which include surveying, inspection and testing. Grantee shall pay grantor for actual damages to land and growing crops occasioned by any future installations, construction, maintenance, alteration, repairing, replacing, reconstruction, and removal of facilities on the easement. All of the limitations hereof shall be covenants which run with the land, and grantee accepts said limitations and covenants by accepting and use of the easement hereby granted.

Wherever practical, Grantee agrees to locate the first pipeline 15 feet West of the existing pipeline. This agreement is subject to any easements or right-of-way of record. *Western Gas Supply Company et al*

- ③ To have and to hold the said easement unto the said Vessels Oil & Gas Company, its successors and assigns so long as the same shall be used or useful for the purposes of the grantee.

Executed by grantor this 21st day of April, 1985.

Charles R. Travis
Charles R. Travis, Personal Representative
for the Estate of Ellen R. Lumry, deceased

STATE OF Colorado)
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 21st day of April, 1985 by Charles R. Travis, Personal Representative for the Estate of Ellen R. Lumry, deceased.

Witness my hand and official seal.

Notario Hemstad
Notary Public

My commission expires June 6, 1987

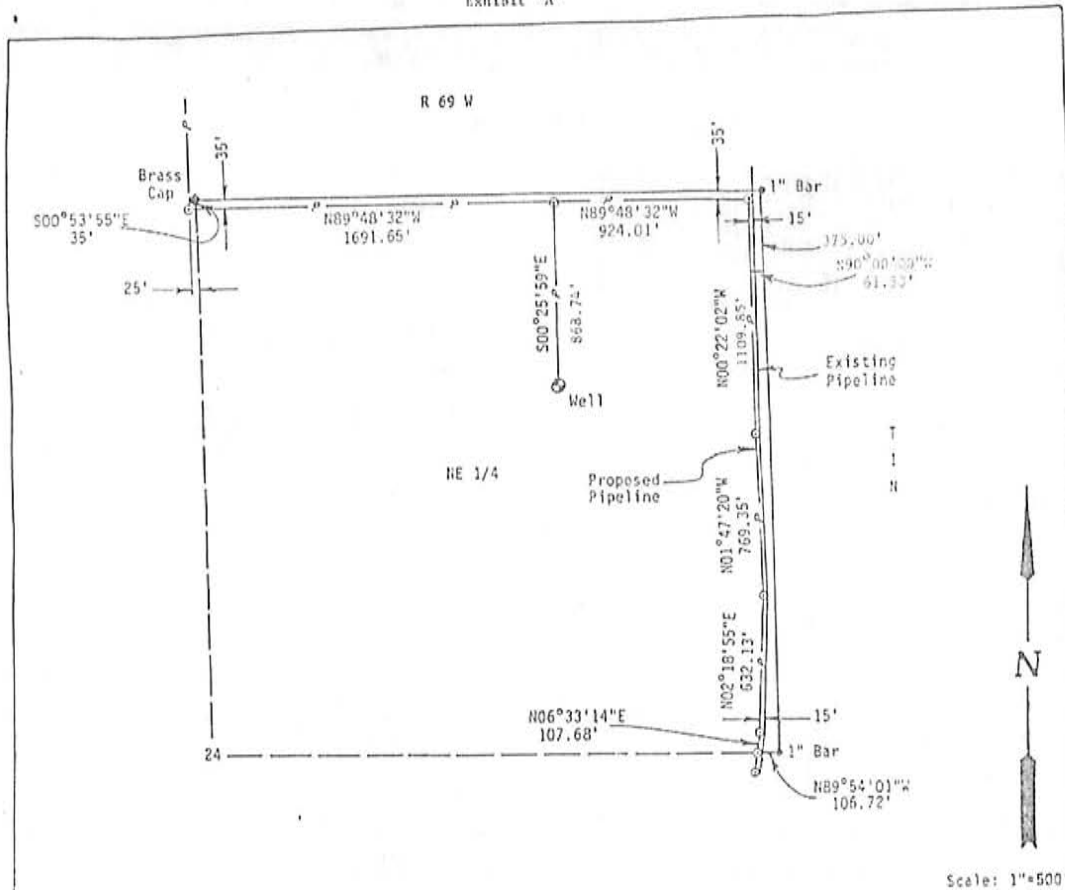
3315 Dover Dr.
Boulder, CO 80303
Place of Residence

- ③ This Right of Way Easement is further subject to collection of that five day sight draft dated April 19, 1985 payable to the Estate of Ellen R. Lumry in the amount of \$10,508.63 and signed by David P. Stimack. If said sight draft is not collected then this Right of Way Easement is null and void.

Charles R. Travis

3-3

Exhibit "A"

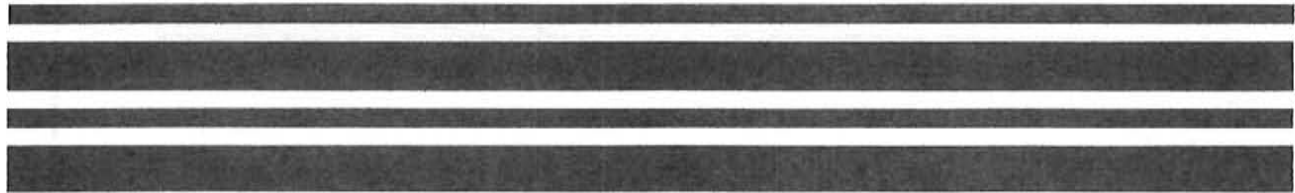


I Roy A. Rush hereby certify that the plat shown is an accurate representation of a Proposed Pipeline for Vessels Oil & Gas Company in the NE 1/4 of Section 24; Township 1 North, Range 69 West of the 6th Principal Meridian, County of Boulder, State of Colorado. The total length of pipeline being 6103.41 feet.



Roy A. Rush
Roy A. Rush Colorado RLS 20693

PROPOSED PIPELINE NE 1/4 Section 24; T1N, R69W of the 6th Principal Meridian Boulder County, Colorado	
PREPARED FOR: Vessels Oil & Gas Company 600 South Cherry St, Ste 1220 Denver, CO 80222	
POWERS ELEVATION OIL FIELD CIVIL ENGINEERING P.O. BOX 2612 DENVER, COLORADO 80201-2612	
DRAWN BY: JP	DATE: 12 APRIL 1985



Land >> Lease >> Lease



D0001777598

Sender Name: Analicia Maldonado
 Date Created: 12/15/2011
 Barcode Expires: **01/14/2012**
 Department: Land Record
 Security: Non-Privileged
COLOR DOCUMENT

Attribute	Value
Description	ORIGINAL - ENCANA HISTORICAL ROW EASEMENT
Document Date	04/21/1985
Lease Document Type	Surface/Easement/ROW
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-500052680
File Key	2026846
Group Code	LSE
Lease End Date	12/31/2099
Lessor Name	ESTATE OF ELLEN R LUMRY
Prospect Name	WATTENBERG GATHERING MIDSTREAM SURFACE (KMGG)/A-42101067
State County	COLORADO:BOULDER(013)

Create another submittal sheet:

[New](#) | [Based on this one](#)

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF COLORADO)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____, day of _____, 19____

by _____ and _____
husband and wife.

My Commission expires: _____

NOTARY PUBLIC

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF COLORADO)

COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 21st, day of September, 1981

by J. B. Telleen

My Commission expires: _____

My Commission expires May 7, 1985

Orville G. Markeland,
3922 Applewood Dr., Colorado Springs, Colo.

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, day of _____, 19____

by _____,

of _____, a _____

corporation, on behalf of the corporation.

NOTARY PUBLIC

My Commission expires: _____

LINE NO. 16-10-075-427-8", Tr. 2

Right-of-Way Grant

FROM

ERIE EIGHT, LTD, a Limited Partnership

TO

PANHANDLE EASTERN PIPE LINE COMPANY
P. O. BOX 127
BRIGHTON, COLORADO 80601
STATE OF COLORADO
COUNTY OF Boulder ss.

This instrument was filed for record on the
30 day of October, 1981, at 3:22 o'clock
P.M., and duly recorded in Book 1185
page 47026 of the records of this office.

County Clerk

By: 462
Deputy Clerk

NUMBER _____

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, that Erie Eight, Ltd., a Limited Partnership

of the Post Office of Boulder, in the State of Colorado, hereinafter referred to as "Grantor" (whether one or more), in consideration of XXXXXXX to them good and valuable XXXXXXX, in hand paid, receipt of which is hereby acknowledged, XXXXXXX consideration XXXXXXX do hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, a Delaware Corporation, having an office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee," a Right-of-Way (2) lay, construct, maintain, lower, inspect, repair, replace, relocate, change the size of, operate, and remove X pipe lines XXXXXXX drips, pipe line markers, valves, launchers, receivers, cathodic equipment, test leads, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Boulder in the State of Colorado; to-wit:

The South Half of Section 24, except that parcel conveyed by Film 836, Reception No. 85991, Boulder County, Records; the Northwest Quarter of Section 24; the Southeast Quarter of the Southwest Quarter of Section 13, all in Township 1 North, Range 69 West of the 6th P.M.

Said pipe line right-of-way shall be 50 feet in width, the centerline of which is shown on plat marked EXHIBIT "A"/attached hereto and made a part hereof. and EXHIBIT "B"

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said PANHANDLE EASTERN PIPE LINE COMPANY, its successors and assigns.

XXXXXXX Grantee to have the right to select and change the routes of all pipe lines herein authorized to be laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a minimum of XXXXXX inches. Grantor shall not construct or place anything over or so close to any pipe line or other facility of Grantee as will be likely to interfere with Grantee's surveillance of or access thereto by use of equipment or means customarily employed in the surveillance of or maintenance of pipe lines nor intentionally cause the original cover over any pipe line to be reduced below whichever is the greater of a minimum cover of two (2) feet or below the minimum cover required at any time by any applicable pipe line safety code. All damage to growing crops, drainage tile and fences of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall be paid by Grantee after the damage is done, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

Payment of all moneys becoming due hereunder may be paid to Erie Eight, Ltd., a Limited Partnership at 4925 Twin Lakes Way, Boulder, Colorado 80301

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and all rights herein granted, or any of them separately, may be released or assigned in whole or in part. It is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor and a duly authorized agent of the Grantee.

This instrument prepared by W. L. Robertson P. O. Box 1348, Kansas City, Missouri 64141. PANHANDLE EASTERN PIPE LINE COMPANY, also having a legal address of P. O. Box 127, Brighton, Colorado 80601.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 6th day of May, A.D., 19 82.

Erie Eight, Ltd.

By: J. B. Telleen
J. B. Telleen, General Partner

THIS IS THE ONE THAT
SHOULD HAVE BEEN
RELEASED AS IT
PERTAINS TO DAY-CARE
CIVIL LANDS IN NJ 8E
5-24

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF COLORADO)
) ss.
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, day of _____, 19____,
by _____ and _____
husband and wife.

My Commission expires: _____

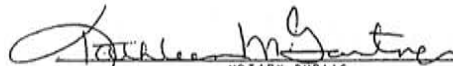
NOTARY PUBLIC

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 6th, day of May, 1982,
by J. B. Telleen and A. L. Overton.

My Commission expires: 7-21-84


NOTARY PUBLIC
Kathleen M. Gartner 7720 E. Belleview
Englewood, Colorado 80111

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, day of _____, 19____,
by _____,
of _____, a _____
corporation, on behalf of the corporation.

My Commission expires: _____

NOTARY PUBLIC

499-
16-10-075-449-6", Tr. 2 & 4
16-10-075-500-4", Tr. 1
LINE NO.

