

GARFIELD COUNTY
Building & Planning Department
108 8th Street, Suite 401
Glenwood Springs, Colorado 81601
Telephone: 970.945.8212 Facsimile: 970.384.3470
www.garfield-county.com



PIPELINE DEVELOPMENT PLAN



PIPELINE DEVELOPMENT PLAN AMENDMENT

(Check the box that applies)

GENERAL INFORMATION (Please print legibly)

- **Name of Pipeline Owner:** Enterprise Gas Processing, LLC
- **Mailing Address:** 1100 Louisiana Telephone: (303) 820-5607
- **City:** Houston State: TX Zip Code: 77002 Cell: (303) 319-6034
- **E-mail address:** Cody Deru P.E. email jcderu@epco.com FAX: (303) 820-5601
- **Name of Owner's Representative, if any, (Attorney, Planner, Consultant, etc):**
- PVCMI- Land Planning Division
- **Mailing Address:** 1038 County Road 323 Telephone: (970) 625-5350
- **City:** Rifle State: CO Zip Code: 81650 Cell: (970) 379-0428
- **E-mail address:** phil@pvcmi.com FAX: (970) 625-4522
- **Description of Project:** Construction of 2.1 miles of 20 inch diameter mainline extension suction pipeline and 11.6 miles of 10 inch diameter laterals, including pig launchers and pig receivers.
- **General Location of Pipeline (Right-of-Way):** T6S,R96W and T6S,R97W and T7S,R97W
Please see Tab 2 of the application for detailed alignment sheets
- **Diameter and Distance of Pipeline:** 2.1 miles of 20 inch diam. and 11.6 miles of 10 inch diam.
- **General Legal Description:** Please see Tab 5 of the application for legal exhibits/agreements
- **Existing Use:** Agricultural and Natural Resources Development
- **Pipeline ROW Distance (in acres)** 118.27 Acres Private
- **Zone District:** Resource Lands- Plateau Zone District

I. APPLICABILITY

Pursuant to Section 9-102 of Article IX of the County's Unified Land Use Resolution of 2008, the Board of County Commissioners regulates Pipelines that are:

- 1) Greater than 12 " in diameter and over two (2) miles in length; or
- 2) Any pipeline more than five (5) miles in length, proposed to be located in the unincorporated area of Garfield County.

A Pipeline Development Plan approval is required prior to the issuance of any County permit with pipeline operations. However, pipeline operations which do not require a building or other associated County permit must still obtain a Pipeline Development Plan approval under this resolution.

II. SUBMITTAL REQUIREMENTS

As a minimum, specifically respond to all the following items below and attach any additional information to be submitted with this application:

1. Submit a completed and signed Application Form, an application fee, and a signed Agreement for Payment form. (Submit eight copies of the proposed development plan with the completed application form to the Building and Planning Department.)
2. Submit a cover letter explaining the purpose of the application including the pipelines, length and diameter, pipeline commodity, and the general description of the pipeline route. Attach any supporting materials that address the standards and criteria found in Article IX of the Unified Land Use Resolution of 2008.
3. Submit a letter from the pipeline ROW owner(s) if the owner is being represented by another party other than the owner. If the property is owned by a corporate entity (such as an LLC, LLLP, etc.) Please submit a copy of recorded "Statement of Authority" demonstrating that the person signing the application has the authority to act in that capacity for the entity.
4. Submit a copy of the appropriate portion of a Garfield County Assessor's Map showing the subject property and all public and private landowners adjacent to your property (which should be delineated). In addition, submit a list of all property owners, private and public, and their addresses adjacent to or within 200 ft. of the proposed pipeline ROW. This information can be obtained from the County Assessor's Office. You will also need the names (if applicable) of all mineral interest owners of the subject property, identified in the County Clerk and Recorder's records in accordance with §24-65.5-101, et seq.
5. Vicinity map: An 8 ½ x 11 vicinity map locating the parcel in the County. The vicinity map shall clearly show the boundaries of the subject property and all property within a 3-mile radius of the subject property. The map shall be at a minimum scale of 1"=2000'

showing the general topographic and geographic relation of the proposed pipeline to the surrounding area for which a copy of U.S.G.S. quadrangle map may be used.

6. A copy of the Pre-Application Conference form from the original Pre-Application Conference.
7. Proof of Ownership
 - A. For individual pipeline right-of-ways, submit a diagram showing adjacent properties and the approximate location of buildings and their uses within a distance of 350 feet of any proposed structure, facility, or area to be disturbed. This may be drawn at a smaller scale than the site plan.
 - B. For an area plan, the map will show the property boundaries and ownership information for all private and public property included in the development area.
8. Notice to Surface Owners. Provide evidence of surface owner notification and of surface use agreements where the surface owner is not a party to the mineral lease.
9. Regulatory Permit Requirements. Submit a table indicating the permit agency (local, state, federal) name, permit action driving task and the task to be performed to obtain the permit, prior to issuance of the permit by the County.
10. Primary Project Participants. Include the names, address and phone numbers of the company representative, company and individual acting as an agent for the company, construction company contacts, and federal and state agency contacts.
11. Project Facilities. Identify any permanent project facilities such as permanent right-of-way, widths, meter stations, compressor stations, valve sets, etc. Also indicate any temporary right-of-way, staging areas, width during construction, construction facilities, etc.
12. Construction Schedule. Indicate the estimated start and end dates for construction, days of the week in which construction will occur, hours of day during which construction will occur.
13. Sensitive Area Survey: List the types and areas of concern within and adjacent to the pipeline right-of-way, such as: sensitive plant populations; identified cultural, archeological and paleontological resources; and wetlands identified during pre-construction environmental surveys. This rule does not apply in previously disturbed corridors or rights-of-way and/or areas permitted by the Colorado Oil and Gas Conservation Commission.
14. Revegetation Plan.
 1. Submit a plant material list. Be specific, scientific and common names are required. Include application rate in terms of pure live seed (PLS) per acre.
 2. Submit a planting schedule that includes timing, methods, and mulching.

3. Provide a revegetation security. A security may be required if, in the determination of the County Vegetation Management, the proposed project has:
 - a) A potential to facilitate the spread of noxious weeds
 - b) A potential to impact watershed areas.
 - c) A potential for visual impacts from public viewing corridors.
 - d) Steep slopes (15% or greater) or unstable areas.
 - e) Disturbs large area (Half an acre or greater)
4. The revegetation security will be in an amount to be determined by the County Vegetation Management that will be site-specific and based on the amount of disturbance. The security shall be held by Garfield County until vegetation has been successfully reestablished, or for a period of time approved by the County Vegetation Management in any specific land use action, according to the Reclamation & Revegetation Standards Section in the Garfield County Weed Management Plan. The County Vegetation Management will evaluate the reclamation and revegetation prior to the release of the security.
15. Weed Management Plan. A weed management plan for all Garfield County listed noxious weeds and State of Colorado listed noxious weeds that are targeted by the Commissioner of Agriculture for statewide eradication.
16. Emergency Response Plan. Include a fire protection and hazardous materials spills plan, which specifies planned actions for possible emergency events, a listing of persons to be notified of an emergency event, proposed signage, and provisions for access by emergency response teams. The emergency plan must be acceptable to the appropriate fire district or the County Sheriff, as appropriate. The plan shall include a provision for the operator to reimburse the appropriate emergency service provider for costs incurred in connection with emergency response for the operator's activities at the site.
17. Traffic Impact. For construction traffic on county roads, indicate the anticipated types of vehicles, number of each type, anticipated number of trips per day per each type, county roads to be used, and percentage of the construction traffic that will travel on each listed county road.
18. Staging Areas. Indicate the general location of the staging areas required for pipeline construction.
19. Hydro-test Water. Indicate the quantity of water required, source of water and the disposition of the water after testing.

III. REVIEW STANDARDS

Pipeline Development Plans will only be approved if they have adequately met the following standards as required in Section 7-815. The Application should specifically respond to each of the following standards:

1. Right-of-way and any associated facilities shall be located along the perimeters of surface property ownerships and not within areas of agricultural crop production as a general guide. Non-perimeter locations will be acceptable if the surface owner agrees and there is no adverse impact on adjacent properties.
2. Any equipment used in construction or operation of a pipeline must comply with the Colorado Oil and Gas Conservation Commission Rules and Regulations, Section 802, Noise Abatement.
 - a. For any pipeline construction or operational facility that will have a substantial impact in adjacent areas, additional noise mitigation may be required. One or more of the following additional noise mitigation measures may be required:
 1. Acoustically insulated housing or covers enclosing any motor or engine;
 2. Screening of the site or noise emitting equipment by fence or landscaping;
 3. A noise management plan specifying the hours of maximum noise and the type, frequency, and level of noise to be emitted; and
 4. Any other noise mitigation measures required by the COGCC.
 - b. All power sources used in pipeline operations shall have electric motors or muffled internal combustion engines.
3. Pipeline operations shall be located in a manner to minimize their visual impact and disturbance of the land surface.
 - a. The location of right-of-way shall be away from prominent natural features and identified environmental resources.
 - b. Right-of-way shall be located to avoid crossing hills and ridges, and wherever possible, shall be located at the base of slopes.
 - c. Facilities shall be painted in a uniform, non-contrasting, non-reflective color, to blend with the adjacent landscape. Right-of-way shall be located in existing disturbed areas unless safety or visual concerns or other adverse surface impacts clearly dictate otherwise.

4. Access points to public roads shall be reviewed by the County Road & Bridge Department and shall be built and maintained in accordance with the Garfield County Road Specifications. All access and oversize or overweight vehicle permits must be obtained from the County Road & Bridge Department prior to beginning operation. All proposed transportation right-of-way to the site shall also be reviewed and approved by the County Road & Bridge Department to minimize traffic hazards and adverse impacts on public roadways. Existing roads shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise. Any new roads created as a result of the pipeline construction, intended to be permanent for maintenance and repair operations shall be placed behind a locked gate or other barriers preventing use by recreational vehicles. Any gates or barriers need to be consistent with the surface owner's preferences.
5. In no case shall an operator engage in activities which threaten an endangered species.
6. Air contaminant emissions shall be in compliance with the applicable permit and control provisions of the Colorado Air Quality Control Program, Title 25, Resolution 7, C.R.S.
7. All operations shall comply with all applicable State Public Health and Environment, Water Quality Control standards.
8. Any proposed waste disposal or treatment facilities shall comply with all requirements of the County Individual Sewage Disposal System Regulations.
9. The proposed reclamation plan shall provide for a reasonable reclamation schedule in light of the specific surface use and surrounding land uses, and may require recon touring and revegetation of the surface to pre-disturbance conditions. The Planning Director may also approve a plan for an alternative post disturbance reclamation, provided the surface owner and the applicant agree, and the plan is in harmony with the surrounding land uses and the Comprehensive Plan.
10. Should an abandoned pipeline be removed, it will be subject to the original revegetation and weed management requirements in the original application.

IV. Process for Pipeline Development Plan Application Review

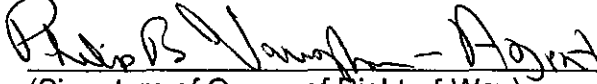
The review process for a Pipeline Development Plan is an administrative process with the ability for the Board of County Commissioners to "call-up" the application for a formal review. Note, the timelines outlined in this application only start once an application has been deemed technically complete. Please refer to Section 9-105 through 9-109 of Article IX for a more detail of this process

2. Referral and Review by Planning Director (Section 9-105). The Planning Director will coordinate the review of the development plan application. Upon the filing of a complete application for development plan review, the Planning Director shall

promptly forward one copy to the County Road & Bridge, Oil & Gas Auditor, Vegetation Management and Engineering Departments; the appropriate fire district or County Sheriff; the surface owners of an individual pipeline development plan; and any adjacent municipality for comment.

- a. Referral comments on the proposed development shall be returned to the Planning Director no later than 18 days from the date of application for an individual site application and 30 days from the date of application for an area development plan.
3. Notice (Section 9-105(B)). Once the application has been deemed technically complete, the applicant shall notify the property owners within 200 feet of the route that are not affected surface owners with an agreement with the applicant. A sign (provided to the Applicant by the Planning Department) will be posted on the portions of the route crossing or adjacent to a public road within seven days after receiving a complete application for an individual development plan review. Both the notice and the sign shall indicate that a development plan review application has been made, and the phone number of the Planning Department where information regarding the application may be obtained.
4. Director Review & Decision (Section 9-105(D)) Any determination by the Planning Director to approve or conditionally approve a development plan application must be in writing and mailed or otherwise provided to the applicant no later than 28 days for an individual pipeline development plan or 60 days for an area pipeline development plan, after the date on which the development plan application is filed. Failure to make a determination on the application within this time period shall result in the application being considered approved and the applicant's building permit or access, or other permits being processed, provided the applicant builds the pipeline in compliance with the application.
5. Board of County Commissioner "Call-Up" (Section 9-109) Once the Director has determined the application to be approved, the Director will immediately notify the Board of County Commissioners (BOCC) of the approval. From this point, the BOCC has 14 calendar days to call-up the application. No development can occur of the pipeline project until this period has elapsed and the conditions of approval have been met.

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.


(Signature of Owner of Right-of-Way)

6/1/09

Date



**GARFIELD COUNTY
BUILDING AND PLANNING DEPARTMENT
FEE SCHEDULE**

Garfield County, pursuant to Board of County Commissioners ("Board") Resolution No. 98-09, has established a fee structure ("Base Fee") for the processing of each type of subdivision and land use applications.

The Base Fee is an estimate of the average number of hours of staff time devoted to an application, multiplied by an hourly rate for the personnel involved. The Board recognized that the subdivision and land use application processing time will vary and that an applicant should pay for the total cost of the review which may require additional billing. Hourly rates based on the hourly salary, and fringe benefits costs of the respective positions combined with an hourly overhead cost for the office will be used to establish the actual cost of County staff time devoted to the review of a particular project.

Actual staff time spent will be charged against the Base Fee. After the Base Fee has been expended, the applicant will be billed based on actual staff hours accrued. Any billing shall be paid in full prior to final consideration of any land use permit, zoning amendment or subdivision plan. If an applicant has previously failed to pay application fees as required, no new or additional applications will be accepted for processing until the outstanding fees are paid.

Checks, including the appropriate Base Fee set forth below, must be submitted with each land use application, and made payable to the Garfield County Treasurer. Applications will not be accepted without the required application fee. Base Fees are non-refundable in full, unless a written request for withdraw from the applicant is submitted prior the initial review of the application materials.

Applications must include a Payment Agreement Form ("Agreement") set forth below. The Agreement establishes the applicant as being responsible for payment of all costs associated with processing the application. The Agreement must be signed by the party responsible for payment and submitted with the application in order for it to be accepted.

The following Base Fees shall be received by the County at the time of submittal of any procedural application to which such fees relate. Such Base Fees shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board for the consideration of any application or additional County staff time or expense not covered by the Base Fee, which have not otherwise been paid by the applicant to the County prior to final action upon the application tendered to the County.

GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT BASE FEES

TYPE OF LAND USE ACTION	BASE FEE
Vacating Public Roads & Rights-of-Way	\$400
Sketch Plan	\$325
Preliminary Plan / Conservation Subdivision	\$675 + application agency review fees and outside consultant review fees, as authorized pursuant to the Regulations, such as the Colorado Geologic Survey
Preliminary Plan Amendment	\$325
Final Plat	\$200
Final Plat Amendment / Correction Plat	\$100
Combined Preliminary Plan and Final Plat	\$1,075
Minor Exemption / Amendment	\$300 / \$300
Major Exemption / Amendment	\$400 / \$300
Rural Land Development Option Exemption / Amendment	\$400 / \$300
General Administrative Permit	\$250
Floodplain Development Permit	\$250
Pipeline Development Plan / Amendment	\$400 / \$300
Small Temporary Employee Housing	\$50
Minor Temporary Employee Housing	\$250
Limited Impact Review / Amendment	\$400 / \$300
Major Impact Review / Amendment	\$525 / \$400
Rezoning: Text Amendment	\$300
Rezoning: Zone District Amendment	\$450
Planned Unit Development (PUD) / Amendment	\$500 / \$300
Comprehensive Plan Amendment	\$450
Variance	\$250
Interpretation	\$250
Planning Staff Hourly Rate	
▪ Planning Director	\$50.50
▪ Senior Planner	\$40.50
▪ Planning Technician	\$33.75
▪ Secretary	\$30.00
County Surveyor Review Fee (<i>includes review of Amended Plats, Final Plats, Exemption Plats</i>)	Determined by Surveyor\$
Mylar Recording Fee	\$11 – 1 st page \$10 each additional page

The following guidelines shall be used for the administration of the fee structure set forth above:

1. All applications shall be submitted with a signed Agreement for Payment form set forth below.
2. County staff shall keep accurate record of actual time required for the processing of each land use application, zoning amendment, or subdivision application. Any additional billing will occur commensurate with the additional costs incurred by the County as a result of having to take more time than that covered by the base fee.
3. Any billings shall be paid prior to final consideration of any land use permit, zoning amendment, or subdivision plan. All additional costs shall be paid to the execution of the written resolution confirming action on the application.
4. Final Plats, Amended or Corrected Plats, Exemption Plats or Permits will not be recorded or issued until all fees have been paid.
5. In the event that the Board determines that special expertise is needed to assist them in the review of a land use permit, zoning amendment, or subdivision application, such costs will be borne by the applicant and paid prior to the final consideration of the application. All additional costs shall be paid prior to the execution of the written resolution confirming action on the application.
6. If an application involves multiple reviews, the Applicant shall be charged the highest Base Fee listed above.
7. Types of "Procedures" not listed in the above chart will be charged at an hourly rate based on the pertinent planning staff rate listed above.
8. The Planning Director shall establish appropriate guidelines for the collection of Additional Billings as required.

GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT

PAYMENT AGREEMENT FORM

(Shall be submitted with application)

GARFIELD COUNTY (hereinafter COUNTY) and Enterprise Gas Processing, LLC
_____ Property Owner (hereinafter OWNER) agree as follows:

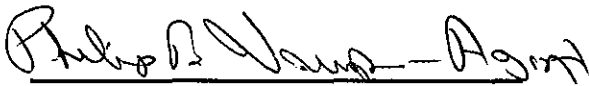
1. OWNER has submitted to COUNTY an application for Jackrabbit Extension and
Laterals Pipelines (hereinafter, THE PROJECT).

2. OWNER understands and agrees that Garfield County Resolution No. 98-09, as amended, establishes a fee schedule for each type of subdivision or land use review applications, and the guidelines for the administration of the fee structure.

3. OWNER and COUNTY agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. OWNER agrees to make payment of the Base Fee, established for the PROJECT, and to thereafter permit additional costs to be billed to OWNER. OWNER agrees to make additional payments upon notification by the COUNTY when they are necessary as costs are incurred.

4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional COUNTY staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, OWNER shall pay additional billings to COUNTY to reimburse the COUNTY for the processing of the PROJECT mentioned above. OWNER acknowledges that all billing shall be paid prior to the final consideration by the COUNTY of any land use permit, zoning amendment, or subdivision plan.

PROPERTY OWNER (OR AUTHORIZED REPRESENTATIVE)



Signature

06/01/09

Date

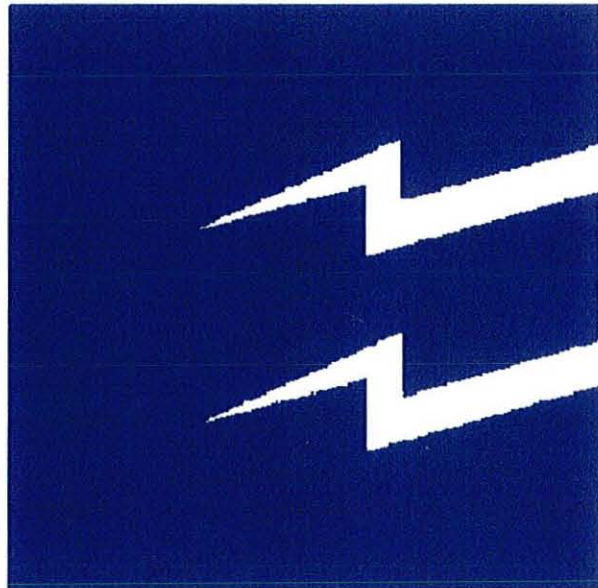
Philip B. Vaughan- PVCMI-Land Planning

Print Name

Mailing Address:

1038 County Road 323

Rifle, CO 81650



ENTERPRISE™

TABLE OF CONTENTS

ENTERPRISE GAS PROCESSING, LLC.

JACKRABBIT EXTENSION AND LATERALS

GARFIELD COUNTY, COLORADO

DEVELOPMENT PLAN REVIEW FOR RIGHT-
OF-WAY APPLICATION

June 2009

The items below are prepared as per Garfield County Unified Land Use Resolution Article 9- Pipelines.

1. Development Plan Review for Right-of-way Application Form- 9-103

#5 746 2. Vicinity Map- 9-104 (A)

A. Right-of-way alignment sheets and legal description

**See Appendix A for details needed on alignment sheets

3. Project Overview- 9-104 (B)

4. Ownership- Adjacent properties to proposed right-of-way within 350 feet of any area to be disturbed- 9-104 (C)

Garfield County- surface owners only need be identified.

5. Evidence of surface owner notification and of surface agreements- 9-104 (D)

Garfield County- Mail via certified mail, a copy of the pipeline application to each of the surface owners that EPCO, Inc. has agreements with for the pipeline after determination of completeness of the application by Garfield County.

**Garfield County will expect title commitment level preparations of property ownership documents to verify that actual property ownership matches the pipeline agreements. The Garfield County Attorney has questioned utilizing the Garfield County Assessor's records in making a determination regarding property ownership.

Listing of property owners

A. Chevron U.S.A., Inc.

B. Puckett Land Company

C. Oxy USA, Inc.

6. Need for Proposed Action- 9-104 (E)

7. Regulatory Permit Requirements- 9-104 (F)
 - A. Colorado Dept. of Public Health and Environment- Colorado Discharge Permit System Permit COR-03D733. (SWMP)
 - B. U.S. Army Corp of Engineers permits.
 - C. Colorado Air Quality Control Commission- Fugitive dust emissions
8. Primary Project Participants- 9-104 (G)
9. Project Facilities- 9-104 (H)
10. Construction Schedule- 9-104 (I)
Please see Tab # 21- Construction Management Plan
11. Sensitive Area Survey- 9-104 (J)
12. Revegetation Plan- 9-104 (K)
13. Weed Management Plan- 9-104 (L)
Please see Tab # 12- Revegetation Plan.
14. Emergency Response Plan- 9-104 (M)
15. Traffic Impact- 9-104 (N)
16. Staging Areas- 9-104 (O)
17. Hydrotest Water- 9-104 (P)
Not applicable as this system will be nitrogen tested.
Please see Tab # 21- Construction Management Plan.
18. Garfield County Assessor's Maps- 9-105 (B)
19. Listing of Adjacent Property Owners adjacent to or within 200' of the proposed right-of-way- 9-105 (B)
Determination was made by Garfield County that this only includes surface owners.

20. Authority of Authorized Representative

21. Construction Management Plan-

22. Response letter regarding Development Plan Review Standards and Criteria for Approval. Sections 9-107 and 7-815.

A. Right-of-way locations related to perimeters of surface property ownerships. 7-815 (A)

B. Colorado Oil and Gas Conservation Commission Rules and Regulations, Section 802, Noise Abatement. 7-815 (B)
Responsibility: Hankard Environmental/PVCM/ Ryan Lunsford
Status: Need equipment list for production of this study.

C. Minimize visual impact and disturbance of the land surface. 7-815 (C)

D. Access Points to public roads. 7-815 (D)

E. Impact on endangered species. 7-815 (E)

F. Air contaminant emissions. 7-815 (F)

G. Compliance with Colorado State Public Health and Environment, Water Quality Control standards. 7-815 (G)

H. Compliance with Garfield County Individual Sewage Disposal System regulations. 7-815 (H)

I. Reclamation plan. 7-815 (I)

J. Abandoned pipeline removal. 7-815 (J)

23. Contact person for EPCO for Garfield County to contact for Garfield County inspection. 9-111

24. Colorado Professional Engineer responsible for certifying that the project is complete and providing a digital copy of the surveyed pipeline as-built. 9-111 (A)



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 2- Vicinity Map 9-104 (A)

All plan copies below are provided in 11x17 and D size drawings.

These alignment sheets indicate the alignment of the proposed pipeline, surface ownership, adjacent surface ownership and pipeline length.

1. Cover Sheet- Drawing 12499-1800-700 "Jackrabbit Gathering System Extension and Laterals- Revision 5/11/09.

2. 200'/350' Impact Envelopes

* Drawing 12499-1800-751- 200'/350' Impact Envelopes Drawing Index Map- Rev. 5/19/09

Important Note: Please note that the 10" Cascade Lateral pipeline is not being permitted within this application.

*Drawing 12499-1802-751- 10" Garden Gulch Lateral Pipeline- 200'/350' Impact Envelopes with Surface Ownership- Rev. 6/3/09

*Drawing 12499-1805-751- 10" Haystack Lateral Pipeline- 200'/350' Impact Envelopes with Surface Ownership- Rev. 6/2/09

*Drawing 12499-1807-751- 20" Suction Trunk Line Ext.- 200'/350' Impact Envelopes with Surface Ownership- Rev. 6/2/09

3. Alignment Sheets

A. 2.1 miles of 20 inch diameter mainline extension suction pipeline

- *Drawing 12499-1801-00B Cover Sheet- Rev. P6
- *Drawing 12499-1801-011 Station 0+00.0 to Station 52+80.0- Rev. P6
- *Drawing 12499-1801-012 Station 52+80.0 to Station 92+65.2- Rev. P6
- *Drawing 12499-1701-103 Jackrabbit Gathering System- Southern Pigging Facility- Site Plan- Rev. B
- *Drawing 12499-1701-004 Jackrabbit Gathering System Piping Plan- 20" Pig Launcher- Rev. B
- *Drawing 12499-1701-005 Jackrabbit Gathering System-Piping Elevations and Details- 20" Pig Launcher- Rev. B
- *Drawing 12499-1701-017 Jackrabbit Gathering System- Southern Pigging Facility- Tie-In Piping Plan- Rev. A
- *12499-1807-800- Rev. G- Sealed 5/26/09- Chevron USA Inc. plat
- *12499-1805-803- Rev. D- Sealed 5/7/09- Puckett Land Co. plat

B. 4.8 miles of 10 inch diameter Haystack Lateral

- *Drawing 12499-1805-00A Cover Sheet- Rev. P7
- *Drawing 12499-1805-001 Station 0+00.0 to Station 22+32.2- Rev. P6
- *Drawing 12499-1805-002 Station 22+32.2 to Station 75+12.2- Rev. P6
- *Drawing 12499-1805-003 Station 75+12.2 to Station 127+92.2- Rev. P6
- *Drawing 12499-1805-004 Station 127+92.2 to Station 180+72.2- Rev. P6
- *Drawing 12499-1805-005 Station 180+72.2 to Station 209+43.3- Rev. P6
- *Drawing 12499-1805-006 Station 209+43.3 to Station 234+42.6- Rev. P6
- *Drawing 12499-1705-001 10" Pig Receiver Piping Plan- Rev. 0
- *Drawing 12499-1705-002 10" Pig Receiver Sections & Details- Rev. 0
- *Drawing 12499-1705-003 10" Pig Receiver 3D Isometric & Bill of Materials- Rev. 0
- *Drawing 12499-1705-004 10" Pig Launcher Piping Plan- Rev. 0
- *Drawing 12499-1705-005 10" Pig Launcher Piping Sections & Details- Rev. 0
- *Drawing 12499-1705-006 10" Pig Launcher 3D Isometric & Bill of Materials- Rev. 0
- *Drawing 12499-1701-017 Southern Pigging Facility Tie-In Piping Plan- Rev. A
- *Drawing 12499-1705-101 10" Haystack Lateral Launcher Site Plan- Rev. B
- *Drawing 12499-1705-103 Southern Pigging Facility Site Plan- Rev. B
- *12499-1805-803- Puckett Land Company Easement Exhibit Rev. D- Sealed 5/7/09
- *12499-1805-804- Puckett Land Company Easement Exhibit Rev. C- Sealed 5/6/09

C. 2.6 miles of 10 inch diameter Garden Gulch Lateral

- *Drawing 12499-1802-00A Cover Sheet- Rev. P9
- *Drawing 12499-1802-001 Station 0+00.0 to Station 52+81.0- Rev. P7
- *Drawing 12499-1802-002 Station 52+81.0 to Station 106+32.9- Rev. P8
- *Drawing 12499-1802-003 Station 106+32.9 to Station 129+58.5- Rev. P8

- *Drawing 12499-1702-100 10" Garden Gulch Lateral Launcher Site Plan Rev. A
- *Drawing 12499-1702-101 10" Garden Gulch Receiver Site Plan Rev. B
- *Drawing 12499-1702-001 Garden Gulch Lateral 10" Pig Receiver Piping Plan Rev. 0
- *Drawing 12499-1702-002 Garden Gulch Lateral 10" Pig Receiver Piping Sections & Details Rev. 0
- *Drawing 12499-1702-003 Garden Gulch Lateral 10" Pig Receiver 3D Isometric Rev. 0
- *Drawing 12499-1702-004 Garden Gulch Lateral 10" Pig Launcher Piping Plan Rev. 1
- *Drawing 12499-1702-005 Garden Gulch Lateral 10" Pig Launcher Piping Sections & Details Rev. 0
- *Drawing 12499-1702-006 Garden Gulch Lateral 10" Pig Launcher 3D Isometric & Bill of Materials Rev. 0
- *Job Number 26099- Right-of-Way Plat Sealed 5/21/09
- *12499-1802-801- Chevron USA Inc. Easement Exhibit Rev. H- Sealed 6/4/09

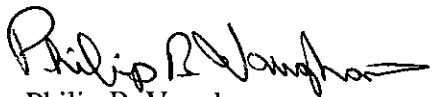
4. Pipeline Staging Area Mapping

- A. Improvement Location Certificate for Enterprise Products, Inc. Pipe Storage Lease Parcel. 21 acre lease parcel located in the NW1/4 of Section 5 and NE 1/4 of Section 6, T8S, R96W, 6th P.M. dated 4/12/2009.
- B. File 48776- Location Surface Use Area & Road Right-of-way on Fee Lands (For office and yard site) dated 4/15/2008. 7 acre lease parcel located in Section 33, T7S, R96W, 6th P.M.