Right-of-Way Grant

FROM

ERIE EIGHT, LTD., a Limited

Partnership

TO

PACIFIC EASTERN PIPE LINE COMPANY
P. O. BOX 127
BRIGITON, COLORADO 80601
STATE OF COLORADO
COUNTY OF Boulder ss.

This instrument was filed for record on the
26 day of May, 1982, at 3:23 o'clock
P.M. and is recorded in Book 1208
496103 of the records of this office.

County Clerk

Deputy Clerk

\$15.00

NUMBER

Attached to and incorporated in the Right-of-Way Grant
between Erie Eight, Ltd., Grantor and Panhandle Eastern Pipe-
line Co., Grantee dated May 6, 1982.

EXHIBIT A

5-3

PROP. 16-10-075-499-6"

- 106+18.2 TEMP. END OF SURVEY, C.L. PROP. UNCL. LAUNCHER
(REF STD DNG 18106) w/ 5' DIA. LTD NTR RUN (REF.
H&W 03) & MTR. RELIEF VA (REF 474 01)
Tie LT 20'46'10" @ 105' to Well
- 107+23.0 3/4" BANG. FC
- 103+23.2 C.L. 12" W.C. DITCH (8'W x 4'D)
- 100+48.3 N-3 DITCH (5'W x 2'D)
- 100+23.3 00°38'34" LT & CONT. 25' PAR. to FC
- 83+03.1 88°43'30" LT & BEG. APPROX. 25' PAR. to E-W
H&W N-3 FC & END 25' PAR. to N-3 1/4 SEC LN.
- 84+85 5/8" H-FRAME PWR LN, Tie LT 68°43'48" @
340' to PWR. POLE #20
- 80+12.0 00°23'06" RT, E-W SEC LN, Tie RT 31°07'00" @ 25'
to N-3 1/4 COR SEC 24, END 25' PAR. to N-3 1/4 SEC
LN of SEC 24 & BEG 25' PAR. to N-3 1/4 SEC LN
of SEC 13
- 80+00.0 C.L. FIELD RD
- 66+35.8 N. TOP BANK
- 66+21 C.L. LEYNER COTTONWOOD No. 1 DITCH (25'W x 8'D)
- 65+07.4 S. TOP BANK
- 53+93.5 C.L. LABELLE RD (GRAVEL)
- 53+89 E-W 4" W.P. LN
- 53+56.5 E-W 1/4 SEC LN, Tie LT 90°57'36" @ 2647.8' to W 1/4 COR.
SEC. 24
- 53+41.5 C.L. PROP. VALVED SLOPE TEE (REF T5102 & 58102)
W/ 90° LT FOR PROP. 16-10-075-500-4" to H-Young #1
- 53+16.5 89°02'26" RT, END 40' PAR. & BEG 25' PAR. N-3 1/4 SEC LN
- 51+91.6 Tie RT 29' to POLE ANCHOR
- 48+84.2 P.O.T. & CONT. 40' PAR. to E-W 1/4 SEC LN.
- 26+96.5 88°52'40" LT, END 25' PAR. to PROP. 16-10-075-427-12",
END 80' PAR. to N-3 SEC LN & BEG 40' PAR. to
E-W 1/4 SEC LN
- 0+83.5 E-W SEC LN, Tie RT 90°01'32" @ 80.0' to NE COR.
SEC. 25
- 0+58.5 CROSS E-W PROP. 16-10-075-427-12" (UNDER CONST.)
BEG 25' PAR. to N-3 PROP. 16-10-075-427-12"
- 0+39 CROSS E-W PROP. 14-10-075-885-4"
- 0+28.5 90°00' LT
- 0+00 C.L. PROP. 8" RECEIVER @ 90° RT & WEST, 30' SOUTH
& 3.5' EAST FROM STA. 155+39.2 on C.L. PROP.
16-10-075-427-12" (REF STD DNG RUL 02 & 5801)
H&W. EXT. (H&W 03)

MARTIN T.
(HARTIN E
M.D. 3
13-10-07

Prior 16-10-

FIELD BOOK 5503

TRANS. ENG.

DES. ENG.

PROJ. LEAD.

PROJ. ENG.

REV. NO.

DESCRIPTION

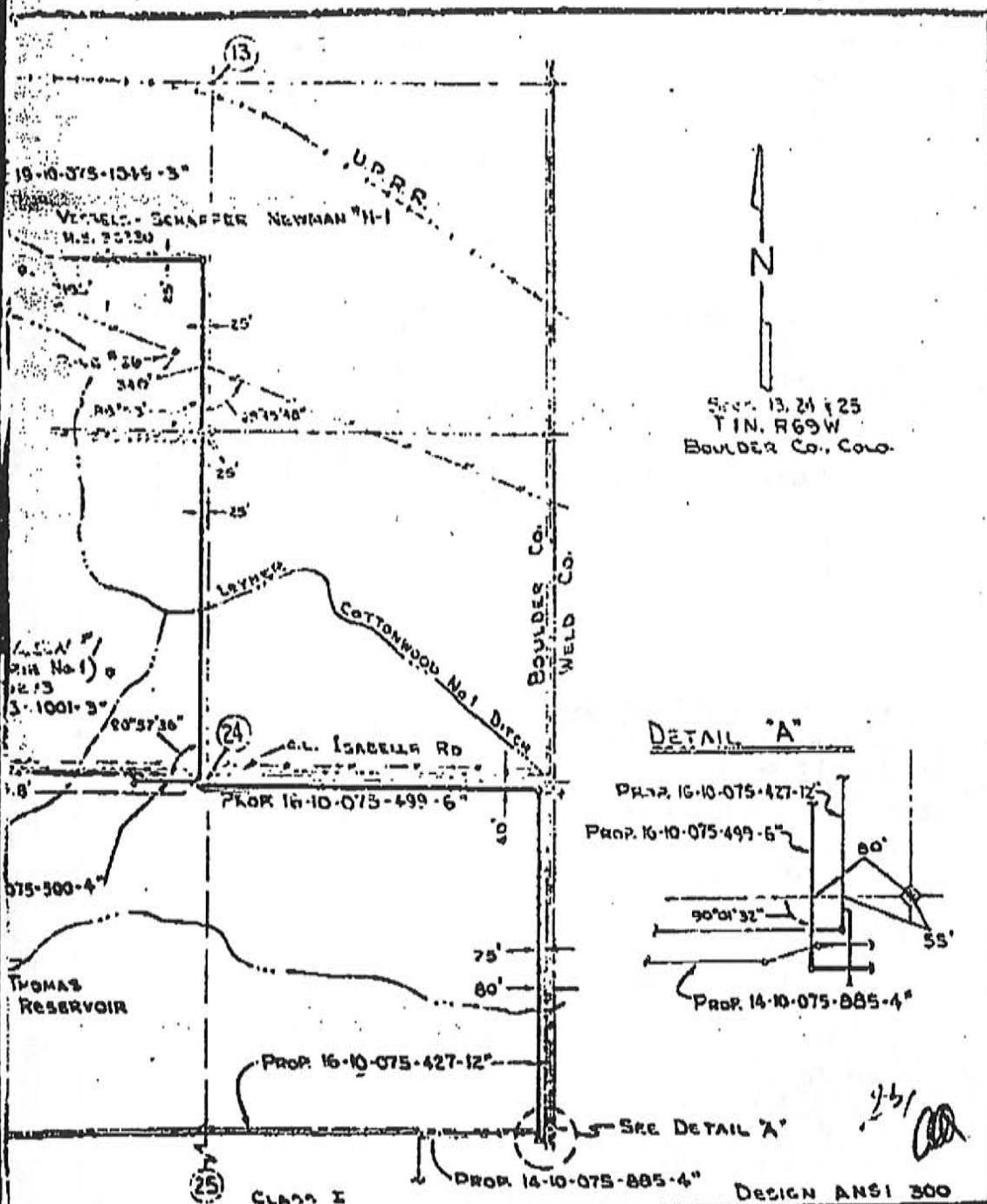
DATE

SCALE: 1"=100'

DATE

APPROVALS

BY



Panhandle Eastern PIPE LINE COMPANY

2025 RELEASE UNDER E.O. 14176

TITLE: PROP. 16-10-075-499-6"

LOG: KOU LTH Co. Colo.

1 REV.:

YR: 1252 W.O. 35705

DWA. NO.

5-5

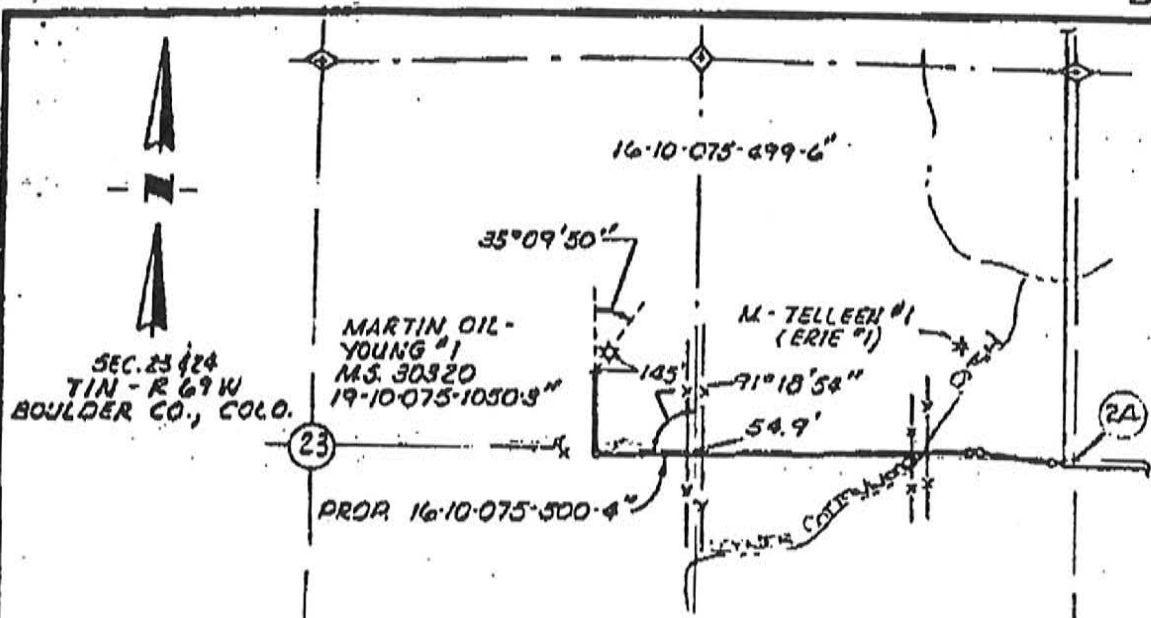


EXHIBIT "B"

PROP. 16-10-075-500-4"

0+00 @ PROP. UNIL. LAUNCH REC. (RUL. 02) @ SIDE GATE (SBR01) 90° LT @ STA. 53+41.5 ON PROP. 16-10-075-499-6" + CEN. LINE CHANGE
 0+64.4 03° 51' 30" RT.
 7+14.4 03° 37' 21" LT @ END LINE CHANGE

EQUATION: $7+14.4 Bx = 0+00 AH$

0+48.8 01° 22' 21" LT.
 3+14.9 N-S Fe. f Beg. Low Area
 3+55 CL Leyner Cottonwood Ditch
 3+95.5 N-S Fe. f End Low Area
 19+03.1 N-S R/W Fe.

19+35.9 CL N-S Gravel Rd. f Sec. Ln., Tie 54.9' Rt. @ 91° 18' 54" To W. 1/4 Cor. Sec. 24
 19+67.3 N-S R/W Fe.
 26+10.4 90° 25' 40" Rt.
 26+41.1 E-W R/W Fe.
 26+65.9 CL E-W Gravel Rd. "ISABELLA"
 26+91.7 E-W 4W. Pwr. Ln. f R/W

31+98.7 E.O.S., CL Prop. S.B.L. (LSM02) 90° LT. @ 4.85 To Prop. M.R. North (MSW03 f RVM01) Tie 145' @ 85° 09' 50" Rt. To Well (No Equip. Set)

Field Book 5579 P.
 Field Book 5581 P. 45 f 46

ANSI 300 CLASS 1

**Panhandle
 Eastern** PIPELINE COMPANY

PROP. 16-10-075-500-4"
 BOULDER CO., COLORADO

CKD. R.L.F.
 BY 7777

ENG.
 SCALE 1"=100'

DATE 3-5-82 W.O. 35694 REV.
 DWG. NO.

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, that Erie Eight, Ltd., a Limited Partnership

of the Post Office of Boulder in the State of Colorado, hereinafter referred to as "Grantor" (whether one or more), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, to Grantor in hand paid, receipt of which is hereby acknowledged, hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, A Delaware Corporation, having an office at 635 North 7th Ave.; Brighton, Colorado, 80601 its successors and assigns, hereafter referred to as "Grantee," a Right-of-Way to lay, construct, maintain, lower, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line together with the rights for drips, pipe line markers, valves, launchers, receivers, cathodic equipment, test leads, and all appurtenances convenient for the maintenance and operation of said line and for the transportation of oil, gas or other substances therein, under, on, over and through the premises hereafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Boulder in the State of Colorado, to-wit:

The South Half of Section 24, except that parcel conveyed by Film 836, Reception No. 85991, Boulder County Records AND the Northwest Quarter of Section 24, all in Township 1 North, Range 69 West of the 6th P.M.

TO HAVE AND TO HOLD said easements, rights, and Right-of-Way unto the said PANHANDLE EASTERN PIPE LINE COMPANY, its successors and assigns.

All pipe installed hereunder shall be buried a minimum of 42 inches. Grantor shall not construct or place anything over or so close to any pipe line or other facility of Grantee as will be likely to interfere with Grantee's surveillance of or access thereto by use of equipment or means customarily employed in the surveillance of or maintenance of said pipe line nor intentionally cause the original cover over said pipe line to be reduced below whichever is the greater of a minimum cover of thirty (30") inches or below the minimum cover required at any time by any applicable pipe line safety code. All damage to growing crops, drainage tile and fences of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall be paid by Grantor after the damage is done. The Right-of-Way granted herein shall be fifty (50') feet in width, the centerline of which is shown on plat marked EXHIBIT "A" attached hereto and made a part hereof.

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and all rights herein granted, or any of them separately, may be released or assigned in whole or in part. It is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 11th day of August, A.D., 19 82.

Erie Eight, Ltd.

Erie Eight Ltd
By: *[Signature]* G. P.

000000

COUNTY OF

88.

My Commission expires:

NOTARY PUBLIC

2000年12月 72

COUNTY OF Boulder

89.

My Commission expires: _____

My Commission expires May 7, 1985

Orville H. Markeland
NOTARY PUBLIC

NOTARY PUBLIC

Orville G. Markeland P.O.Box 127
Brighton, Colorado 80601

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

COUNTY OF

98.

The foregoing instrument was acknowledged before me this _____, day of _____ 19_____,
by _____,
of _____, a _____
corporation, on behalf of the corporation.

My Commission expires: _____

NOTARY PUBLIC

LINE NO. 14-10-075-1001-4", Tr. 1

Right-of-Way Grant

FROM

ERIE EIGHT, LTD.

TO

PANHANDLE EASTERN PIPE LINE COMPANY
P. O. BOX 127
BRIGHTON, COLORADO 80601

STATE OF COLORADO

COUNTY OF Boulder 99.

This instrument was filed for record on the
9th day of Sept. 1982 at 9:31 o'clock
A.M., and duly recorded in Book 1220
page 50735 of the records of this office.

COUNTY CLERK

By _____
DEPUTY CLERK

NUMBER.

3-1

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, Eric E. Lee, A.L. Overton and J.B. Tolson, General Partners having an address at 7720 E. Bellevue Ave., Englewood, CO 80111 hereafter called "Grantor" does hereby grant to Vessels Oil & Gas Company of 600 South Cherry Street, Suite #1220, Denver, Colorado 80222, its successors and assigns, hereinafter called "Grantee", the right and easement to lay, construct, reconstruct, replace, repair, maintain, operate, change the size of, increase the number of, 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 any certain parcel of land of which Grantor warrants that Grantor is the surface owner, situated in Boulder County, State of Colorado, and described as follows, to-wit:

Township North, Range 69 West, of the 6th P.M.
Section 36: A pipeline along 70' from the East property line in the S/2SE1/4,

as more fully described in Exhibit "A" attached hereto and made a part hereof

The route selected by Grantee shall be a strip of land fifty feet wide within which all additional lines, as provided for herein, must be laid.

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. The top of said pipelines shall be buried at least thirty-six inches (36") beneath the surface of the ground. At points where the pipeline crosses water courses or projecting ledges of rock, they may be laid above the surface.

The Grantee and its employees and agents, at any and all times where 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.

To Have and to Hold the said easement unto the Grantee, its successors and assigns, so long as the same shall be used or useful for the purposes of the Grantee. If the Grantee agrees to terminate 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.

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 all operations herein contemplated upon the above identified strip of land. If Grantee re-enters the above described property at a later date, for repair or replacement of pipeline, reasonable and just damages will be negotiated at that time. Grantee hereby agrees to hold the Grantors harmless for any damage to other parties' buried installations incurred by Grantee's operations subject hereto.

Grantor has represented to Grantee, and Grantee understands, that there are prior Right-Of-Way Agreements of record on this property, granted to Panhandle Eastern Pipeline Company and Western Slope Gas Company. It is the responsibility of Grantee to obtain permission to lay this pipeline within the prior granted easements.

CO-800052666

3-2

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

IN WITNESS WHEREOF, this agreement is executed this 22 day of April, 1985.

WITNESS:

Caroline B. Plummer
Caroline B. Plummer

SS: _____

James E. Plummer, Ltd.
James E. Plummer

SS: _____

James E. Plummer, General Partner
522-44-5116

SS: _____

J.B. Plummer, General Partner

SS: _____

Unofficial Copy

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 1985, by J.B. Plummer.
Witness my hand and official seal.

NOTARY
My commission expires:
1-16-88
OF COLORADO

James E. Plummer
Notary Public
7720 E. Sullivan Ave.
Englewood, Co. 80111

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

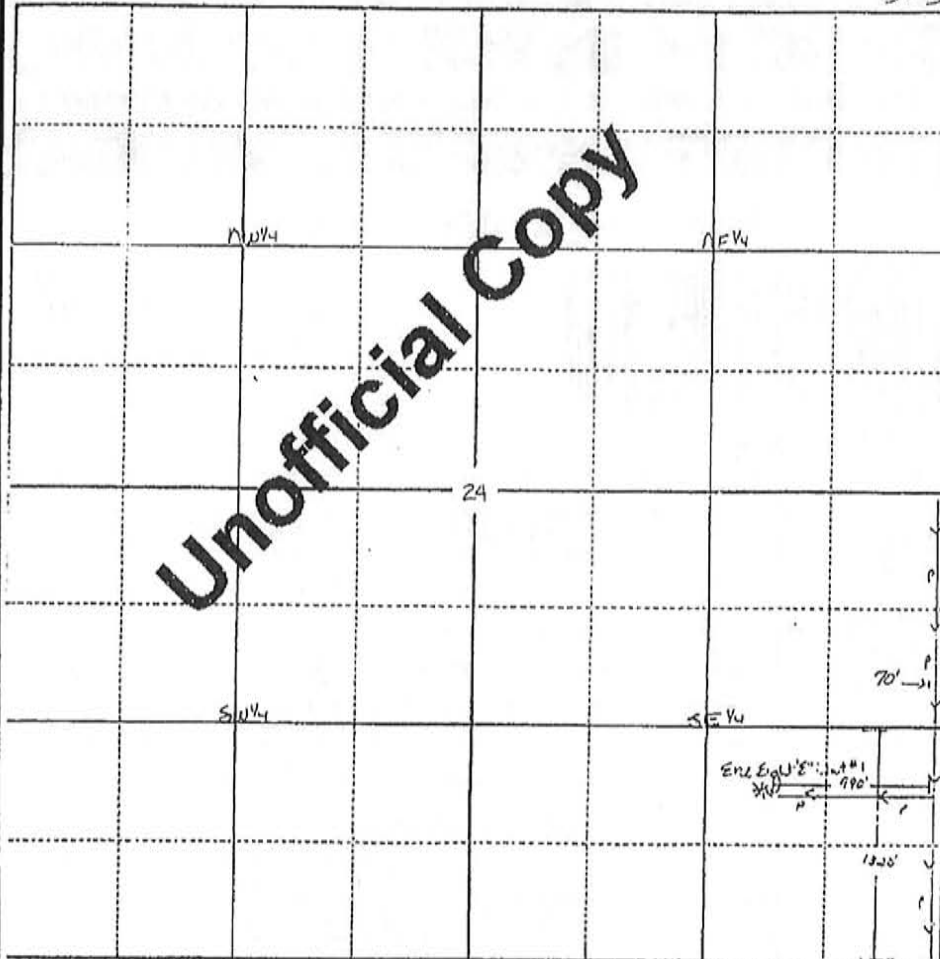
The foregoing instrument was acknowledged before me this 22nd day of April, 1985, by J.B. Plummer.
Witness my hand and official seal.

My commission expires:
1-16-88
NOTARY PUBLIC

James E. Plummer
Notary Public
7720 E. Sullivan Ave.
Englewood, Co. 80111

Section 11. Attached to the agreement of the same between
Enr Equ Ltd., as Grantor and Vessels Oil Co., Grantee
Township 1 North Range 69 West County Boulder State Colorado

3-3



FORM 45-0

Call

Scale
1" = 40'

Land >> Lease >> Lease**D0001757477**

Sender Name: Analicia Maldonado
Date Created: 11/17/2011
Barcode Expires: **12/17/2011**
Department: Land Record
Security: Non-Privileged

COLOR DOCUMENT

Attribute	Value
Description	ENCANA HISTORICAL ROW AGREEMENT - ORIGINAL
Document Date	04/22/1985
Lease Document Type	Surface/Easement/ROW
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00052666
File Key	2026818
Group Code	LSE
Lease End Date	12/31/2099
Lessor Name	ERIE EIGHT, LTD, ET AL
Prospect Name	WATTENBERG GATHERING MIDSTREAM SURFACE (KMGG)/A-42101067
State County	COLORADO:BOULDER(013)

POOR ORIGINAL

Create another submittal sheet:

[New](#) | [Based on this one](#)

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") effective the 8th day of June 2000, from the seller, Erie Eight, Ltd., a Colorado limited partnership, c/o Telleen Enterprises whose address is 4925 Country Club Way, Boulder, CO 80302 and the purchaser, Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222; ("Grantor," whether one or more), to HS GATHERING, L.L.C., a Colorado limited liability company (HSG), whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, the right-of-way and easement to survey, construct, install, inspect, maintain, operate, renew, repair, replace, relocate, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election one underground pipeline and underground appurtenances thereto, for the transportation of natural gas, gasoline, oil, all components and combinations thereof or associated therewith, and any and all other petroleum products, or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands situated in BOULDER County, State of COLORADO, being more particularly described as follows (the "Lands"):

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM
Section 24: A parcel of land in the N/2SE/4

See Exhibit "A" attached hereto and made a part hereof which describes the location of the right-of-way in more detail. The width of said right-of-way during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor represents and warrants to Grantee that Grantor, their successors and assigns is the sole owner in fee simple of the Lands more particularly described in Exhibit "A" and has full authority to grant this right of way.