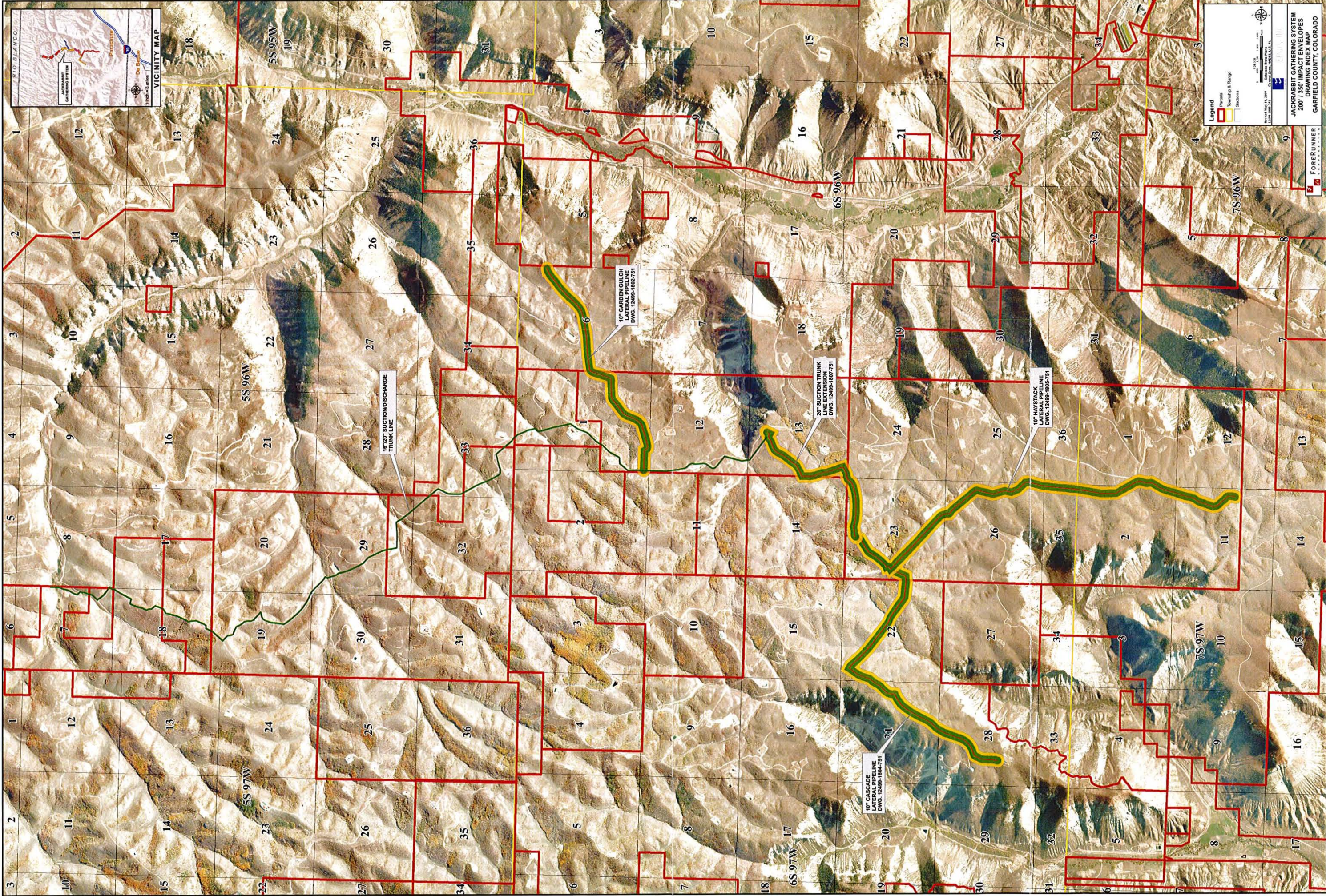
Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely



Philip B. Vaughan
President
PVCMI-Land Planning Division



Legend

- Impact Envelopes
- Township & Range
- Sections

**JACKRABBIT GATHERING SYSTEM
200' / 350' IMPACT ENVELOPES
DRAWING INDEX MAP
GARFIELD COUNTY, COLORADO**

FORERUNNER

Scale: 1" = 1000'
North Arrow

16 1/2" SUCTION/DISCHARGE TRUNK LINE

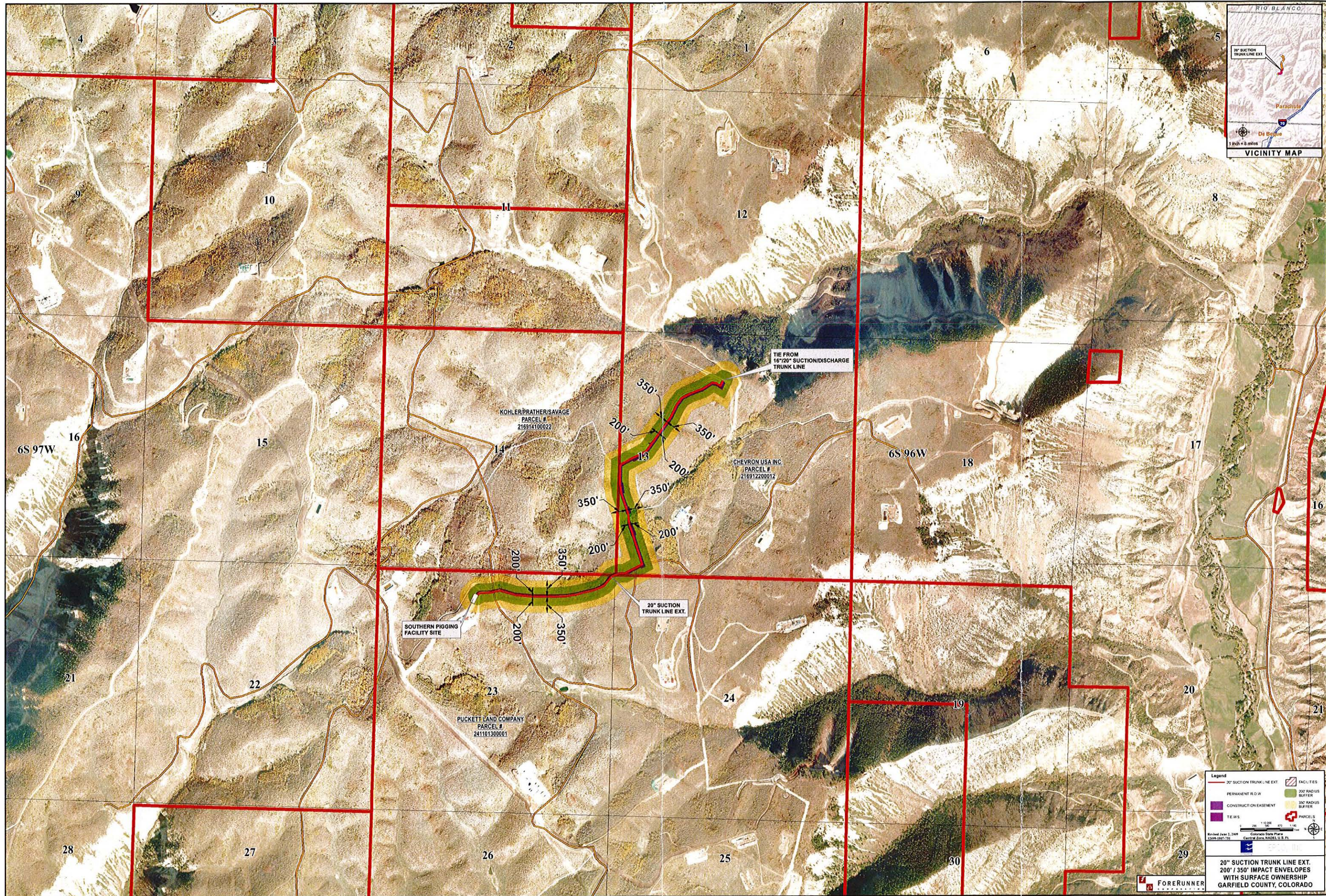
10" GARDEN GULCH LATERAL PIPELINE DWG. 12489-1802-751

20" SUCTION TRUNK LINE EXTENSION DWG. 12489-1807-751

10" HAYSTACK LATERAL PIPELINE DWG. 12489-1805-751

10" CASCADE LATERAL PIPELINE DWG. 12489-1804-751

Map grid labels: 1-36 (sections), 5S 95W, 5S 96W, 5S 97W, 6S 97W, 6S 96W, 7S 96W, 7S 97W



KOHLER/PRATHER/SAVAGE
PARCEL #
216914100022

CHEVRON USA INC.
PARCEL #
216912200012

PUCKETT LAND COMPANY
PARCEL #
241101300001

SOUTHERN PIGGING
FACILITY SITE

TIE FROM
16" / 20" SUCTION/DISCHARGE
TRUNK LINE

20" SUCTION
TRUNK LINE EXT.



20" SUCTION TRUNK LINE EXT.
200' / 350' IMPACT ENVELOPES
WITH SURFACE OWNERSHIP
GARFIELD COUNTY, COLORADO

FORERUNNER



EPCO, INC.

P-13436

JACKRABBIT GATHERING SYSTEM

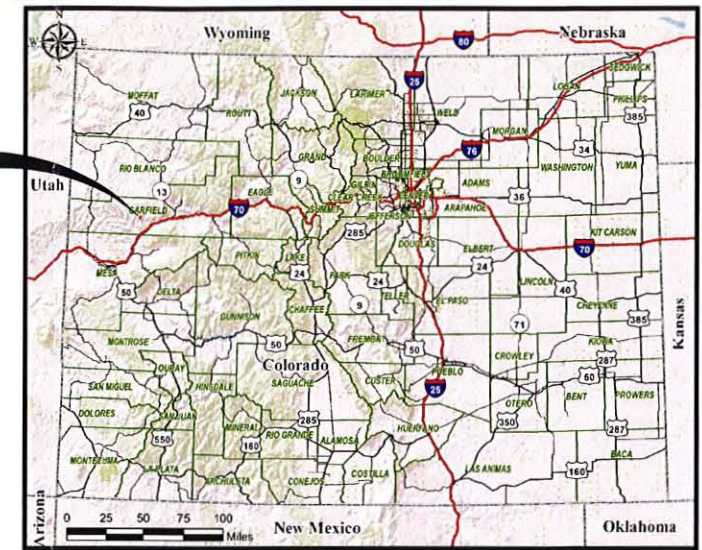
20" SUCTION TRUNK LINE EXTENSION

GARFIELD COUNTY, COLORADO

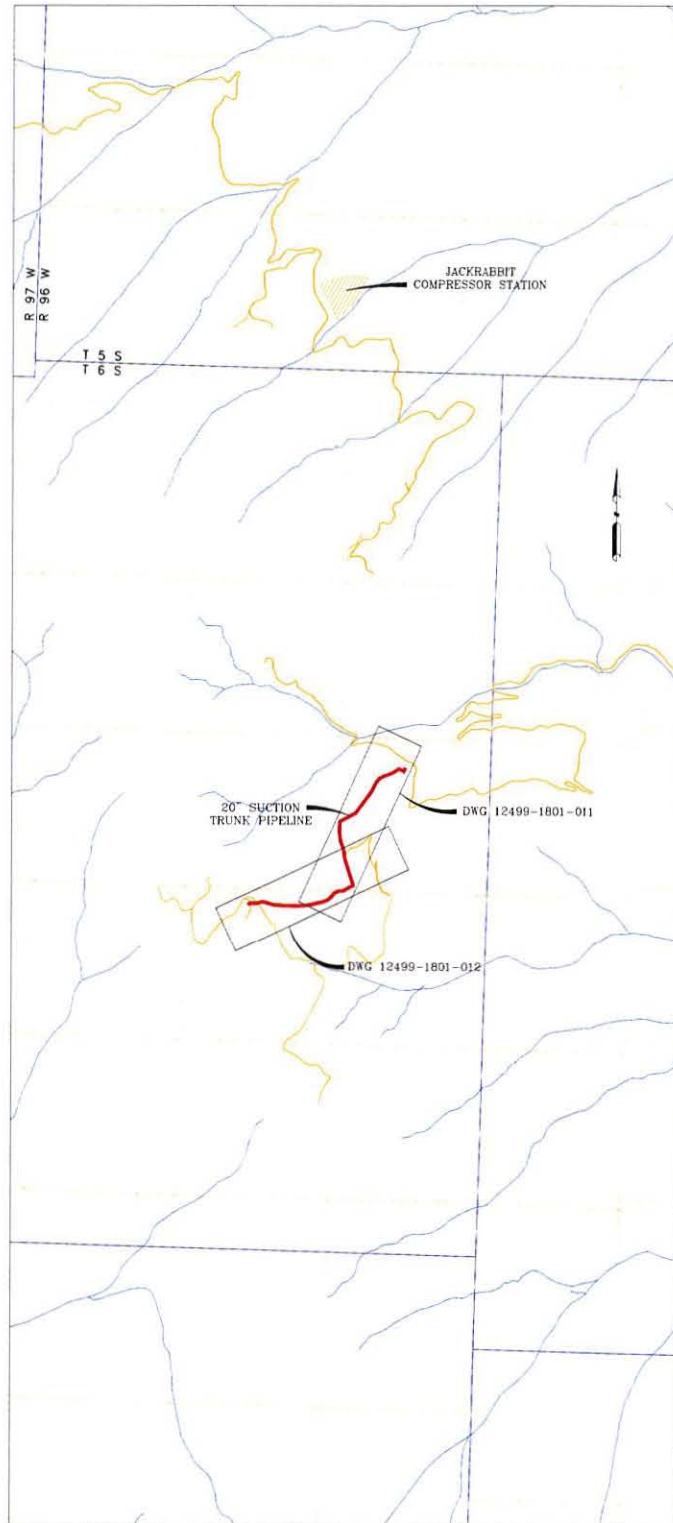
ISSUED FOR REVIEW

JUNE 1st, 2009

PROJECT
AREA



LOCATION MAP



20" SUCTION TRUNK LINE
EXTENSION LOCATION MAP

ALIGNMENT DRAWINGS

DWG NO	REV NO	DRAWING TITLE
12499-1801-00B	P6	COVER SHEET 20" SUCTION TRUNK LINE EXTENSION
12499-1801-011	P6	20" SUCTION TRUNK LINE EXTENSION ALIGNMENT
12499-1801-012	P6	20" SUCTION TRUNK LINE EXTENSION ALIGNMENT

PIPING/SITE DRAWINGS

DWG NO	REV NO	DRAWING TITLE
12499-1701-004	B	20" PIG LAUNCHER PIPING PLAN
12499-1701-005	B	20" PIG LAUNCHER PIPING ELEVATIONS & DETAILS
12499-1701-017	A	SOUTHERN PIGGING FACILITY TIE-IN PIPING PLAN
12499-1701-103	B	SOUTHERN PIGGING FACILITY SITE PLAN

**ISSUED FOR
REVIEW**
 JUNE 1 2009
 ForeRunner Corporation

GENERAL NOTES

1. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
2. COATING / PROTECTOR BURIED FABRICATION PIPING SHALL BE CLEANED AND COATED. ALL BURIED PIPING TO BE CATHODICALLY PROTECTED.
3. ALL VALVES MUST HAVE APPROPRIATE LOCKING DEVICES.
4. FIELD VERIFY PIPE GRADE AND WALL THICKNESS AT ALL TIE-IN LOCATIONS.
5. INSTALL GUARD BARS IN TRENCHES.
6. INSTALL TEST LEADS AT EVERY METALLIC FOREIGN LINE CROSSING.
7. TEST LEADS IDENTIFIED ON ALIGNMENT SHEETS SHALL BE INSTALLED EVERY MILE.