Grantee agrees to lay all pipe hereunder at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one appointed by Grantor, one by Grantee and the third appointed by the two persons appointed by the parties. If either party fails to appoint a disinterested party within thirty-days (30) after request for appointment by the other party, then the single disinterested party appointed and his appointee shall proceed to determine the amount of any award of damages or claim. The written award of a majority of such appointed persons shall be final and conclusive upon the parties hereto. Any award shall be paid within ten (10) days following the date of the written award.

Grantee shall have all rights and benefits necessary or convenient for the full use and enjoyment of the rights herein granted, including but not limited to, the right of ingress and egress over and across the Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structure over, under, or on the right-of-way granted without prior written consent of Grantee.

Grantee shall indemnify, defend and hold Grantor harmless from any loss, claims or damages including without limitation environmental claims, resulting from Grantee's activities and operations on the right-of-way; and, Grantor shall indemnify, defend and hold Grantee harmless from any claims or damages resulting from Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.

GRANTOR:

Johnson Development Company,
a Colorado corporation

BY: C. Howard Johnson
Title: President

Attest: _____
By: _____
Title: _____

Erie Eight, Ltd.,
a Colorado limited partnership

By: A. L. Overton
Title: General Partner

By: J. B. Telleen
Title: General Partner

By: Stanley R. Medsker
Title: General Partner

GRANTEE:

HS GATHERING L.L.C.,
a Colorado limited liability company
By it's Manager,
HS Resources, Inc.

By: Janet W. Pasque
Title: Attorney-in-Fact

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of June 2000, by C. Howard Johnson, to me personally known, who, being sworn, as president of Johnson Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Howard Johnson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Joanne R Spillman
Notary Public

MY COMMISSION EXPIRES:
April 13, 2002

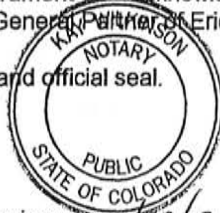
My Commission Expires: April 13, 2002



STATE OF COLORADO)
)ss.
COUNTY OF *Arapahoe*)

The foregoing instrument was acknowledged before me this 22nd day of June 2000, by
A. L. Overton, as General Partner of Erie Eight, Ltd., a Colorado limited partnership.

Witness my hand and official seal.



Kay Wilkinson
Notary Public

My Commission Expires: 7/22/02

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 23rd day of June 2000, by
J. B. Telleen, as General Partner of Erie Eight, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

Quicken
Notary Public

My Commission Expires: 1-15-03

STATE OF COLORADO)
)ss.
COUNTY OF *Arapahoe*)

The foregoing instrument was acknowledged before me this 22nd day of June 2000, by
Stanley R. Medsker, as General Partner of Erie Eight, Ltd., a Colorado limited partnership.

Witness my hand and official seal.



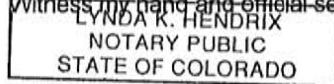
Kay Wilkinson
Notary Public

My Commission Expires: 7/22/02

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of December, 2000,
by Janet W. Pasque, as Attorney-in-Fact of HS Resources, Inc., a Delaware corporation, in
its capacity as Manager of HS Gathering, L.L.C., a Colorado limited liability company, on
behalf of such company.

Witness my hand and official seal.



My Commission Expires 3/10/2002

Lynda K. Hendrix
Notary Public

My Commission Expires: 3/10/02

EXHIBIT "A"

(Page 1 of 2)

Attached hereto and made a part hereof that certain RIGHT-OF-WAY GRANT, effective the 8th day of June 2000, from the seller, Erie Eight, Ltd., a Colorado limited partnership, c/o Telleen Enterprises whose address is 4925 Country Club Way, Boulder, CO 80302 and the purchaser, Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222; ("Grantor," whether one or more), and HS GATHERING, L.L.C., a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, ("Grantee").



LEGAL DESCRIPTION

UTILITY EASEMENT FOR GAS LINE PURPOSES

A 30.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 24, BEING MONUMENTED AT THE EAST END BY A 2" ALUMINUM CAP LS 14083, IN A RANGE BOX AND AT THE WEST END BY A 3 1/4" ALUMINUM CAP, LS 17664, IN A RANGE BOX IS ASSUMED TO BEAR N89°50'09"W.

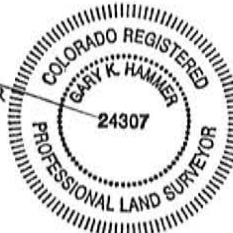
BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 24;
THENCE S 89°50'09"E ON THE NORTH LINE OF SAID SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 2944.81 FEET;
THENCE S 00°50'10"E A DISTANCE OF 70.01 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LEON WURL PARKWAY.
THENCE S 89°50'09"E A DISTANCE OF 706.62 FEET TO THE POINT OF BEGINNING;
THENCE S 89°50'09"E A DISTANCE OF 1667.81 FEET TO THE POINT OF TERMINUS. THE SOUTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE EAST LINE OF A TRACT OF LAND DESIGNATED FOR CANYON CREEK FILING #5 AND THE WEST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD.

TOGETHER WITH, A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING 20 FEET NORTH OF SAID DESCRIBED LINE. THE NORTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE EAST LINE OF SAID CANYON CREEK FILING #5 EXTENDED NORTHERLY AND THE WEST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD EXTENDED NORTHERLY. SAID TEMPORARY CONSTRUCTION EASEMENT TO TERMINATE UPON THE COMPLETION OF GAS LINE CONSTRUCTION AND ACCEPTANCE OF SAID GAS LINE BY CONCERNED UTILITY.

LEGAL DESCRIPTION STATEMENT:

I, GARY K. HAMMER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

GARY K. HAMMER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 24307
X:\922801\ACAD\Legals\9228ESM8.doc



6/8/00
DATE

WEST 1/4 CORNER SECTION 24
TOWNSHIP 1 NORTH, RANGE 69 WEST
RECOVERED 3 1/4" ALUMINUM CAP
STAMPED "LS 17664" IN A RANGE BOX

EXHIBIT "A"
(Page 2 of 2)

WOODARD DRIVE

LEON WURL PARKWAY

NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 24

BASIS OF BEARINGS

S 89°50'09"E 5349.07'

S 00°30'10" E 70.01'

EXISTING RIGHT OF WAY

POINT OF TERMINUS

30' WIDE UTILITY EASEMENT

S89°50'09"E 706.62'

20' WIDE TEMPORARY CONSTRUCTION EASEMENT

POINT OF BEGINNING
2944.81'

COUNTY LINE ROAD

EAST 1/4 CORNER SECTION 24
TOWNSHIP 1 NORTH, RANGE 69 WEST
RECOVERED 2" ALUMINUM CAP
STAMPED "LS 14083" IN A RANGE BOX



SCALE: 1" = 200'

NOTE: THIS DRAWING DOES NOT REPRESENT A
MONUMENTED SURVEY AND IS ONLY
INTENDED TO DEPICT THE ATTACHED
LEGAL DESCRIPTION.



2820 E. Prospect Rd., Suite 190
Fort Collins, CO 80525
Tel: (970) 481-9883
Fax: (970) 481-9884
Denver
Colorado Springs
Fort Collins

ENGINEERING/PLANNING/SURVEYING

JOB NO. 9228.01

DATE 02/18/2000

30' UTILITY EASEMENT AND

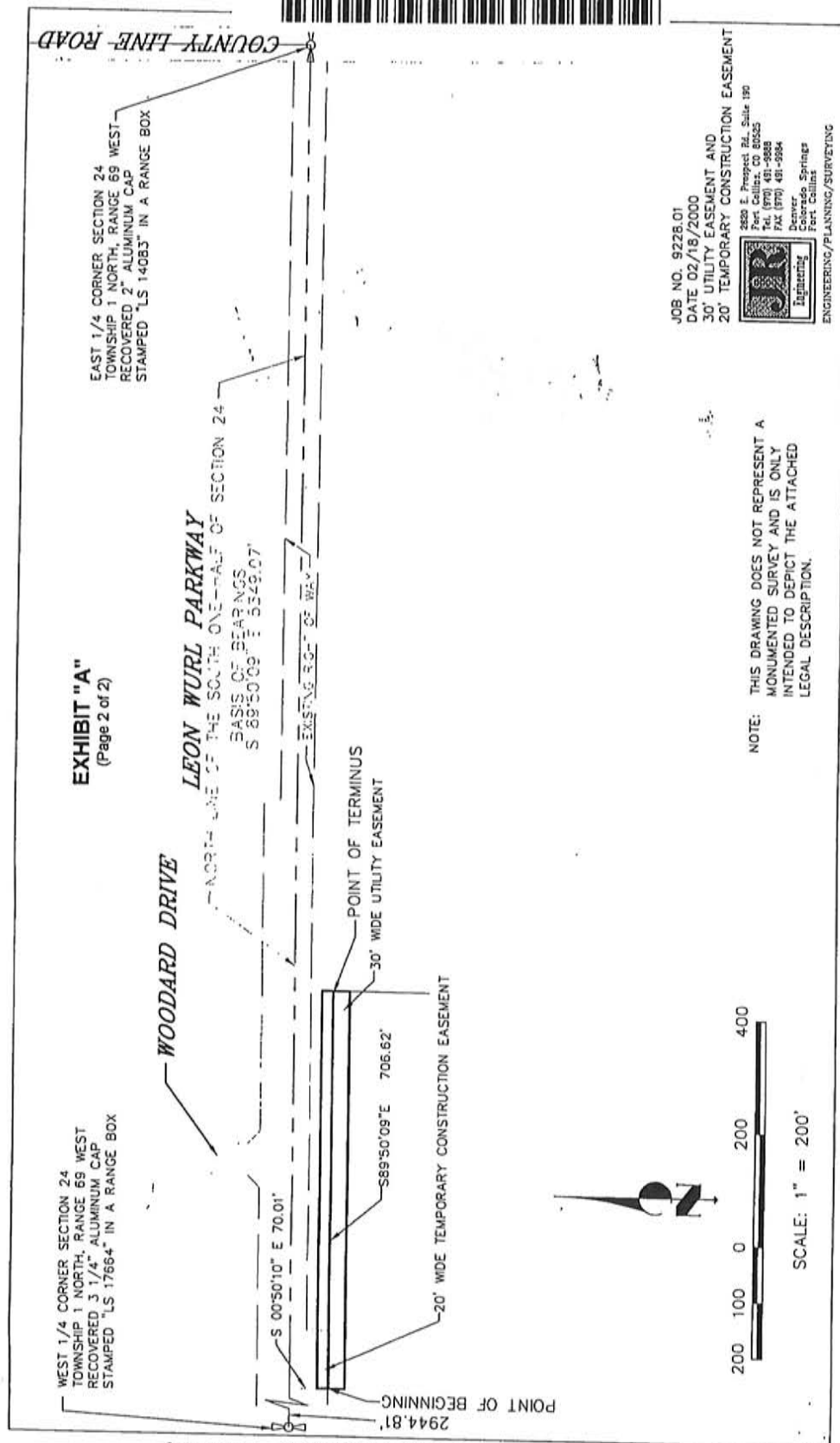
20' TEMPORARY CONSTRUCTION EASEMENT

2820889 01/23/2001 04:26P JA Suki Tsukamoto
5 of 5 R 25.00 D 0.00 Weld County CO

Spa.