THESE FACILITIES CONFORM TO ASME
B31.8 CODES AND STANDARDS.

REFERENCE DRAWINGS

DRWG. No.	DESCRIPTION	AFEM	DATE
	"SEE SHEET INDEX ON THIS DRAWING"	P-13436	5-2008

PROJECT NUMBERS

DESCRIPTION	DATE
JACKRABBIT GATHERING SYSTEM PIPELINE	5-2008

DESIGN DATA

500 PSIG - 20" SUCTION TRUNK

NATURAL GAS

DESIGN LOAD
COMPRESSOR INLET PRESSURE
COMPRESSOR OUTLET PRESSURE
MAX CAP @ MIN PRESSURE
SERVICE TYPE

ENGINEERING RECORD

AFEM P-13436	SECTIONS: 13, 24 & 25
DRAWN: KB	TWN: 8 S RND: 87 W
DRAFTING CHECK: C. EBOH	GARFIELD COUNTY, COLORADO
PROJECT ENGINEER APPROVAL: J. BLANCHARD	LAT: LONG:
PROJECT MANAGER APPROVAL: J. BLANCHARD	
ENGINEERING APPROVAL:	
CONSTRUCTION APPROVAL:	
METER / REG APPROVAL:	
RIGHT OF WAY APPROVAL:	
FIELD OPERATIONS APPROVAL:	
CORROSION APPROVAL:	
ENVIRONMENTAL APPROVAL:	
APPROVED FOR CONST:	

EPCO, INC.

P-13436 JACKRABBIT
GATHERING SYSTEM
20" SUCTION TRUNK LINE
EXTENSION COVER SHEET

SCALE: AS NOTED DRAWING NUMBER REV.
SHEET No. 1 OF 1 12499-1801-00B P6
CAD FILE: 12499-1801-00B.dwg

FORERUNNER
CORPORATION

OWNER

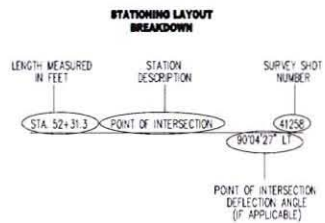
ALIGNMENT HORIZONTAL DISTANCE

PLAN

EASEMENT

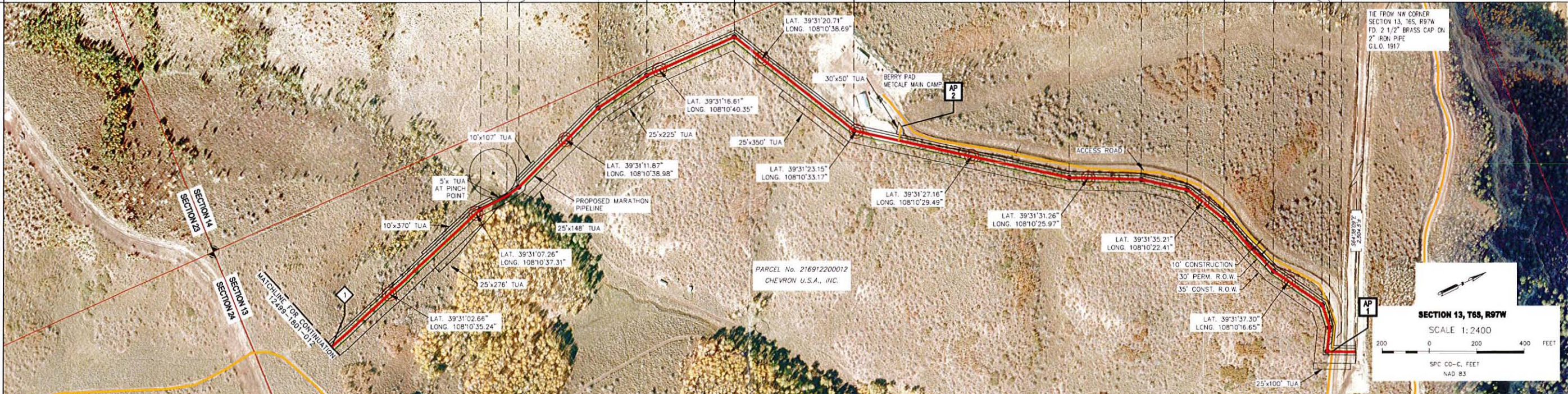
PROFILE

PIPE DATA



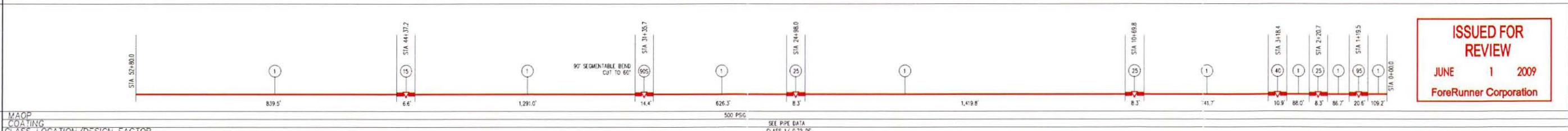
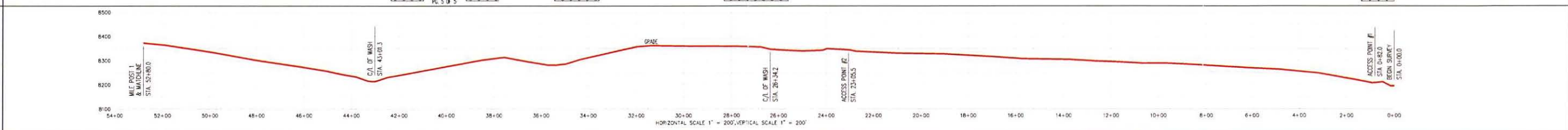
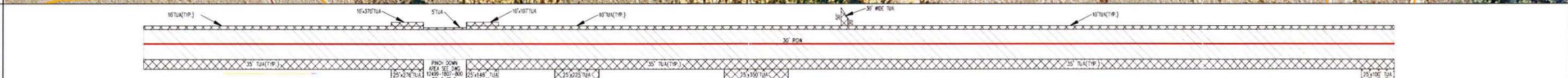
STATION	DESCRIPTION	STATION	DESCRIPTION
STA. 52+80.0	MILEPOST 1 & WATCHLINE	STA. 44+37.2	POINT OF INTERSECTION
		STA. 43+80.2	TOP OF SLOPE
		STA. 43+28.4	TOP OF SLOPE
		STA. 43+11.0	POINT OF INTERSECTION
		STA. 43+01.3	C/A OF WASH
		STA. 42+49.2	POINT OF INTERSECTION
		STA. 37+80.7	POINT OF INTERSECTION
		STA. 35+37.2	POINT OF INTERSECTION
		STA. 31+35.7	POINT OF INTERSECTION
		STA. 24+98.0	POINT OF INTERSECTION
		STA. 26+34.2	C/A OF WASH
		STA. 24+98.0	POINT OF INTERSECTION
		STA. 24+17.0	TOP OF SLOPE
		STA. 23+96.8	TOP OF SLOPE
		STA. 23+05.5	ACCESS POINT #2
		STA. 23+03.0	TOP OF SLOPE
		STA. 22+75.2	TOP OF SLOPE
		STA. 15+70.7	POINT OF INTERSECTION
		STA. 12+66.6	POINT OF INTERSECTION
		STA. 10+69.8	POINT OF INTERSECTION
		STA. 8+72.0	POINT OF INTERSECTION
		STA. 5+67.9	POINT OF INTERSECTION
		STA. 3+18.4	POINT OF INTERSECTION
		STA. 2+70.7	POINT OF INTERSECTION
		STA. 1+19.5	POINT OF INTERSECTION
		STA. 0+94.5	EDGE OF ROAD
		STA. 0+82.0	ACCESS POINT #1
		STA. 0+61.8	EDGE OF ROAD
		STA. 0+50.0	TOP OF SLOPE
		STA. 0+15.8	TOP OF SLOPE
		STA. 0+00.0	BEGIN SURVEY

PARCEL No. 216912200012
CHEVRON U.S.A., INC.
P.O. BOX 285, HOUSTON, TX 77001
5,280.0 FT / 320.0 RODS



TE FROM NW CORNER SECTION 13, T6S, R97W
FD. 2 1/2" BRASS CAP. CH.
2" IRON PIPE
C.L.O. 1917

SECTION 13, T6S, R97W
SCALE 1:2400
200 0 200 400 FEET
SPC CO-C, FEET
NAD 83



ITEM	PIPE DESCRIPTION	QUANTITY	ITEM	PIPE DESCRIPTION	QUANTITY
1	20" O.D. x 0.375" W.T. API 5L-X80, ERW, 14-16 MILS FBE	5,202.2'			
15	INDUCTION BEND, 18" 20" OD x 0.375" W.T., API 5L-X80, ERW, 12-14 MILS FBE	1 EA.			
25	INDUCTION BEND, 20" 20" OD x 0.375" W.T., API 5L-X80, ERW, 12-14 MILS FBE	3 EA.			
40	INDUCTION BEND, 40" 20" OD x 0.375" W.T., API 5L-X80, ERW, 12-14 MILS FBE	1 EA.			
90S	SEGMENTABLE FITTING, 90" 20" OD x 0.375" W.T., 3R, Y22, BARE	1 EA.			
95	INDUCTION BEND, 60" 20" OD x 0.375" W.T., API 5L-X80, ERW, 12-14 MILS FBE	1 EA.			
TOTAL		5,280.0			

ISSUED FOR REVIEW
JUNE 1 2009
ForeRunner Corporation

LEGEND
C/A ROAD, DRAIN OR WASH, FENCE, PROPERTY LINE, FOREIGN PIPELINE, TRANSMISSION LINE, POWER LINE, UG POWER LINE, UG TELEPHONE LINE, UG TELEPHONE LINE, CABLE LINE, UG CABLE LINE, UG MAINLINE VALVE, APPROVED ACCESS ROAD, PIPELINE EASEMENT BEND, HEAVY WALL PIPE, INDUCTION BEND, PIPELINE WARNING SIGN, CATHODIC TEST STATION, FOREIGN PIPELINE CATHODIC, AERIAL OR MILE MARKER, PIPELINE WEIGHTS, ACCESS POINT, STATION EQUATION

REFERENCE DRAWINGS
DWG. NO. 12499-1801-012 DESCRIPTION 20" SUCTION TRUNK LINE EXTENSION ALIGNMENT
12499-1807-800 CHEVRON USA INC EASEMENT EXHIBIT, PAGE 5 OF 6

PROJ. ID #: 12499-A
SURVEYED: FRC
DRAWN: KB
CHECKED: C. ESCH
APPROVED: J. BLANCHARD

PROJECT ENGINEER: J. BLANCHARD
SECTION: 13
TOWNSHIP: 6S
RANGE: 97W
COUNTY/STATE: GARFIELD CO., CO.
LINE/AREA:

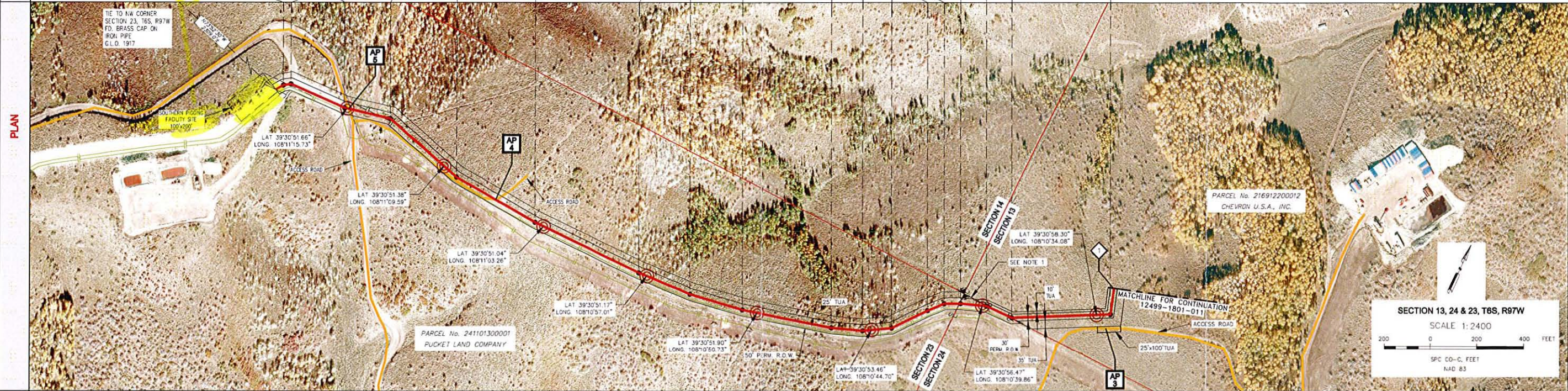
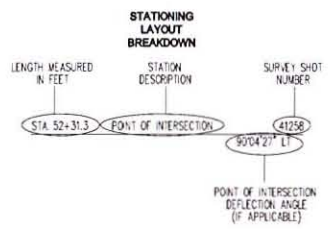
REVISIONS