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

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 :d\ SCALE 1=200, DATE 02/21/0



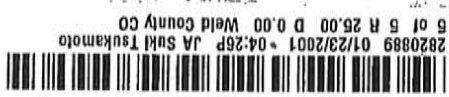
SCALE: 1" = 200'

NOTE: THIS DRAWING DOES NOT REPRESENT A
 MONUMENTED SURVEY AND IS ONLY
 INTENDED TO DEPICT THE ATTACHED
 LEGAL DESCRIPTION.

JOB NO. 9228.01
 DATE 02/18/2000
 30' UTILITY EASEMENT AND
 20' TEMPORARY CONSTRUCTION EASEMENT



ENGINEERING/PLANNING/SURVEYING



2820889 01/23/2001 *04:26P JA Sukt Tsukamoto
 5 of 5 R 25.00 D 0.00 Weld County CO

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") effective the 1st day of April 2000, from Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222, ("Grantor," whether one or more), to HS GATHERING, L.L.C., a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, the right-of-way and easement to survey, construct, install, inspect, maintain, operate, renew, repair, remove, replace, relocate, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election one underground pipeline and underground appurtenances thereto, for the transportation of natural gas, gasoline, oil, all components and combinations thereof or associated therewith, and any and all other petroleum products, or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands situated in BOULDER County, State of COLORADO, being more particularly described as follows (the "Lands"):

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM
Section 24: A parcel of land in the SE/4

See Exhibit "A" attached hereto and made a part hereof which describes the location of the right-of-way in more detail. The width of said right-of-way during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Lands more particularly described in Exhibit "A" and has full authority to grant this right of way.

Grantee agrees to lay all pipe hereunder at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one appointed by Grantor, one by Grantee and the third appointed by the two persons appointed by the parties. If either party fails to appoint a disinterested party within thirty-days (30) after request for appointment by the other party, then the single disinterested party appointed and his appointee shall proceed to determine the amount of any award of damages or claim. The written award of a majority of such appointed persons shall be final and conclusive upon the parties hereto. Any award shall be paid within ten (10) days following the date of the written award.

Grantee shall have all rights and benefits necessary or convenient for the full use and enjoyment of the rights herein granted, including but not limited to, the right of ingress and egress over and across the Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structure over, under, or on the right-of-way granted without prior written consent of Grantee.

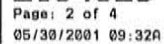
Grantee shall indemnify, defend and hold Grantor harmless from any loss, claims or damages including without limitation environmental claims, resulting from Grantee's activities and operations on the right-of-way; and, Grantor shall indemnify, defend and hold Grantee harmless from any claims or damages resulting from Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.



Boulder County Clerk, CO RIGHT OF W R 20.00 D 0.00

GRANTEE:

HS GATHERING L.L.C.,
a Colorado limited liability company
By its Manager,
HS Resources, Inc.

By: Janet W. Pasque
Title: Attorney-in-Fact

Power of Attorney recorded in the office of the Clerk and Recorder of Weld County Colorado on the 13th day of June 1995 at Reception No. 2442359.

Attest: _____
By: _____
Title: _____

STATE OF COLORADO *Hawaii*)
 FNP.) ss.
 COUNTY OF *Mau*)

The foregoing instrument was acknowledged before me this 10 day of April 2000, by C. Howard Johnson, to me personally known, who, being sworn, as president of Johnson Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Howard Johnson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public *Fri A. Elliot*

My Commission Expires: 2-19-04

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Janet W. Pasque, as Attorney-in-Fact of HS-Resources, Inc., a Delaware corporation, in its capacity as Manager of HS Gathering, L.L.C., a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

Lynda K. Hendrix
Notary Public

My Commission Expires 3/10/2002

My Commission Expires: _____

EXHIBIT "A"

(Page 1 of 2)

Attached hereto and made a part hereof that certain RIGHT-OF-WAY GRANT, effective the 1st day of April 2000 by and between Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222, ("Grantor"), and HS GATHERING, L.L.C., a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, ("Grantee").



LEGAL DESCRIPTION
UTILITY EASEMENT FOR GAS LINE PURPOSES

A 30.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 24, BEING MONUMENTED AT THE EAST END BY A 2" ALUMINUM CAP LS 14083, IN A RANGE BOX AND AT THE WEST END BY A 3 1/4" ALUMINUM CAP, LS 17664, IN A RANGE BOX IS ASSUMED TO BEAR N89°50'09"W.

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 24;

THENCE S 89°50'09"E ON THE NORTH LINE OF SAID SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 714.44 FEET;

THENCE S 00°50'10"E A DISTANCE OF 70.01 FEET TO A POINT LYING ON BOTH THE SOUTH RIGHT-OF-WAY LINE OF LEON WURL PARKWAY AND THE EAST RIGHT-OF-WAY LINE OF MELLER ROAD AND ALSO BEING THE POINT OF BEGINNING;

THENCE S 89°50'09"E ON SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 230.37 FEET TO THE POINT OF TERMINUS. THE SOUTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE EAST LINE OF A TRACT OF LAND DESIGNATED FOR A DAY CARE CENTER AND THE EAST RIGHT-OF-WAY LINE OF MELLER ROAD.

TOGETHER WITH, A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING 20 FEET NORTH OF SAID DESCRIBED LINE. THE NORTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE EAST LINE OF SAID DAY CARE PARCEL EXTENDED NORTHERLY AND THE EAST RIGHT-OF-WAY LINE OF MELLER ROAD EXTENDED NORTHERLY. SAID TEMPORARY CONSTRUCTION EASEMENT TO TERMINATE UPON THE COMPLETION OF GAS LINE CONSTRUCTION AND ACCEPTANCE OF SAID GAS LINE BY CONCERNED UTILITY.

LEGAL DESCRIPTION STATEMENT:

I, GARY K. HAMMER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

GARY K. HAMMER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 24307

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4/8/00
DATE

PLOT SCALE 1"=200', DATE 02/18/00, TIME 15:06, FILE X:\922801\ACAD\Legals\922801.dwg

EXHIBIT "A"
 (Page 2 of 2)

WEST 1/4 CORNER SECTION 24
 TOWNSHIP 1 NORTH, RANGE 69 WEST
 RECOVERED 3 1/4" ALUMINUM CAP
 STAMPED "LS 17664" IN A RANGE BOX

CANYON CREEK FILING NO. 2
 TRACT D

LEON WURL PARKWAY

NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 24
 BASIS OF BEARINGS
 S 89°50'09" E 5349.07'
 27°44'

WOODWARD DRIVE

CENTER 1/4 CORNER SECTION 24
 TOWNSHIP 1 NORTH, RANGE 69 WEST

S 00°50'10" E 70.01'

S 89°50'09" E 230.37'

POINT OF BEGINNING

TRACT A



CANYON CREEK FILING NO. 3

POINT OF TERMINUS
 30' WIDE UTILITY EASEMENT

20' WIDE TEMPORARY CONSTRUCTION EASEMENT

EAST 1/4 CORNER SECTION 24
 TOWNSHIP 1 NORTH, RANGE 69 WEST
 RECOVERED 2" ALUMINUM CAP
 STAMPED "LS 14083" IN A RANGE BOX



NOTE: THIS DRAWING DOES NOT REPRESENT A
 MONUMENTED SURVEY AND IS ONLY
 INTENDED TO DEPICT THE ATTACHED
 LEGAL DESCRIPTION.

JOB NO. 9228.01
 DATE 02/18/2000
 30' UTILITY EASEMENT AND
 20' TEMPORARY CONSTRUCTION EASEMENT



2820 E. Prospect Rd., Suite 190
 Fort Collins, CO 80525
 Tel. (970) 491-9989
 FAX (970) 491-9984
 Denver
 Colorado Springs
 Fort Collins

ENGINEERING/PLANNING/SURVEYING

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, that A. L. Overton and Stanley R. Medsker,

C-Trustees

of the Post Office of Boulder, in the State of Ten Dollars (\$10.00) and other
 hereinafter referred to as "Grantor" (whether one or more), in consideration of good and valuable
 consideration, in hand paid, receipt of which is hereby acknowledged, do
 hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, a Delaware Corporation, having an
 office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee," a Right-of-Way to
 lay, construct, maintain, lower, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line
 drips, pipe line markers, valves, launchers, receivers, cathodic
 equipment, test leads, and all appurtenances convenient for the maintenance and operation of said line and for the
 transportation of oil, gas, or other substances therein, under, on, over and through the premises hereafter described,
 and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for
 the purposes aforementioned in the County of Boulder in the State of Colorado, to-wit:

A parcel of land in the North Half of the Southeast Quarter of Section 24, Township 1
 North, Range 69 West of the 6th P.M., described as follows: Beginning at the East Quarter
 Corner Section of Section 24, which is also the True Point of Beginning; thence South 00
 Degrees 59 Minutes 04 Seconds East, 1326.54 feet; thence North 89 Degrees 52 Minutes 59
 Seconds West, 1699.28 feet; thence North 00 Degrees 54 Minutes 34 Seconds West, 1327.96
 feet; thence South 89 Degrees 50 Minutes 03 Seconds East, 1697.57 feet to the True Point
 of Beginning.

Said pipe line right-of-way shall be 50 feet in width, the centerline of which is shown
 on plat marked EXHIBIT "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said PANHANDLE EASTERN PIPE
 LINE COMPANY, its successors and assigns.

Grantee to have the right to select and change the route of XXX pipe line herein authorized to be
 laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a mini-
 mum of forty-two (42) inches. Grantor shall not construct or place anything over or so close to any pipe line or other facility
 of Grantee as will be likely to interfere with Grantee's surveillance of or access thereto by use of equipment or means
 customarily employed in the surveillance of or maintenance of pipe line nor intentionally cause the original cover
 over any pipe line to be reduced below whichever is the greater of a minimum cover of two (2) feet or below the mini-
 mum cover required at any time by any applicable pipe line safety code. All damage to growing crops, drainage tile
 and fences of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be main-
 tained and operated by Grantee shall be paid by Grantee after the damage is done, said damage, if not mutually agreed
 upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be
 appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons
 shall be final and conclusive.

Payment of all moneys becoming due hereunder may be paid to A. L. Overton and Stanley R.

Medsker at 7720 East Bellevue Avenue, #46-B, Englewood, Colorado 80111

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties
 hereto, and all rights herein granted, or any of them separately, may be released or assigned in whole or in part. It is
 understood that this Grant cannot be changed in any way except in writing, signed by the Grantor and a duly authorized
 agent of the Grantee.

This instrument prepared by W. L. Robertson P. O. Box 1348, Kansas City,
 Missouri 64141. PANHANDLE EASTERN PIPE LINE COMPANY, also having a legal address of P. O.
 Box 127, Brighton, Colorado 80601.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 6th
 day of May, A.D., 19 82.

A. L. Overton

Stanley R. Medsker

Teddy

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, day of _____, 19____,
by _____ and _____,
husband and wife.

My Commission expires: _____

NOTARY PUBLIC

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 24th, day of May, 1982,
by A. L. Overton & Stanley R. Medsker.

My Commission expires: 7-21-84

Kathleen M. Gartner
NOTARY PUBLIC
Kathleen M. Gartner 7720 E. Belleview Ave.
Englewood, Colorado 80111

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, day of _____, 19____,
by _____,
of _____, a _____
corporation, on behalf of the corporation.

My Commission expires: _____

NOTARY PUBLIC

LINE NO. 16-10-075-499-6", Tr. 3

Right-of-Way Grant

FROM

OVERTON, A. L. & MEDSKER, Stanley R.

TO

PANHANDLE EASTERN PIPE LINE COMPANY
P. O. BOX 127
BRIGHTON, COLORADO 80601
STATE OF COLORADO)
COUNTY OF Boulder) ss.

This instrument was filed for record on the
26 day of May, 1982, at 3:24 o'clock
P. M., and duly recorded in Book 1308
Page 496104 of the records of this office.

County Clerk

Deputy Clerk

\$12.00

NUMBER

2A
4
2154527Page: 1 of 4
05/30/2001 09:32A

Boulder County Clerk, CO RIGHT OF WAY R 20.00 D 0.00

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") effective the 1st day of April 2000, from Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222, ("Grantor," whether one or more), to HS GATHERING, L.L.C., a Colorado limited liability company (HSG), whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, the right-of-way and easement to survey, construct, install, inspect, maintain, operate, renew, repair, remove, replace, relocate, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election one underground pipeline and underground appurtenances thereto, for the transportation of natural gas, gasoline, oil, all components and combinations thereof or associated therewith, and any and all other petroleum products, or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands situated in BOULDER County, State of COLORADO, being more particularly described as follows (the "Lands"):

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM

Section 24: A parcel of land in the SW/4 being a part of Tract A of the Canyon Creek Subdivision Filing No. 3

See Exhibit "A-1" and "A-2" attached hereto and made a part hereof which describes the proposed location of the right-of-way in more detail. The width of said right-of-way during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor is the owner of certain lands in Erie, Colorado more particularly described as Parcel A on the Final Plat for Canyon Creek Subdivision Filing No. 3, containing 45.59 acres, recorded November 1, 1999 at the Office of the County Clerk and Recorder of Boulder County at Reception # 1995367, Plan File P-49 F-3 #7, 8, 9 and 10, being the parcel of land in the S/2 of Section 24-T1N-R69W-6th PM, Town of Erie, Boulder County, Colorado shown as Parcel 014 on Parcel Map 1465240 which includes the lands described in this grant. In said Final Plat, Grantor by virtue of a Certificate of Dedication and Ownership, dedicates to the Town of Erie lands for public improvement, including Tract A (5.08 acres) described above, to be utilized as open space, drainage, utilities and landscape buffer owned by the Town of Erie and maintained by the Homeowners Association. It is understood that this instrument shall grant to Grantee only such rights as Grantor may grant.

Grantee agrees to lay all pipe hereunder at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one appointed by Grantor, one by Grantee and the third appointed by the two persons appointed by the parties. If either party fails to appoint a disinterested party within thirty days (30) after request for appointment by the other party, then the single disinterested party appointed and his appointee shall proceed to determine the amount of any award of damages or claim. The written award of a majority of such appointed persons shall be final and conclusive upon the parties hereto. Any award shall be paid within ten (10) days following the date of the written award.

Grantee shall have all rights and benefits necessary or convenient for the full use and enjoyment of the rights herein granted, including but not limited to, the right of ingress and egress over and across the Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structure over, under, or on the right-of-way granted without prior written consent of Grantee.

Grantee shall indemnify, defend and hold Grantor harmless from any loss, claims or damages including without limitation environmental claims, resulting from Grantee's activities and operations on the right-of-way; and, Grantor shall indemnify, defend and hold Grantee harmless from any claims or damages resulting from Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

Rev-75

EXHIBIT "A-1"

Attached hereto and made a part hereof that certain RIGHT-OF-WAY GRANT, effective the 1st day of April 2000 by and between Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222, ("Grantor"), and HS GATHERING, L.L.C., a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, ("Grantee").

LEGAL DESCRIPTION

UTILITY EASEMENT FOR GAS LINE PURPOSES

A 30.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE;

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH ONE- HALF OF SAID SECTION 24, BEING MONUMENTED AT THE EAST END BY A 2" ALUMINUM CAP LS 14083, IN A RANGE BOX AND AT THE WEST END BY A 3- 1/4" ALUMINUM CAP, LS 17664, IN A RANGE BOX IS ASSUMED TO BEAR N89°50'09"W.

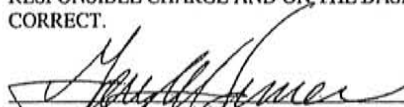
BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 24;
THENCE S 89°50'09"E ON THE NORTH LINE OF SAID SOUTH ONE HALF OF SAID SECTION 24, A DISTANCE OF 1396.18;

THENCE S 00°39'10"E A DISTANCE OF 70.01 FEET TO THE NORTHWEST CORNER OF CANYON CREEK SUBDIVISION FILING NO.3, SAID POINT BEING THE POINT OF BEGINNING;
THENCE S 89°50'09"E ON NORTH LINE OF SAID CANYON CREEK SUBDIVISION FILING NO.3, A DISTANCE OF 1218.99 FEET TO THE POINT OF TERMINUS. THE SOUTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE WEST LINE OF CANYON CREEK FILING NO. 3 AND THE WEST RIGHT-OF-WAY LINE OF MELLER ROAD.

TOGETHER WITH, A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE -QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING 20.00 FEET NORTH OF SAID DESCRIBED LINE. THE NORTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE WEST LINE OF CANYON CREEK FILING NO.3 EXTENDED NORTHERLY AND THE WESTERLY RIGHT-OF-WAY LINE OF MELLER ROAD EXTENDED NORTHERLY SAID TEMPORARY CONSTRUCTION EASEMENT TO TERMINATE UPON THE COMPLETION OF GAS LINE CONSTRUCTION AND ACCEPTANCE OF SAID GAS LINE BY CONCERNED UTILITY.

LEGAL DESCRIPTION STATEMENT:

I, GARY K. HAMMER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


GARY K. HAMMER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 24307

X:\922801\ACAD\Legals\9228ESM1.doc

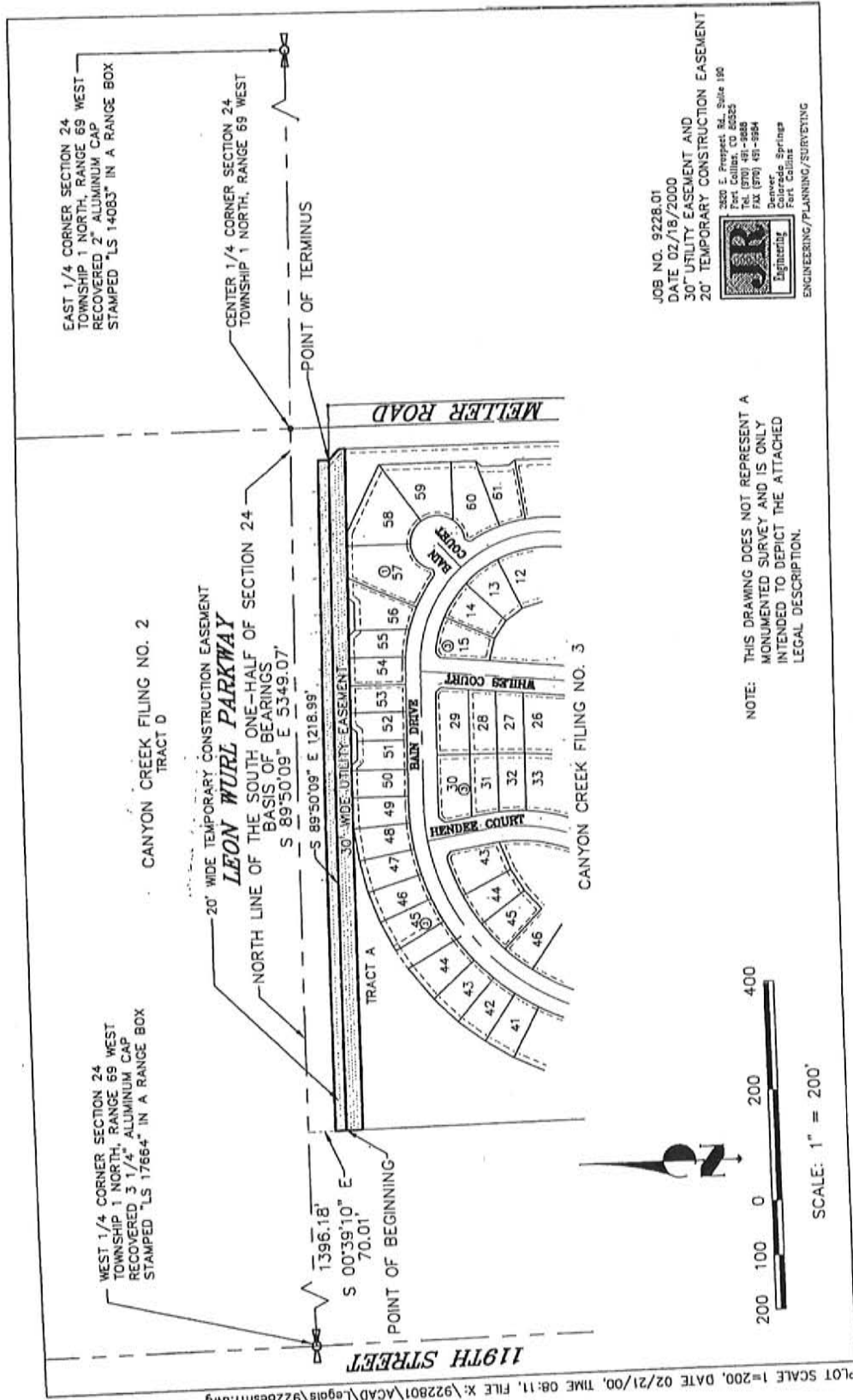


2-21-00
DATE

2154527

EXHIBIT "A-2"

PLOT SCALE 1"=200', DATE 02/21/00, TIME 08:11, FILE X:\922801\ACAD\legals\9228esml.dwg



HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.

GRANTOR:

**Johnson Development Company,
a Colorado corporation**

BY: C. Howard Johnson
Title: President

Attest: _____
By: _____
Title: _____

STATE OF ~~COLORADO~~)
)
) ss.
COUNTY OF *Mau*)

The foregoing instrument was acknowledged before me this 10 day of April, 2000, by C. Howard Johnson, to me personally known, who, being sworn, as president of Johnson Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Howard Johnson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

My Commission Expires: 2-19-04

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Janet W. Pasque, as Attorney-in-Fact of HS Resources, Inc., a Delaware corporation, in its capacity as Manager of HS Gathering, L.L.C., a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 3/10/2002

My Commission Expires: _____

GRANTEE:

HS GATHERING L.L.C.,
a Colorado limited liability company
By it's Manager,
HS Resources, Inc.

By: Janet W. Pasque
Title: Attorney-in-Fact

Power of Attorney recorded in the office of the Clerk and Recorder of Weld County Colorado on the 13th day of June 1995 at Reception No. 2442359.

Notary Public

Per: A. Ellet

Notary Public

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") effective the 1st day of April 2000, from the Town of Erie, a Colorado municipal corporation, with an address of PO Box 750, Erie, Colorado 80516, ("Grantor," whether one or more), to HS GATHERING, L.L.C., a Colorado limited liability company (HSG), whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, the right-of-way and easement to survey, construct, install, inspect, maintain, operate, renew, repair, remove, replace, relocate, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election one underground pipeline and underground appurtenances thereto, for the transportation of natural gas, gasoline, oil, all components and combinations thereof or associated therewith, and any and all other petroleum products, or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands situated in BOULDER County, State of COLORADO, being more particularly described as follows (the "Lands"):

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH PM
Section 24: A parcel of land in the SW1/4 being a part of Tract A
of the Canyon Creek Subdivision Filing No. 3

See Exhibit "A-1" and "A-2" attached hereto and made a part hereof which describes the proposed location of the right-of-way in more detail. The width of said right-of-way during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Lands more particularly described in Exhibit "A" and has full authority to grant this right of way.