NO.	DESCRIPTION	DATE / BY
P1	ISSUED FOR REVIEW	3/20/09 KB
P2	ISSUED FOR REVIEW	4/15/09 KB
P3	ISSUED FOR REVIEW	4/22/09 PJD
P4	ISSUED FOR REVIEW	5/12/09 PJD
P5	ISSUED FOR REVIEW	5/21/09 PJD
P6	ISSUED FOR REVIEW	6/01/09 PJD

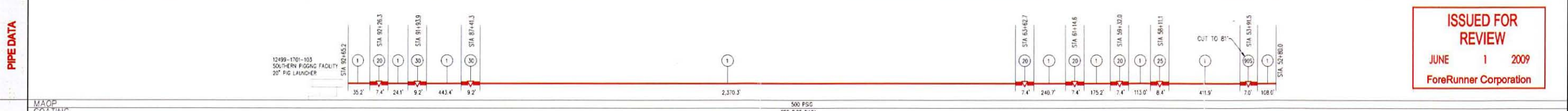
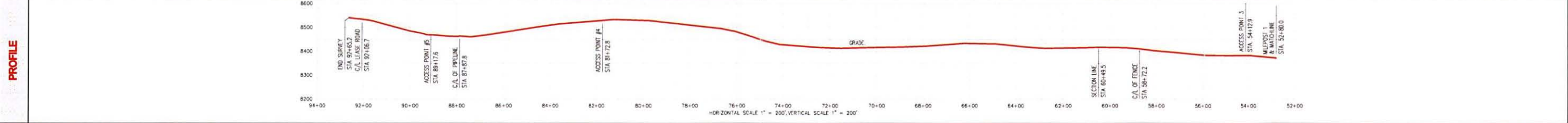
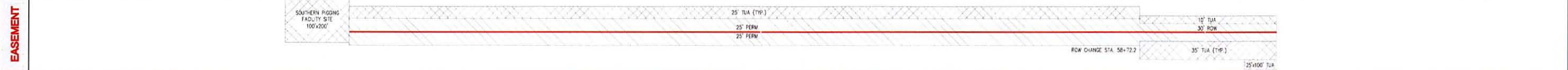
EPCO, INC.
P-13436 JACKRABBIT GATHERING SYSTEM
20" SUCTION TRUNK LINE EXTENSION
STA. 0+00.0 TO 52+80.0
SCALE: AS NOTED DRAWING NUMBER REV. SHEET No. 1 OF 2 12499-1801-011 P6
CAD FILE: 12499-1801-011
FORERUNNER CORPORATION

Project: P-13436 Jackrabbit Gathering System
 Drawing: P-13436-1801-011-011.dwg
 Date: 6/1/2009 4:34 PM
 User: jblanchard
 Path: S:\Projects\13436 Jackrabbit Gathering System\Drawings\13436-1801-011.dwg

OWNER	ALIGNMENT HORIZONTAL DISTANCE
STA 92+65.2	30000716 END SURVEY 30000714 POINT OF INTERSECTION 1954.35 30000721 EDGE OF ROAD 30000720 C/L LUGSE ROAD 30000719 EDGE OF ROAD 30000717 POINT OF INTERSECTION 3747.56' LT
PARCEL No. 241101300001 BUCKET LAND COMPANY 5480 S. QUEBEC ST. STE 250 GREENWOOD V.C. 3,393.0 FT / 209.6 RODS	30000718 POINT OF INTERSECTION 1030.00 30000703 EDGE OF ROAD 30000702 ACCESS POINT #5 30000700 EDGE OF ROAD 30000698 C/L OF PIPELINE 30000685 C/L OF PIPELINE 30000676 POINT OF INTERSECTION 2753.55' LT
PARCEL No. 216912200012 CHEVRON U.S.A., INC. P.O. BOX 285, HOUSTON, TX 77001 882.2 FT / 59.8 RODS	30000658 POINT OF INTERSECTION 1172.57' RT
STA 92+65.2	N/A
30000649 10% OF SLOPE	30000649
30000643 POINT OF INTERSECTION 0375.30 30000644 10% OF SLOPE	30000643 30000644
30000638 POINT OF INTERSECTION 0544.00' RT	30000638
30000636 POINT OF INTERSECTION 0622.08' RT	30000636
30000629 POINT OF INTERSECTION 0536.06' RT	30000629
30000624 POINT OF INTERSECTION 0031.14' RT	30000624
30000617 POINT OF INTERSECTION 2033.15' RT	30000617
30000613 POINT OF INTERSECTION 0239.08' LT	30000613
30000619 POINT OF INTERSECTION 2175.13' LT	30000619
30000623 POINT OF INTERSECTION 0947.52' LT	30000623
30000600 POINT OF INTERSECTION 1847.57' LT	30000600
30000596 C/L OF FENCE / PROPERTY LINE 30000596 POINT OF INTERSECTION 2830.57' RT	30000596 30000596
N/A	N/A
30000594 POINT OF INTERSECTION 8032.31' RT	30000594
N/A	N/A
30000580 MULTIPLET 1 & MATCHLINE	30000580



SECTION 13, 24 & 23, T6S, R97W
SCALE 1:2400
200 0 200 400 FEET
SPC CO-C, FEET
NAD 83

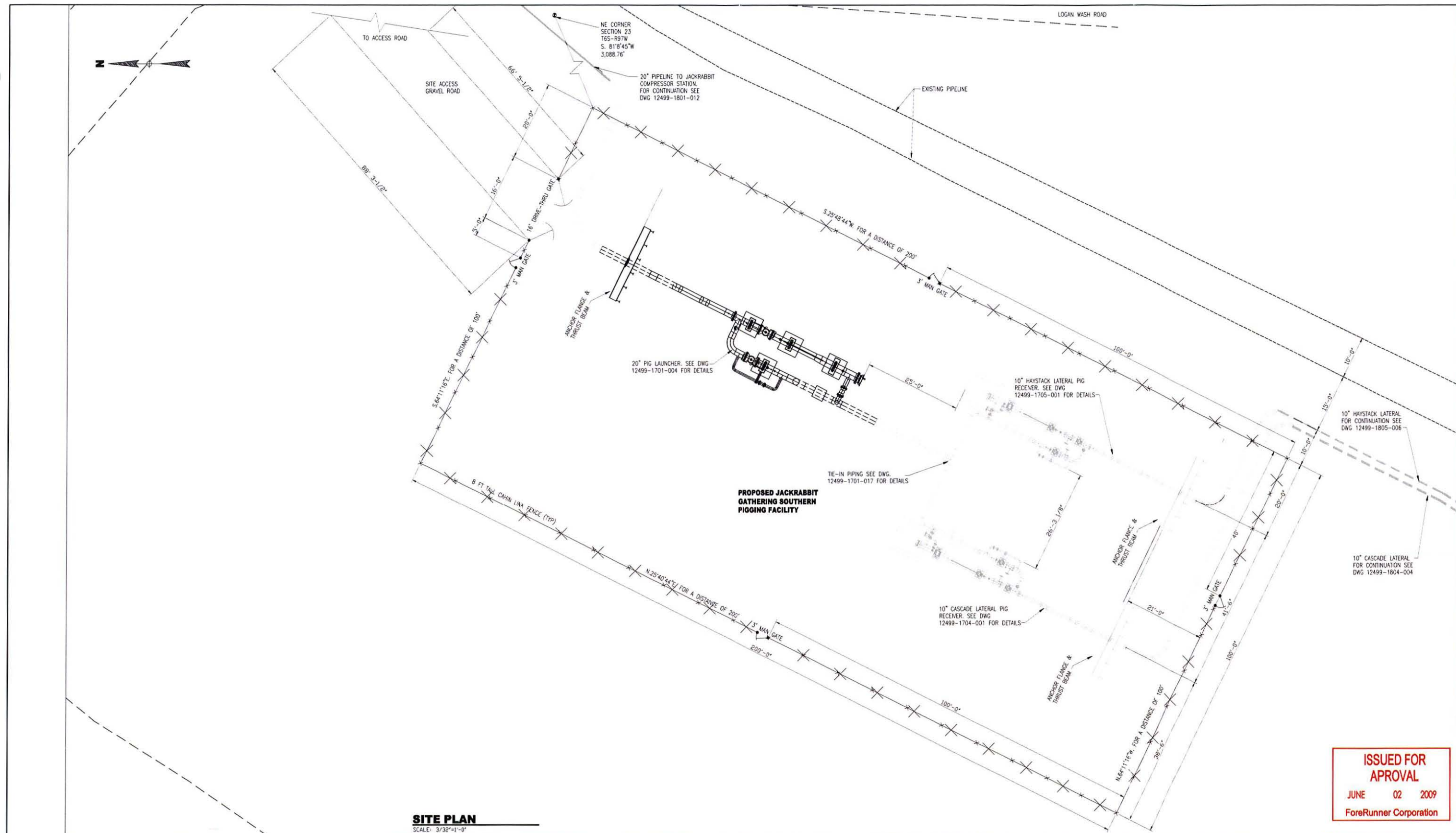


ISSUED FOR REVIEW
JUNE 1 2009
ForeRunner Corporation

BILL OF MATERIALS		NOTES		LEGEND		REFERENCE DRAWINGS		REVISIONS	
ITEM	PIPE DESCRIPTION	QUANTITY	ITEM	PIPE DESCRIPTION	QUANTITY	DESCRIPTION	NO.	DESCRIPTION	DATE / BY
1	20" O.D. x 0.375" W.T. API 5L-X80, ERW, 14-16 MILS FBE	3,921.8'	1	REPLACE FENCELINE FROM SECTION CORNER TO ROAD AFTER CONSTRUCTION.		500 PSF SEE PIPE DATA CLASS 1 / 0.72 DF	P1	ISSUED FOR REVIEW	3/20/09 KB
20	INDUCTION BEND, 20" 20' 00" x 0.375" W.T., API 5L-X80, ERW, 14-16 MILS FBE	4 EA.				12499-1801-011	P2	ISSUED FOR REVIEW	4/15/09 KB
25	INDUCTION BEND, 20" 20' 00" x 0.375" W.T., API 5L-X80, ERW, 14-16 MILS FBE	1 EA.				12499-1701-103	P3	ISSUED FOR REVIEW	4/22/09 PJD
30	INDUCTION BEND, 30" 20' 00" x 0.375" W.T., API 5L-X80, ERW, 14-16 MILS FBE	2 EA.				12499-1805-003	P4	ISSUED FOR REVIEW	5/12/09 PJD
90S	SEGMENTABLE FITTING, 80" 20' 00" x 0.375" W.T., 3% T52, BARE	1 EA.					P5	ISSUED FOR REVIEW	5/21/09 PJD
							P6	ISSUED FOR REVIEW	6/01/09 PJD
TOTAL		3,985.2'							

EPCO, INC.
P-13436 JACKRABBIT GATHERING SYSTEM
20" SUCTION TRUNK LINE EXTENSION
STA. 52+80.0 TO 92+65.2
SCALE: AS NOTED DRAWING NUMBER: REV.
SHEET No. 2 OF 2 12499-1801-012 P6
CAD FILE: 12499-1801-012
PREPARED BY: FORERUNNER CORPORATION

Drawn by: B.C.B. Date: 1/27/2009 8:46 AM Drawing: 12499-012



SITE PLAN
SCALE: 3/32"=1'-0"

ISSUED FOR APPROVAL
 JUNE 02 2009
 ForeRunner Corporation

GENERAL NOTES

NOTES:

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
12499-1701-004	20" PIG LAUNCHER PIPING PLAN
12499-1704-001	CASCADE LATERAL 10" PIG RECEIVER PIPING PLAN
12499-1705-001	HAYSTACK LATERAL 10" PIG RECEIVER PIPING PLAN
12499-1901-012	20" SUCTION TRUNK LINE EXTENSION ALIGNMENT
12499-1904-004	10" CASCADE LATERAL ALIGNMENT
12499-1805-008	10" HAYSTACK LATERAL ALIGNMENT
12499-1701-017	SOUTHERN PIGGING FACILITY TIE-IN PIPING PLAN

ENGINEERING RECORD

PROJ. ID #:	12499-A	PROJECT ENGINEER:	GT
SURVEYED:	FRG	SECTION:	23
DRAWN:	NBH	TOWNSHIP:	6S
CHECKED:		RANGE:	97W
APPROVED:		COUNTY/STATE:	GARFIELD/CO
		LINE/AREA:	

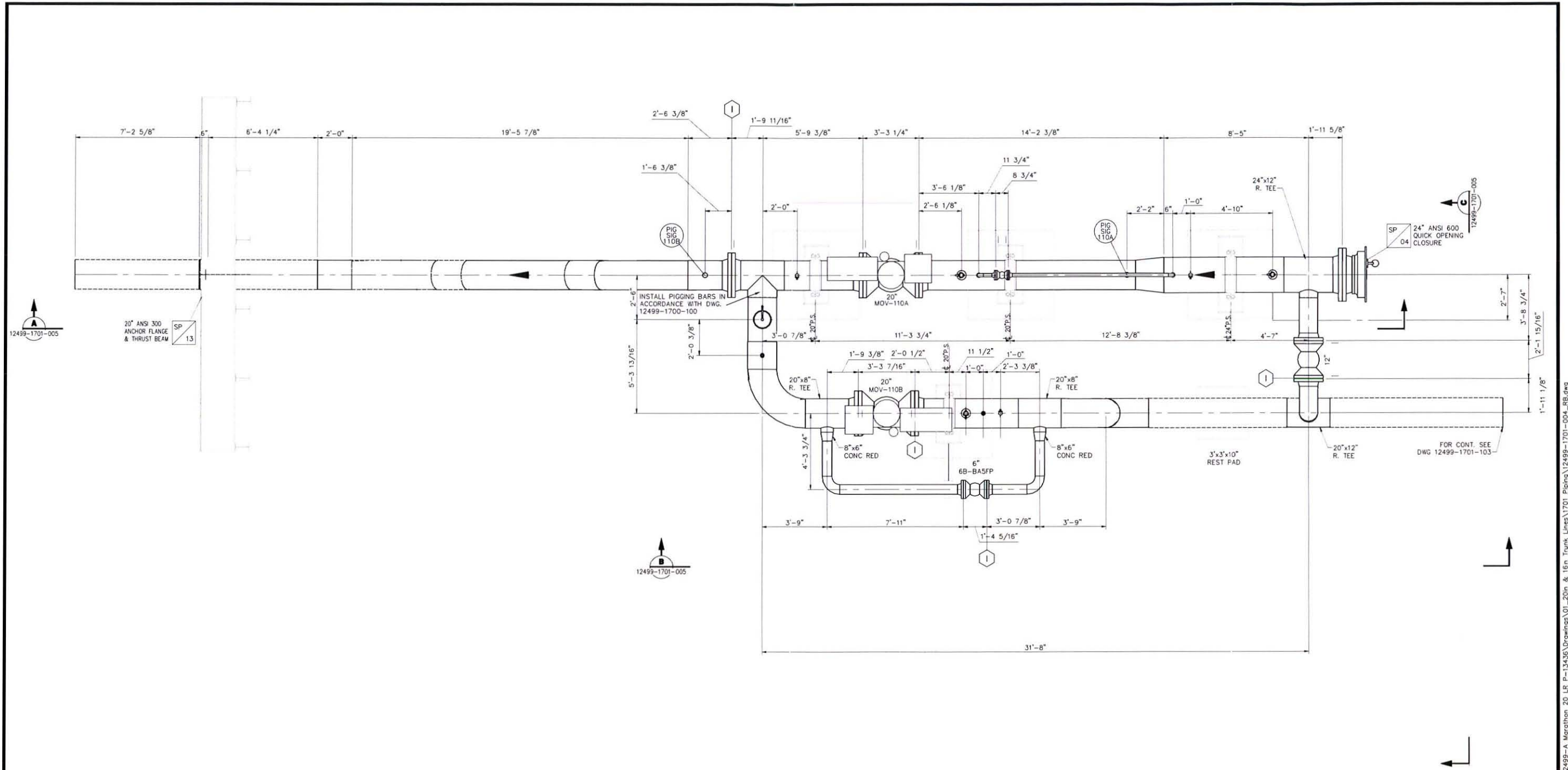
REVISIONS

NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR APPROVAL	05/22/09 / NBH
B	ISSUED FOR APPROVAL	06/02/09 / NBH