Grantee agrees to lay all pipe hereunder at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one appointed by Grantor, one by Grantee and the third appointed by the two persons appointed by the parties. If either party fails to appoint a disinterested party within thirty-days (30) after request for appointment by the other party, then the single disinterested party appointed and his appointee shall proceed to determine the amount of any award of damages or claim. The written award of a majority of such appointed persons shall be final and conclusive upon the parties hereto. Any award shall be paid within ten (10) days following the date of the written award.

Grantee shall have all rights and benefits necessary or convenient for the full use and enjoyment of the rights herein granted, including but not limited to, the right of ingress and egress over and across the Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structure over, under, or on the right-of-way granted without prior written consent of Grantee.

Grantee shall indemnify, defend and hold Grantor harmless from any loss, claims or damages including without limitation environmental claims, resulting from Grantee's activities and operations on the right-of-way; and, Grantor shall indemnify, defend and hold Grantee harmless from any claims or damages resulting from Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.


The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.

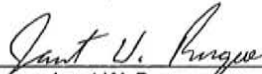
GRANTOR:

The Town of Erie, Colorado,
a Colorado municipal corporation


BY: Victor F. Smith
Title: Mayor

GRANTEE:

HS GATHERING L.L.C.,
a Colorado limited liability company
By it's Manager,
HS Resources, Inc.


By: Janet W. Pasque
Title: Attorney-in-Fact

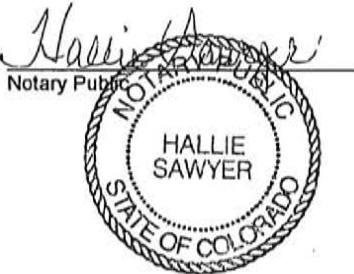
Power of Attorney recorded in the office of the
Clerk and Recorder of Weld County Colorado
on the 13th day of June 1995 at Reception No.
2442359.

STATE OF COLORADO)
COUNTY OF Boulder)ss.

The foregoing instrument was acknowledged before me this 14th day of April 2000, by Victor F. Smith, to me personally known, who, being sworn, as Mayor of the Town of Erie, on behalf of such municipality.

Witness my hand and official seal.

My Commission Expires: 01-03-2003



STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Janet W. Pasque, as Attorney-in-Fact of HS Resources, Inc., a Delaware corporation, in its capacity as Manager of HS Gathering, L.L.C., a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 3/10/2002


Notary Public



2154530

Page: 3 of 4

05/30/2001 09:32A

Boulder County Clerk, CO

RIGHT OF W R 20.00

D 0.00

EXHIBIT "A-1"

Attached hereto and made a part hereof that certain RIGHT-OF-WAY GRANT, effective the 1st day of April 2000, from the Town of Erie, a Colorado municipal corporation, with an address of PO Box 750, Erie, Colorado 805, ("Grantor"), and HS GATHERING, L.L.C., a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, ("Grantee").

LEGAL DESCRIPTION**UTILITY EASEMENT FOR GAS LINE PURPOSES**

A 30.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE;

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH ONE- HALF OF SAID SECTION 24, BEING MONUMENTED AT THE EAST END BY A 2" ALUMINUM CAP LS 14083, IN A RANGE BOX AND AT THE WEST END BY A 3 1/4" ALUMINUM CAP, LS 17664, IN A RANGE BOX IS ASSUMED TO BEAR N89°50'09"W.

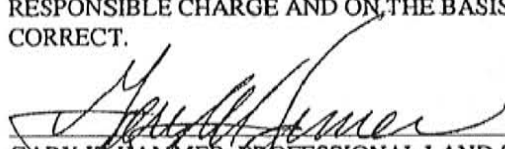
BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 24;
THENCE S 89°50'09"E ON THE NORTH LINE OF SAID SOUTH ONE HALF OF SAID SECTION 24, A DISTANCE OF 1396.18;

THENCE S 00°39'10"E A DISTANCE OF 70.01 FEET TO THE NORTHWEST CORNER OF CANYON CREEK SUBDIVISION FILING NO.3, SAID POINT BEING THE POINT OF BEGINNING;
THENCE S 89°50'09"E ON NORTH LINE OF SAID CANYON CREEK SUBDIVISION FILING NO.3. A DISTANCE OF 1218.99 FEET TO THE POINT OF TERMINUS. THE SOUTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE WEST LINE OF CANYON CREEK FILING NO. 3 AND THE WEST RIGHT-OF-WAY LINE OF MELLER ROAD.

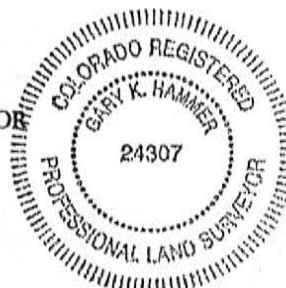
TOGETHER WITH, A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING 20.00 FEET NORTH OF SAID DESCRIBED LINE. THE NORTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE WEST LINE OF CANYON CREEK. FILING NO.3 EXTENDED NORTHERLY AND THE WESTERLY RIGHT-OF-WAY LINE OF MELLER ROAD EXTENDED NORTHERLY SAID TEMPORARY CONSTRUCTION EASEMENT TO TERMINATE UPON THE COMPLETION OF GAS LINE CONSTRUCTION AND ACCEPTANCE OF SAID GAS LINE BY CONCERNED UTILITY.

LEGAL DESCRIPTION STATEMENT:

I, GARY K. HAMMER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


GARY K. HAMMER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 24307

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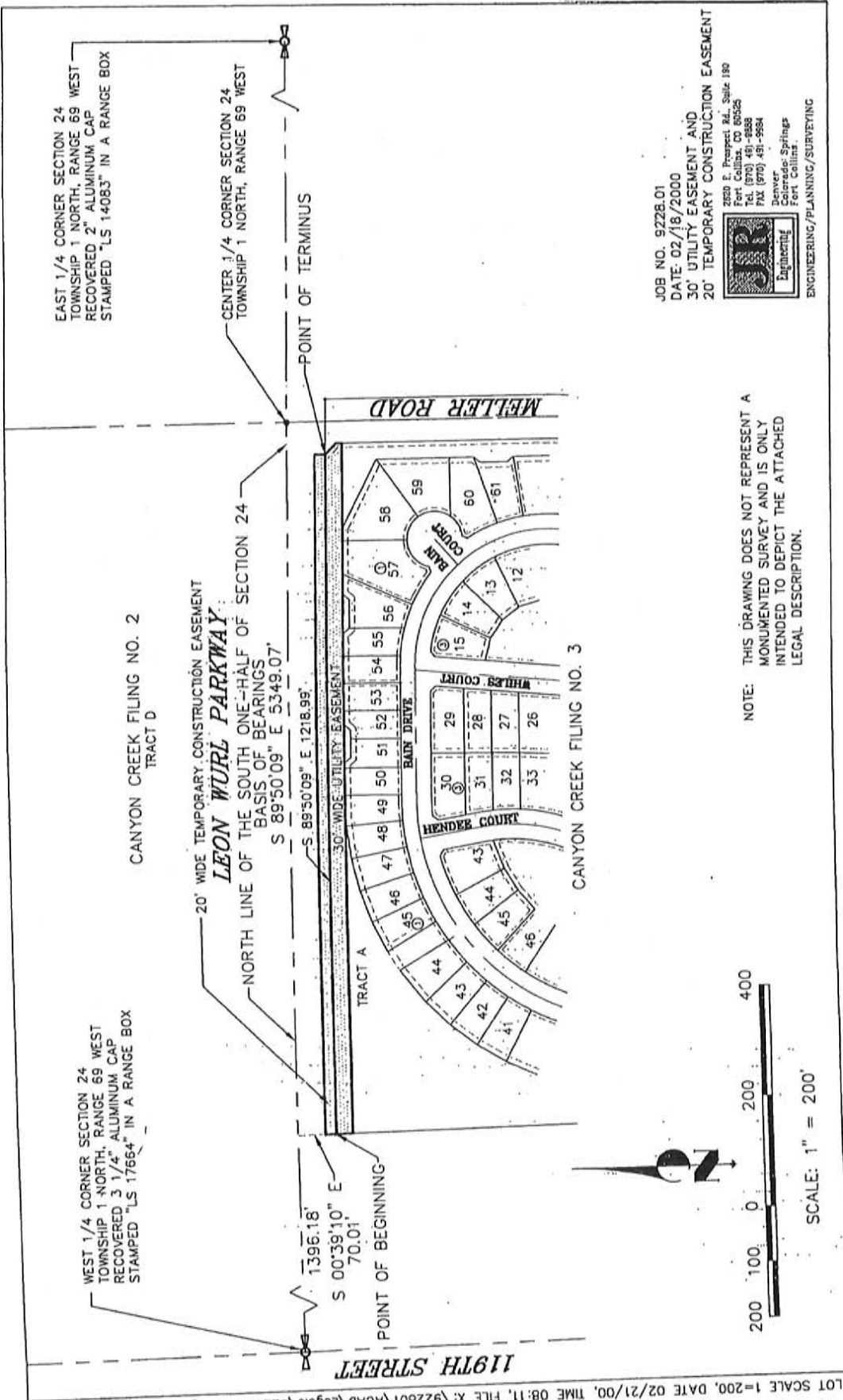


DATE

2-21-00

EXHIBIT "A-2"

PLOT SCALE 1"=200', DATE 02/21/00, TIME 08:11, FILE X:\922801\ACAD\Legals\9228esml.dwg



JOB NO. 9228.01
DATE: 02/18/2000
30' UTILITY EASEMENT AND
30' TEMPORARY CONSTRUCTION EASEMENT

2030 E. Prospect Rd., Suite 180
Fort Collins, CO 80526
Tel. (970) 481-6888
Fax (970) 481-6884
Denver
Colorado Springs
Fort Collins
J.P. Engineering
ENGINEERING/PLANNING/SURVEYING

HS RESOURCES, INC.
1999 BROADWAY
SUITE 3600
DENVER, CO 80202

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT (this "Grant") effective the 1st day of April 2000, from Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222; H. E. Taggart, whose address is 1010 Gapter Road, Boulder, CO 80303; J. B. Telleen, whose address is 4925 Country Club Drive, Boulder, CO 80302, ("Grantor," whether one or more), to HS GATHERING, L.L.C., a Colorado limited liability company (HSG), whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202 ("Grantee"). 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 Grantee, its successors and assigns, the right-of-way and easement to survey, construct, install, inspect, maintain, operate, renew, repair, remove, replace, relocate, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election one underground pipeline and underground appurtenances thereto, for the transportation of natural gas, gasoline, oil, all components and combinations thereof or associated therewith, and any and all other petroleum products, or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands situated in BOULDER County, State of COLORADO, being more particularly described as follows (the "Lands"):

TOWNSHIP 1 NORTH, RANGE 69-WEST, 6TH PM
Section 24: A parcel of land in the SW/4

See Exhibit "A 1" and "A-2" attached hereto and made a part hereof which describes the proposed location of the right-of-way in more detail. The width of said right-of-way during construction shall be fifty feet (50'), and subsequent to construction shall be thirty feet (30').

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Lands more particularly described in Exhibit "A" and has full authority to grant this right of way.

Grantee agrees to lay all pipe hereunder at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one appointed by Grantor, one by Grantee and the third appointed by the two persons appointed by the parties. If either party fails to appoint a disinterested party within thirty-days (30) after request for appointment by the other party, then the single disinterested party appointed and his appointee shall proceed to determine the amount of any award of damages or claim. The written award of a majority of such appointed persons shall be final and conclusive upon the parties hereto. Any award shall be paid within ten (10) days following the date of the written award.