 **EPCO, INC.**
P-13436 JACKRABBIT GATHERING SYSTEM
SOUTHERN PIGGING FACILITY
SITE PLAN

SCALE: 3/32"=1'-0"	DRAWING NUMBER: 12499-1701-103	REV.:
SHEET No.:		B
CAD FILE: 12499-1701-103.dwg		

FORERUNNER
James S. Williamson, Inc. P.E. & Associates
 1000 W. 10th St., Suite 200
 Fort Collins, CO 80521
 970-225-1000



PLAN VIEW
SCALE: 3/8"=1'-0"

REISSUED FOR APPROVAL
 JUNE 2 2009
 ForeRunner Corporation

NOTES:
1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE
12499-1701-103	SOUTHERN PIGGING FACILITY - SITE PLAN				
12499-1700-100	PIPING DETAIL - BARRED PIGGING TEE				
12499-1701-005	ZON PIG LAUNCHER PIPING ELEVATIONS & DETAILS	B	REISSUED FOR APPROVAL	CAN	6/2/09
		A	ISSUED FOR APPROVAL	NBH	02/02/09

ENGINEERING RECORD	
DATE	BY
6/2/2009	G. NELSON
11/6/08	B. OLSEN

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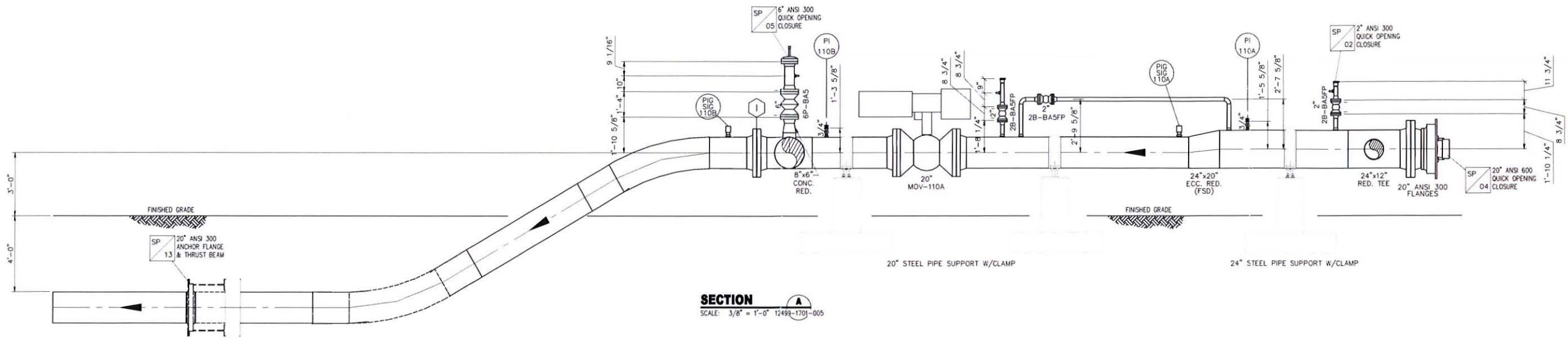
FORERUNNER CORPORATION
 8900 S. HAVENHURTS BLVD. #400
 LAKESIDE, CO 80828
 303-968-0233

EPCO, INC.
 ENTERPRISE

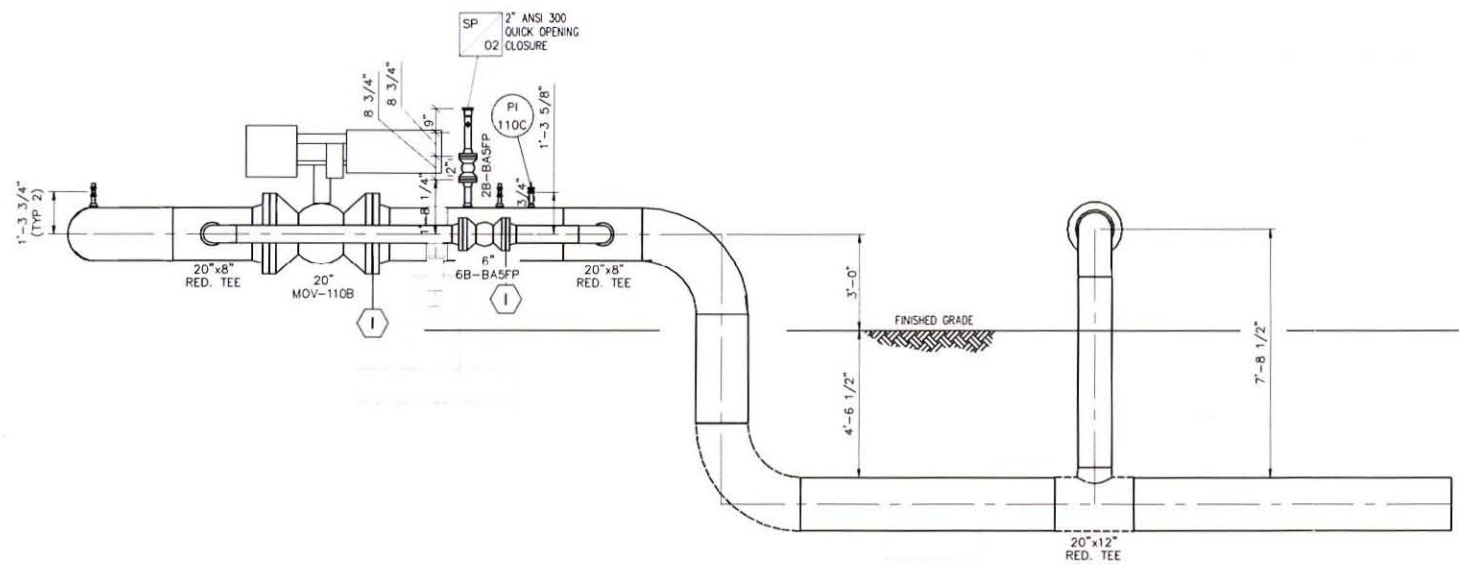
**P-13436 JACKRABBIT GATHERING SYSTEM
 PIPING PLAN
 20" PIG LAUNCHER**

SCALE	PROJ. NO.	CITY/COUNTY, STATE	DWG. NO.	REV.
AS NOTED	12499-A	GARFIELD CO., CO	12499-1701-004	B

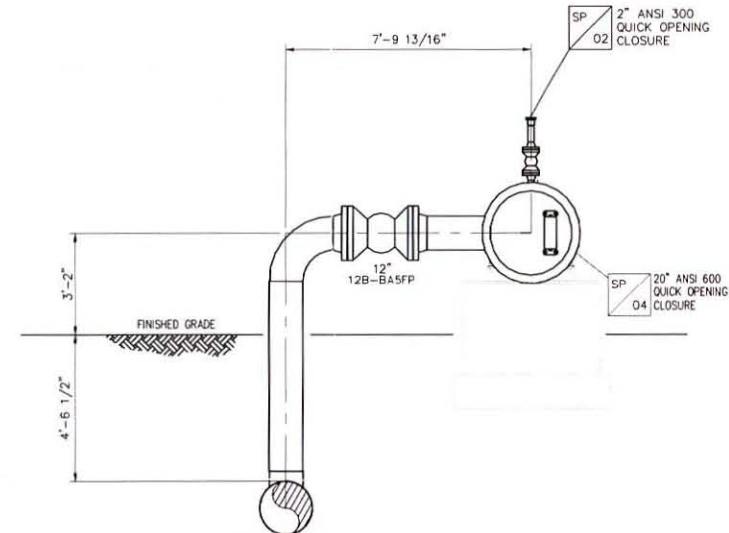
Plotted by: N.HUCKINS Date: 6/4/2009 10:01 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436\Drawings\01_20m & 16m Trunk Lines\1701 Piping\12499-1701-004_RB.dwg



SECTION A
SCALE: 3/8" = 1'-0" 12499-1701-005



SECTION B
SCALE: 3/8" = 1'-0" 12499-1701-005



SECTION C
SCALE: 3/8" = 1'-0" 12499-1701-005

REISSUED FOR APPROVAL
JUNE 2 2009
ForeRunner Corporation

NOTES:

1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE
12499-1701-004	PIPING PLAN - 20" PIG LAUNCHER	B	REISSUED FOR APPROVAL	GAN	6/2/09
		A	ISSUED FOR APPROVAL	NSH	02/02/09

ENGINEERING RECORD	
DATE	DESCRIPTION
6/2/2009	DRAWN G. NELSON
	CHECKED ---
11/6/08	PROJECT MGMT. B. OLSEN
	PROCESS
	MECHANICAL
	PIPING
	STRUCTURAL
	ELECTRICAL
	I & C

ENTERPRISE
EPCO, INC.

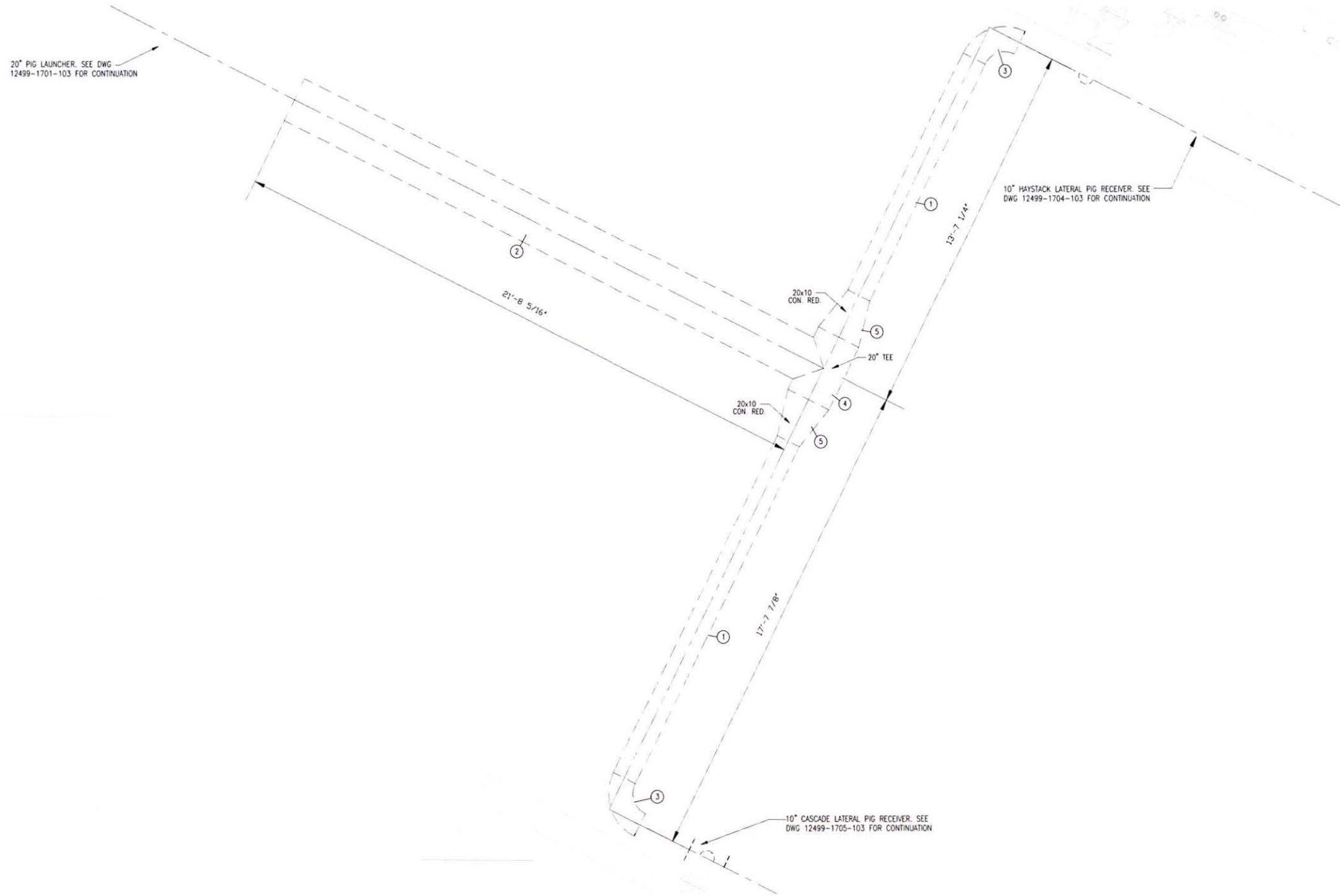
P-13436 JACKRABBIT GATHERING SYSTEM
PIPING ELEVATIONS & DETAILS
20" PIG LAUNCHER

SCALE: AS NOTED DWG. NO: 12499-1701-005 REV: B

Plotted by: N.HUCKINS Date: 6/4/2009 10:02 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\01_20in & 16in Trunk Lines\1701 Piping\12499-1701-005_BB.dwg



MARK	QTY	SIZE	LENGTH	DESCRIPTION
1	1	10"	22'-11 1/8"	PIPE, CS, STD (0.365") ASTM A-106/A53/A1615L GR. B, SMLS OR ERW, PE (COATED, 14-16 MIL, FBE)
2	1	20"	20'-6 5/16"	PIPE, CS, STD (0.375") ASTM A-106/A53/A1615L GR. B, SMLS OR ERW, PE (COATED, 14-16 MIL, FBE)
3	2	10"		ELL, 90° LR, BW, CS, STD (0.365") ASTM A-234, GR. WPB
4	1	20"		TEE, FULL, BW, CS, STD (0.375") ASTM A-234, GR. WPB
5	2	20"x10"		RED. CONC. BW, CS, STD (0.375") x STD (0.365"), ASTM A-234, GR. WPB



20" PIG LAUNCHER, SEE DWG 12499-1701-103 FOR CONTINUATION

10" HAYSTACK LATERAL PIG RECEIVER, SEE DWG 12499-1704-103 FOR CONTINUATION

10" CASCADE LATERAL PIG RECEIVER, SEE DWG 12499-1705-103 FOR CONTINUATION

TIE-IN PLAN

SCALE: 1/2"=1'-0"

ISSUED FOR APPROVAL
 JUNE 02 2009
 ForeRunner Corporation

GENERAL NOTES

NOTES:

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
12499-1701-103	SOUTHERN PIGGING FACILITY SITE PIPING PLAN
12499-1704-103	SOUTHERN PIGGING FACILITY SITE PIPING PLAN
12499-1705-103	SOUTHERN PIGGING FACILITY SITE PIPING PLAN

ENGINEERING RECORD

PROJ. ID # : 12499-A	PROJECT ENGINEER: GT
SURVEYED: FRC	SECTION: 23
DRAWN: NBH	TOWNSHIP: 6S RANGE: 97W
CHECKED:	COUNTY/STATE: GARFIELD/CO
APPROVED:	LINE/AREA:

REVISIONS

NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR APPROVAL	06/02/09 / NBH

EPCO, INC.

**P-13436 JACKRABBIT GATHERING SYSTEM
SOUTHERN PIGGING FACILITY
TIE-IN PIPING PLAN**

SCALE: 1/2"=1'-0"	DRAWING NUMBER	REV.
SHEET No. 12499-1701-017		A
CAD FILE: 12499-1701-017.dwg		

FORERUNNER



EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION

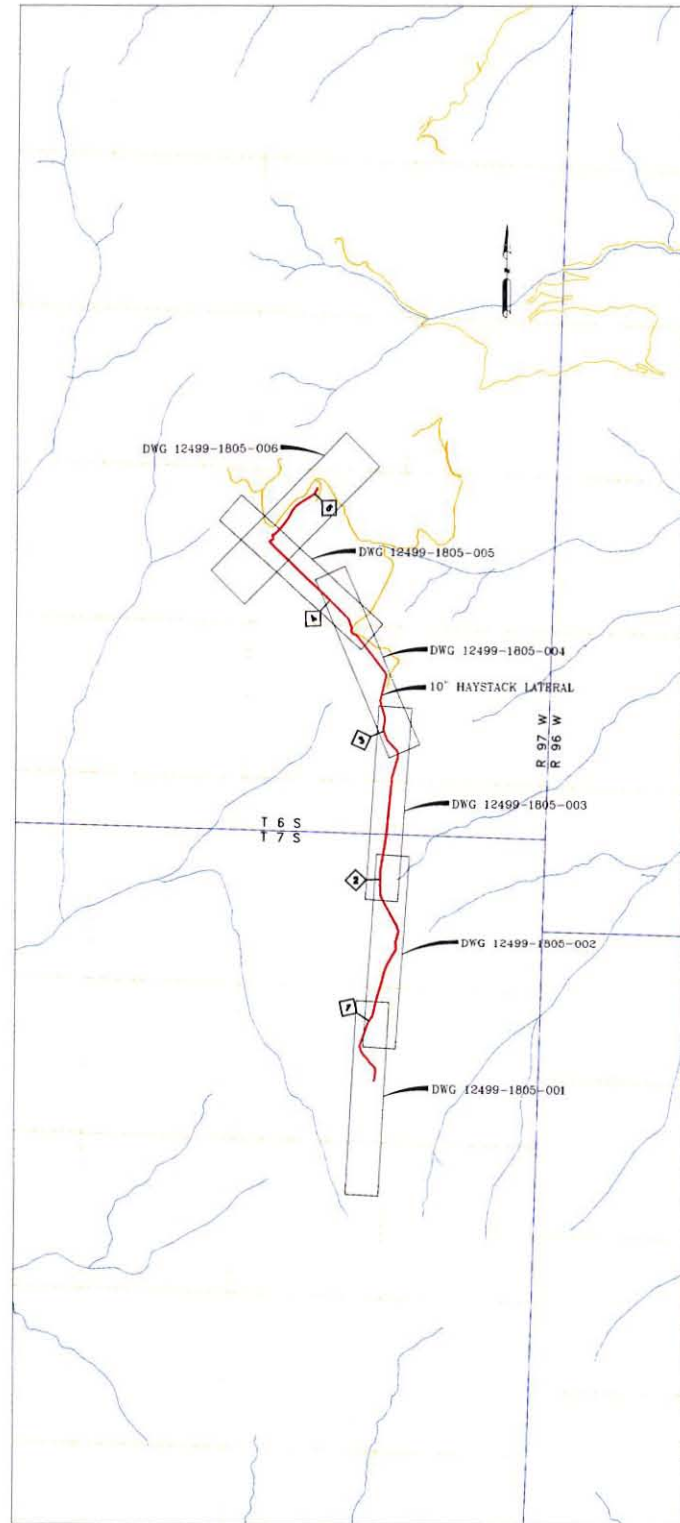
10" HAYSTACK LATERAL GARFIELD COUNTY, COLORADO

ISSUED FOR REVIEW
JUNE 1st, 2009

PROJECT AREA



LOCATION MAP



HAYSTACK LATERAL PIPELINE

ALIGNMENT DRAWINGS

DWG NO	REV NO	DRAWING TITLE
12499-1805-00A	P7	COVER SHEET
12499-1805-001	P6	10" HAYSTACK LATERAL LINE ALIGNMENT
12499-1805-002	P6	10" HAYSTACK LATERAL LINE ALIGNMENT
12499-1805-003	P6	10" HAYSTACK LATERAL LINE ALIGNMENT
12499-1805-004	P6	10" HAYSTACK LATERAL LINE ALIGNMENT
12499-1805-005	P6	10" HAYSTACK LATERAL LINE ALIGNMENT
12499-1805-006	P6	10" HAYSTACK LATERAL LINE ALIGNMENT

PIPING/SITE DRAWINGS

DWG NO	REV NO	DRAWING TITLE
12499-1705-001	0	10" PIG RECEIVER PIPING PLAN
12499-1705-002	0	10" PIG RECEIVER PIPING SECTIONS & DETAILS
12499-1705-003	0	10" PIG RECEIVER PIPING ISO
12499-1705-004	0	10" PIG LAUNCHER PIPING PLAN
12499-1705-005	0	10" PIG LAUNCHER PIPING SECTIONS & DETAILS
12499-1705-006	0	10" PIG LAUNCHER PIPING ISO
12499-1701-017	A	SOUTHERN PIGGING FACILITY TIE-IN PIPING PLAN
12499-1705-101	A	10" LAUNCHER SITE PLAN
12499-1705-103	B	SOUTHERN PIGGING FACILITY SITE PLAN

ISSUED FOR REVIEW
JUNE 1 2009
ForeRunner Corporation

GENERAL NOTES

- LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- COATING / PROTECTION: BURIED FABRICATION PIPING SHALL BE CLEANED AND COATED. ALL BURIED PIPING TO BE CATHODICALLY PROTECTED.
- ALL VALVES MUST HAVE APPROPRIATE LOCKING DEVICES.
- FIELD VERIFY PIPE GRADE AND WALL THICKNESS AT ALL TIE-IN LOCATIONS.
- INSTALL GUARD BARS IN TIE-INS.
- INSTALL TEST LEADS AT EVERY METALLIC FOREIGN LINE CROSSING.
- TEST LEADS IDENTIFIED ON ALIGNMENT SHEETS SHALL BE INSTALLED EVERY MILE.

THESE FACILITIES CONFORM TO ASME B31.8 CODES AND STANDARDS.

REFERENCE DRAWINGS

DRWG. NO.	DESCRIPTION	AFR#	DESCRIPTION	DATE
"SEE SHEET INDEX ON THIS DRAWING"		P-13436	JACKRABBIT GATHERING SYSTEM	1-2008

PROJECT NUMBERS

NO.	DESCRIPTION	DATE / BY
PS	ISSUED FOR REVIEW	5/15/09 RC
P6	ISSUED FOR REVIEW	5/20/09 RC
P7	ISSUED FOR REVIEW	6/01/09 RC

DESIGN DATA

500 PSIG - 10" NORTH LAT
LINE TYPE: NATURAL GAS
DESIGN LOAD
COMPRESSOR INLET PRESSURE
COMPRESSOR OUTLET PRESSURE
MAX CAP @ MIN PRESSURE
SERVICE TYPE

ENGINEERING RECORD

AFR# P-13436	SECTIONS: VARIES
DRAWN: PJC	TWN: 6-7-B RNG: 87-W
DRAFTING CHECK: C. EBEL	GARFIELD COUNTY, COLORADO
PROJECT ENGINEER APPROVAL:	LAT: LONG:
PROJECT MANAGER APPROVAL:	
ENGINEERING APPROVAL:	
CONSTRUCTION APPROVAL:	
METER / REG APPROVAL:	
RIGHT OF WAY APPROVAL:	
FIELD OPERATIONS APPROVAL:	
CORROSION APPROVAL:	
ENVIRONMENTAL APPROVAL:	
APPROVED FOR CONST:	

EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION
10" HAYSTACK LATERAL
COVER SHEET

SCALE: AS NOTED DRAWING NUMBER: 12499-1805-00A REV. P7
SHEET No. 1 OF 1

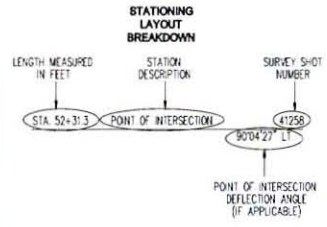
CAD FILE: 12499-1805-00A.dwg

PREPARED BY: **FORERUNNER CORPORATION**

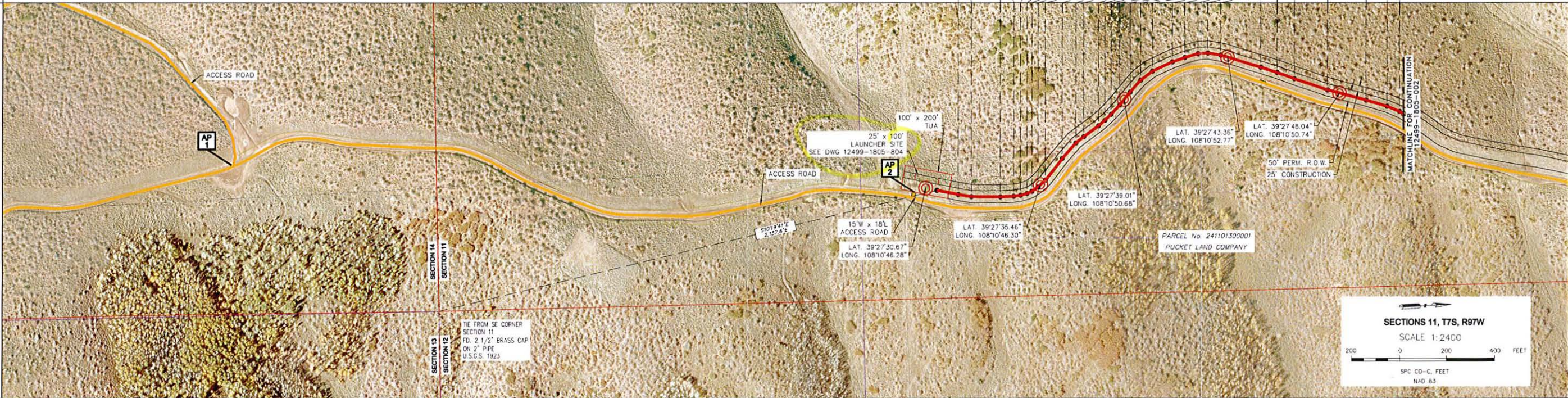
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OWNER

ALIGNMENT
HORIZONTAL DISTANCE



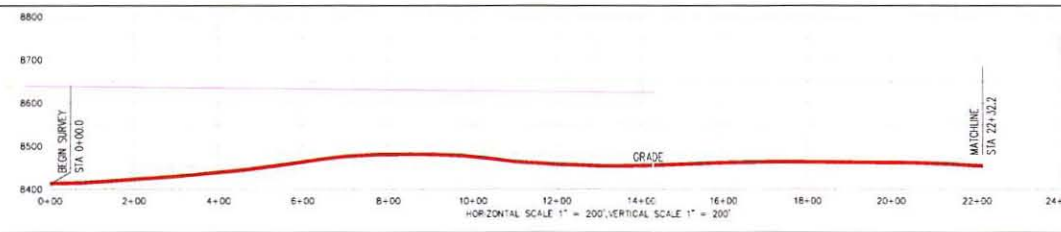
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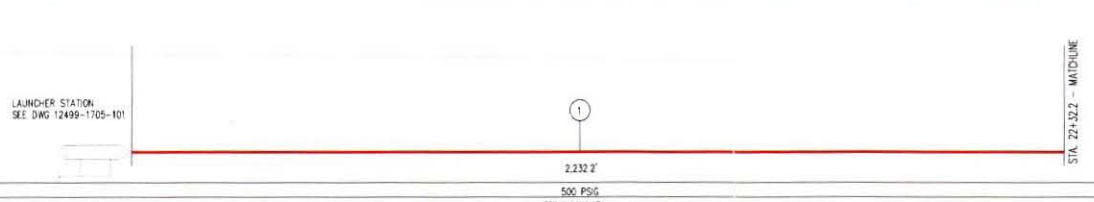
EASEMENT



PROFILE



PIPE DATA



ISSUED FOR REVIEW

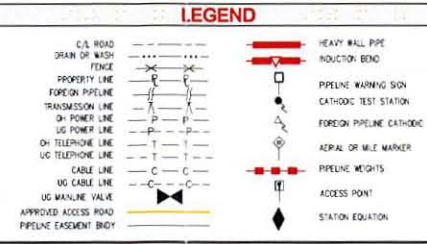
MAY 20 2009

ForeRunner Corporation

MAOP COATING CLASS LOCATION/DESIGN FACTOR

BILL OF MATERIALS		NOTES	
ITEM	PIPE DESCRIPTION	QUANTITY	ITEM
1	10.750" OD x 0.188" W.T. API 5L-X52, ERW, 14-16 MILS FBE	2,232.2	
TOTAL		2,232.2	

NOTES:



DWG. NO.	DESCRIPTION
12499-1805-002	10" HAYSTACK LATERAL ALIGNMENT
12499-1705-101	10" HAYSTACK LATERAL LAUNCHER SITE PLAN
12499-1805-804	PUCKETT EASEMENT EXHIBIT