Grantee shall have all rights and benefits necessary or convenient for the full use and enjoyment of the rights herein granted, including but not limited to, the right of ingress and egress over and across the Lands for any and all purposes necessary and incidental to exercising Grantee's rights hereunder. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, reservoir, engineering works or other structure over, under, or on the right-of-way granted without prior written consent of Grantee.

Grantee shall indemnify, defend and hold Grantor harmless from any loss, claims or damages including without limitation environmental claims, resulting from Grantee's activities and operations on the right-of-way; and, Grantor shall indemnify, defend and hold Grantee harmless from any claims or damages resulting from



Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.

GRANTOR:

Johnson Development Company,
a Colorado corporation

BY: C. Howard Johnson
Title: President

Attest: _____
By: _____
Title: _____

H. E. Taggart

GRANTEE:

HS GATHERING L.L.C.,
a Colorado limited liability company
By it's Manager,
HS-Resources, Inc.

By: Janet W. Pasque
Title: Attorney-in-Fact *JWP*

Power of Attorney recorded in the office of the Clerk and Recorder of Weld County Colorado on the 13th day of June 1995 at Reception No. 2442359.

J. B. Telleen

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of April 2000, by C. Howard Johnson, to me personally known, who, being sworn, as president of Johnson Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Howard Johnson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____



2154531

Page: 4 of 9
05/30/2001 09:32A

Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.

GRANTOR:

Johnson Development Company,
a Colorado corporation

BY: C. Howard Johnson
Title: President

Attest: _____
By: _____
Title: _____

H. E. Taggart

J. B. Telleen

STATE OF ~~COLORADO~~ ^{HAWAII})
COUNTY OF ^{SNP.} ~~SNP.~~ ^{MAUI}) ss.

The foregoing instrument was acknowledged before me this 10 day of April 2000, by C. Howard Johnson, to me personally known, who, being sworn, as president of Johnson Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Howard Johnson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: 2-19-04



RECORDER'S NOTE: 5135101
PORTION OF DOCUMENT IS A
PHOTOCOPY.



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Page: 3 of 9
05/30/2001 09:32A

Boulder County Clerk, CO RIGHT OF WAY 45.00 D 0.00

Grantor's activities on the right-of-way. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

This Grant cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee.

This Grant may be executed in two or more counterparts all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Grant effective as of the date first above written.

GRANTOR:

Johnson Development Company,
a Colorado corporation

BY: C. Howard Johnson
Title: President

Attest: _____
By: _____
Title: _____

H. E. Taggart

J. B. Telleen

GRANTEE:

HS GATHERING L.L.C.,
a Colorado limited liability company
By it's Manager,
HS Resources, Inc.

By: Janet W. Pasque
Title: Attorney-in-Fact

Power of Attorney recorded in the office of the
Clerk and Recorder of Weld County Colorado
on the 13th day of June 1995 at Reception No.
2442359.

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 10 day of April 2000, by C. Howard Johnson, to me personally known, who, being sworn, as president of Johnson Development Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. Howard Johnson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

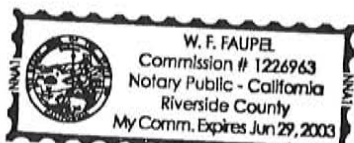
My Commission Expires: Oct 2, 2000



CALIFORNIA
STATE OF COLORADO)
)ss.
COUNTY OF RIVERSIDE

The foregoing instrument was acknowledged before me this 6th day of April 2000,
by H. E. Taggart.

Witness my hand and official seal.



W. F. FaupeL
Notary Public

My Commission Expires: 6-29-03

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of April 2000,
by J. B. Telleen.

Witness my hand and official seal.

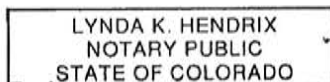
Notary Public

My Commission Expires: _____

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of April,
2000, by Janet W. Pasque, as Attorney-in-Fact of HS Resources, Inc., a Delaware
corporation, in its capacity as Manager of HS Gathering, L.L.C., a Colorado limited
liability company, on behalf of such company.

Witness my hand and official seal.



Lyndia K. Hendrix
Notary Public

My Commission Expires 3/10/2002

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of April 2000,
by H. E. Taggart.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 10 day of April 2000,
by J. B. Telleen.

Witness my hand and official seal.

Laura M. Oliver-Ahl
Notary Public

My Commission Expires: Oct 2, 2001



STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of April,
2000, by Janet W. Pasque, as Attorney-in-Fact of HS Resources, Inc., a Delaware
corporation, in its capacity as Manager of HS Gathering, L.L.C., a Colorado limited
liability company, on behalf of such company.

Witness my hand and official seal.

Lynda K. Hendrix
Notary Public

LYNDA K. HENDRIX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 3/10/2002
My Commission Expires: _____





2154531

Page: 8 of 9
05/30/2001 09:32A

Boulder County Clerk, CO RIGHT OF WAY R 45.00 D 0.00

EXHIBIT "A-1"

Attached hereto and made a part hereof that certain RIGHT-OF-WAY GRANT, effective the 1st day of April 2000 by and between Johnson Development Company, a Colorado corporation, whose address is 1660 South Albion Street, Denver, CO 80222; H. E. Taggart, whose address is 1010 Gapter Road, Boulder, CO 80303; J. B. Telleen, whose address is 4925 Country Club Drive, Boulder, CO 80302, ("Grantor"), and HS GATHERING, L.L.C., a Colorado limited liability company, whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, ("Grantee").

LEGAL DESCRIPTION**UTILITY EASEMENT FOR GAS LINE PURPOSES**

A 30.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

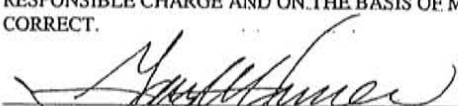
BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 24, BEING MONUMENTED AT THE EAST END BY A 2" ALUMINUM CAP LS-14083, IN A RANGE BOX AND AT THE WEST END BY A 3-1/4" ALUMINUM CAP, LS-17664, IN A RANGE BOX IS ASSUMED TO BEAR N89°50'09"W.

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 24;
THENCE S 89°50'09"E ON THE NORTH LINE OF SAID SOUTH HALF OF SAID SECTION 24, A DISTANCE OF 30.00 FEET;
THENCE S 00°39'10"E A DISTANCE OF 70.01 FEET TO A POINT LYING ON BOTH THE SOUTH RIGHT-OF-WAY LINE OF LEON WURL PARKWAY AND THE EAST RIGHT-OF-WAY LINE OF 119TH STREET AND ALSO BEING THE POINT OF BEGINNING;
THENCE S 89°50'09"E ON SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1366.18 FEET TO THE POINT OF TERMINUS. THE SOUTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE WEST LINE OF CANYON CREEK FILING NO. 3 AND THE EAST RIGHT-OF-WAY LINE OF 119TH STREET.

TOGETHER WITH, A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, LYING 20 FEET NORTH OF SAID DESCRIBED LINE. THE NORTH LINE OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO INTERSECT THE WEST LINE OF CANYON CREEK FILING NO. 3 EXTENDED NORTHERLY AND THE EAST RIGHT-OF-WAY LINE OF 119TH STREET EXTENDED NORTHERLY. SAID TEMPORARY CONSTRUCTION EASEMENT TO TERMINATE UPON THE COMPLETION OF GAS LINE CONSTRUCTION AND ACCEPTANCE OF SAID GAS LINE BY CONCERNED UTILITY.

LEGAL DESCRIPTION STATEMENT:

I, GARY K. HAMMER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


GARY K. HAMMER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 24307

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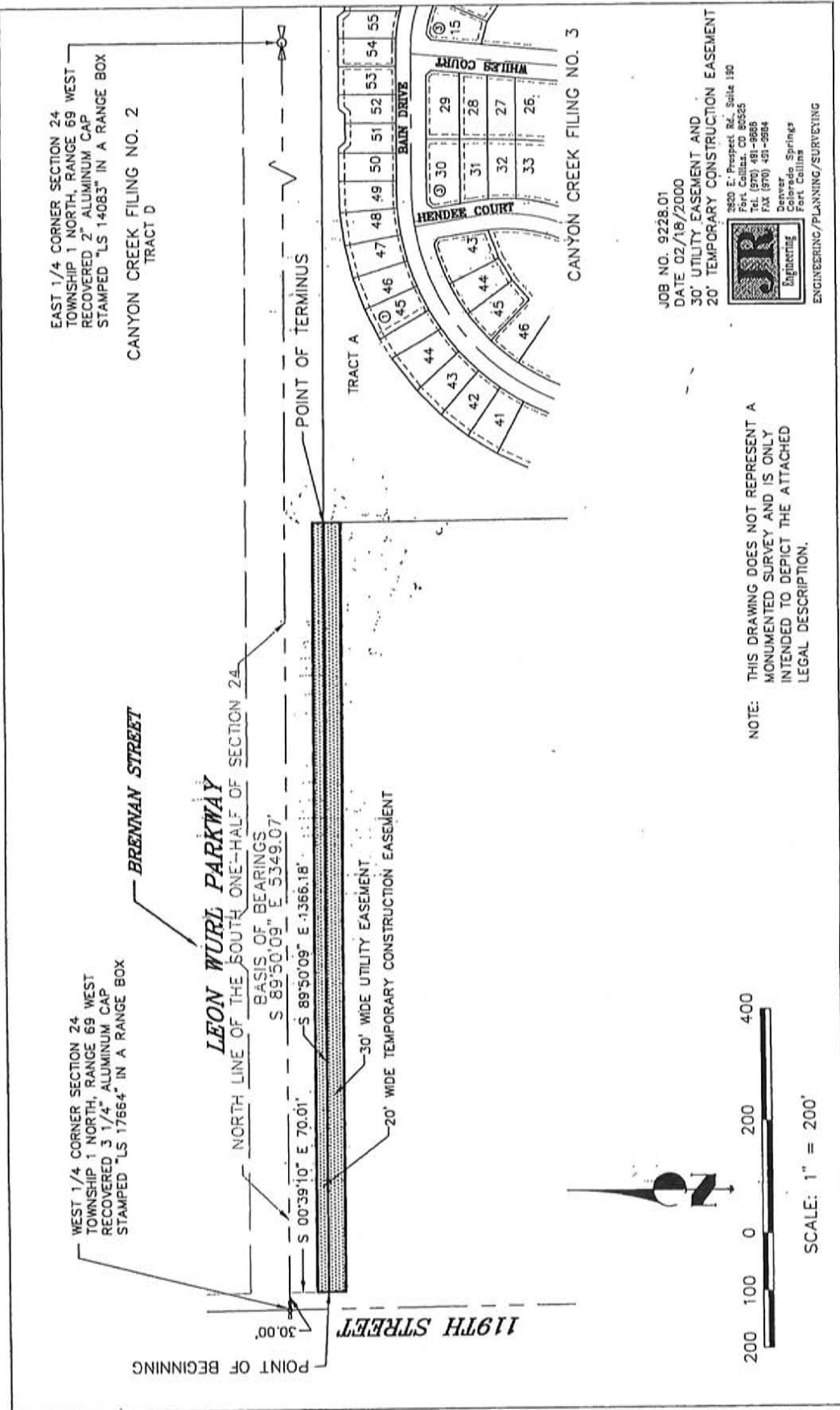


2-21-00
DATE



EXHIBIT "A-2"

PLOT SCALE 1"=200', DATE 02/21/00, TIME 08:01, FILE X:\922801\ACAD\Legals\922801.dwg



HS RESOURCES, INC.
1999 BROADWAY
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