REFERENCE DRAWINGS		PROJECT ENGINEER: R. TOWNSEND	
PROJ. ID # 12499-A	SECTION: 11	EPCO, INC.	
SURVEYED: FRC	TOWNSHIP: T7S	P-13436 JACKRABBIT	
DRAWN: 1/28/09 KB	RANGE: R97W	GATHERING SYSTEM EXTENSION	
CHECKED: CFE 4/8/09	COUNTY/STATE: GARFIELD CO., CO.	10" HAYSTACK LATERAL	
APPROVED: R. TOWNSEND	LINE/AREA:	STA. 0+00.0 TO 22+32.2	

REVISIONS	
NO.	DESCRIPTION
P1	ISSUED FOR REVIEW
P2	ISSUED FOR REVIEW
P3	ISSUED FOR REVIEW
P4	ISSUED FOR REVIEW
P5	ISSUED FOR REVIEW
P6	ISSUED FOR REVIEW

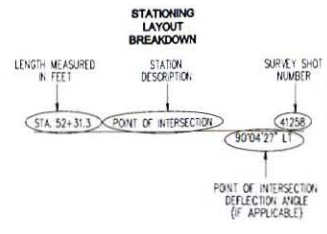
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PARCEL No. 241101300001
 PUCKET LAND COMPANY
 5460 S OUEBEC ST STE 250, GREENWOOD V.G. CO. 80111-1917
 5,280.0 FT. / 320.0 RODS

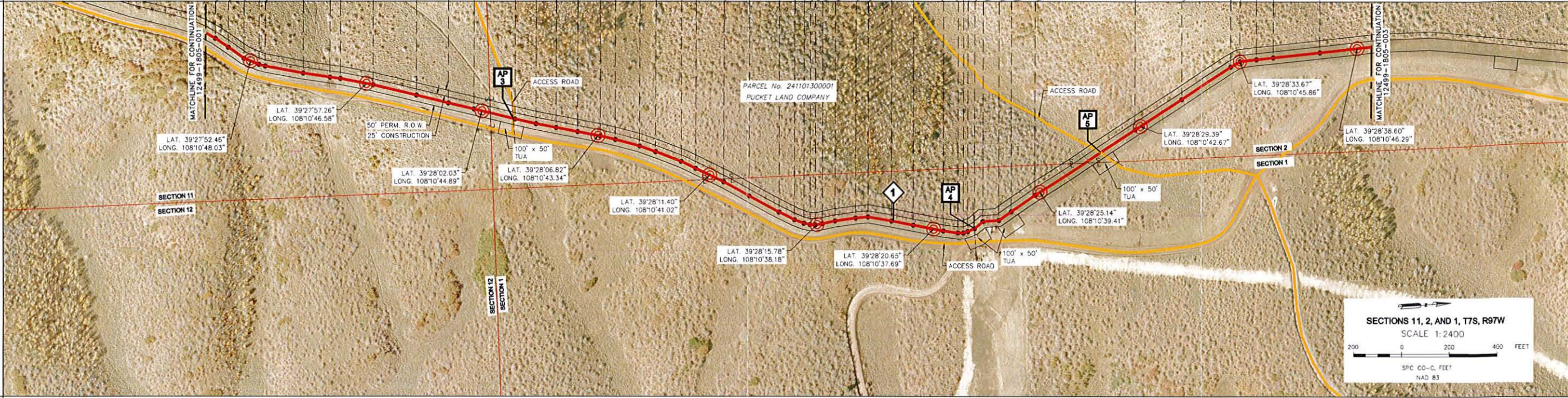
OWNER

ALIGNMENT HORIZONTAL DISTANCE

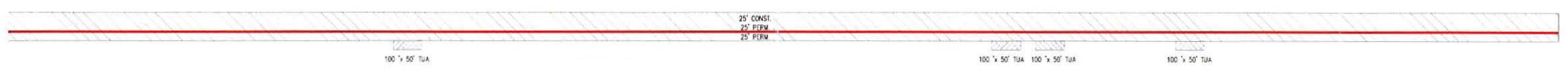
STA. 22+32.2	MATCHLINE	9000
STA. 22+32.3	POINT OF INTERSECTION	335
STA. 23+42.4	POINT OF INTERSECTION	0513.51' RT
STA. 24+23.3	POINT OF INTERSECTION	0046.13' RT
STA. 24+40.2	POINT OF INTERSECTION	1209.25' LT
STA. 25+17.5	POINT OF INTERSECTION	0736.21' LT
STA. 25+17.5	POINT OF INTERSECTION	0493.06' LT
STA. 26+80.3	POINT OF INTERSECTION	541
STA. 26+80.3	POINT OF INTERSECTION	0756.35' LT
STA. 27+05.7	POINT OF INTERSECTION	342
STA. 28+40.5	POINT OF INTERSECTION	0727.27' LT
STA. 28+40.5	POINT OF INTERSECTION	0346.23' RT
STA. 29+80.9	POINT OF INTERSECTION	345
STA. 29+80.9	POINT OF INTERSECTION	0730.17' RT
STA. 31+67.1	POINT OF INTERSECTION	346
STA. 33+07.1	POINT OF INTERSECTION	0025.17' RT
STA. 34+17.4	POINT OF INTERSECTION	347
STA. 34+17.4	POINT OF INTERSECTION	0027.11' LT
STA. 34+17.4	POINT OF INTERSECTION	0020.07' RT
STA. 34+87.6	SECTION LINE	9006
STA. 35+87.6	ACCESS POINT #3	9028
STA. 35+94.8	POINT OF INTERSECTION	350
STA. 36+48.1	POINT OF INTERSECTION	0025.77' LT
STA. 36+48.1	POINT OF INTERSECTION	0294.20' LT
STA. 37+25.5	POINT OF INTERSECTION	352
STA. 37+25.5	POINT OF INTERSECTION	0014.07' RT
STA. 38+64.5	POINT OF INTERSECTION	353
STA. 38+64.5	POINT OF INTERSECTION	0020.05' LT
STA. 39+61.3	POINT OF INTERSECTION	354
STA. 40+27.4	POINT OF INTERSECTION	0146.39' RT
STA. 40+27.4	POINT OF INTERSECTION	0225.09' RT
STA. 41+42.8	POINT OF INTERSECTION	357
STA. 42+00.0	POINT OF INTERSECTION	0335.59' RT
STA. 42+00.0	POINT OF INTERSECTION	0126.11' RT
STA. 43+20.1	POINT OF INTERSECTION	359
STA. 43+87.7	POINT OF INTERSECTION	0515.06' RT
STA. 43+87.7	POINT OF INTERSECTION	0027.40' RT
STA. 44+91.0	SECTION LINE	9007
STA. 45+17.4	POINT OF INTERSECTION	361
STA. 46+40.1	POINT OF INTERSECTION	0025.27' LT
STA. 47+63.5	POINT OF INTERSECTION	364
STA. 48+55.3	POINT OF INTERSECTION	0128.51' LT
STA. 48+55.3	POINT OF INTERSECTION	0816.54' RT
STA. 49+22.9	POINT OF INTERSECTION	368
STA. 49+22.9	POINT OF INTERSECTION	0711.22' LT
STA. 49+44.9	POINT OF INTERSECTION	369
STA. 49+44.9	POINT OF INTERSECTION	0936.54' LT
STA. 49+75.4	POINT OF INTERSECTION	370
STA. 50+29.5	POINT OF INTERSECTION	0247.53' LT
STA. 51+17.4	POINT OF INTERSECTION	372
STA. 51+70.0	POINT OF INTERSECTION	0249.47' RT
STA. 52+71.4	POINT OF INTERSECTION	1428.58' RT
STA. 52+80.0	MILE MARKER 1	375
STA. 53+64.6	POINT OF INTERSECTION	0124.07' RT
STA. 54+03.5	POINT OF INTERSECTION	0011.14' RT
STA. 54+56.4	POINT OF INTERSECTION	0318.03' LT
STA. 54+79.1	POINT OF INTERSECTION	0837.30' LT
STA. 55+97.9	POINT OF INTERSECTION	1528.02' LT
STA. 56+29.6	POINT OF INTERSECTION	0520.26' LT
STA. 56+29.6	ACCESS POINT #4, 25' OFFSET RIGHT	380
STA. 56+76.5	POINT OF INTERSECTION	382
STA. 57+43.2	POINT OF INTERSECTION	2670.74' RT
STA. 57+43.2	NATURAL GROUND	3103.41' LT
STA. 58+07.9	POINT OF INTERSECTION	384
STA. 58+07.9	POINT OF INTERSECTION	0029.14' RT
STA. 59+27.9	POINT OF INTERSECTION	0126.07' RT
STA. 61+71.0	NATURAL GROUND	386
STA. 61+71.0	SECTION LINE	9008
STA. 62+54.2	ACCESS POINT #5	9009
STA. 64+26.3	POINT OF INTERSECTION	388
STA. 64+26.3	POINT OF INTERSECTION	0020.19' RT
STA. 64+26.3	POINT OF INTERSECTION	0026.51' RT
STA. 66+47.8	MISC. ON LINE SHOT	9017
STA. 66+57.1	POINT OF INTERSECTION	0036.07' RT
STA. 69+06.3	POINT OF INTERSECTION	393
STA. 69+52.4	POINT OF INTERSECTION	0326.07' RT
STA. 70+24.6	POINT OF INTERSECTION	2213.37' RT
STA. 70+24.6	POINT OF INTERSECTION	0020.19' RT
STA. 70+24.6	POINT OF INTERSECTION	0026.51' RT
STA. 72+04.4	POINT OF INTERSECTION	399
STA. 72+04.4	POINT OF INTERSECTION	0027.04' LT
STA. 75+12.2	MATCHLINE	9001



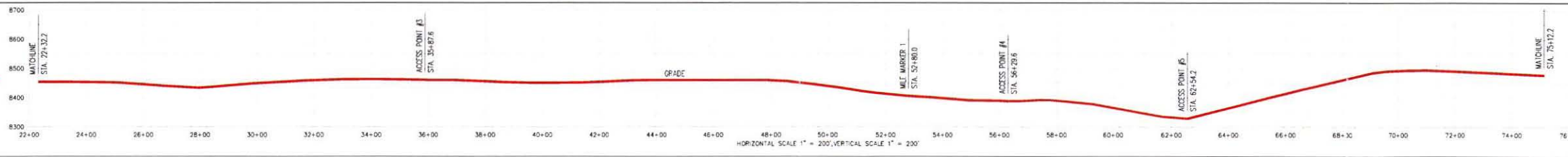
PLAN



EASEMENT



PROFILE



PIPE DATA



ISSUED FOR REVIEW
 MAY 20 2009
 ForeRunner Corporation

ITEM	PIPE DESCRIPTION	QUANTITY	ITEM	PIPE DESCRIPTION	QUANTITY
1	10.75" OD x 0.188" WT, API 5L-X52, ERW, 14-16 MILS FBE	5,250.0'			
15	INDUCTION BEND, 15'-10.75" OD x 0.250" WT, API 5L-332, ERW, 14-16 MILS FBE	1 EA			
20	INDUCTION BEND, 20'-10.75" OD x 0.250" WT, API 5L-332, ERW, 14-16 MILS FBE	2 EA			
30	INDUCTION BEND, 30'-10.75" OD x 0.250" WT, API 5L-332, ERW, 14-16 MILS FBE	1 EA			
35	INDUCTION BEND, 35'-10.75" OD x 0.250" WT, API 5L-332, ERW, 14-16 MILS FBE	1 EA			
TOTAL		5,260.0'			

LEGEND	DESCRIPTION
	C/A ROAD
	DRAIN OR WASH PIPE
	PROPERTY LINE
	FOREIGN PIPELINE
	TRANSMISSION LINE
	OH POWER LINE
	UG POWER LINE
	OH TELEPHONE LINE
	UG TELEPHONE LINE
	CABLE LINE
	UG CABLE LINE
	UG MAINLINE VALVE
	APPROVED ACCESS ROAD
	PIPELINE EASEMENT BNDY
	HEAVY WALL PIPE
	REDUCTION BEND
	PIPELINE WARNING SIGN
	CATHODIC TEST STATION
	FOREIGN PIPELINE CATHODIC
	KERNAL OR MILE MARKER
	PIPELINE WEIGHTS
	ACCESS POINT
	STATION EQUATION

DWG. NO.	DESCRIPTION
12499-1805-001	10" HAYSTACK LATERAL ALIGNMENT
12499-1805-003	10" HAYSTACK LATERAL ALIGNMENT
12499-1805-004	PUCKET LAND CO. EASEMENT EXHIBIT

NO.	DESCRIPTION	DATE / BY
P1	ISSUED FOR REVIEW	1/28/09 KB
P2	ISSUED FOR REVIEW	3/13/09 MP
P3	ISSUED FOR REVIEW	3/30/09 PJD
P4	ISSUED FOR REVIEW	4/13/09 KB
P5	ISSUED FOR REVIEW	5/15/09 RC
P6	ISSUED FOR REVIEW	5/20/09 RC

PROJECT ENGINEER: R. TOWNSEND
 SECTION: 11, 1 AND 2
 TOWNSHIP: T7S RANGE: R97W
 COUNTY/STATE: GARFIELD CO., CO.
 LINE/AREA:

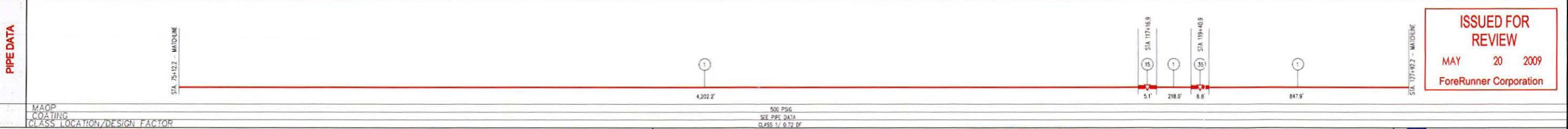
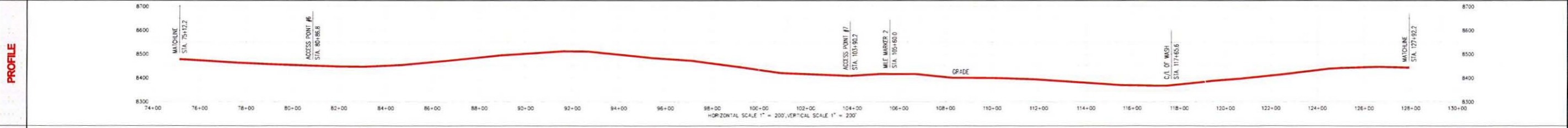
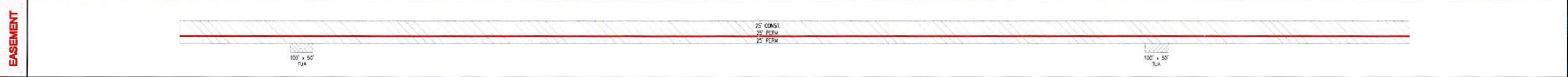
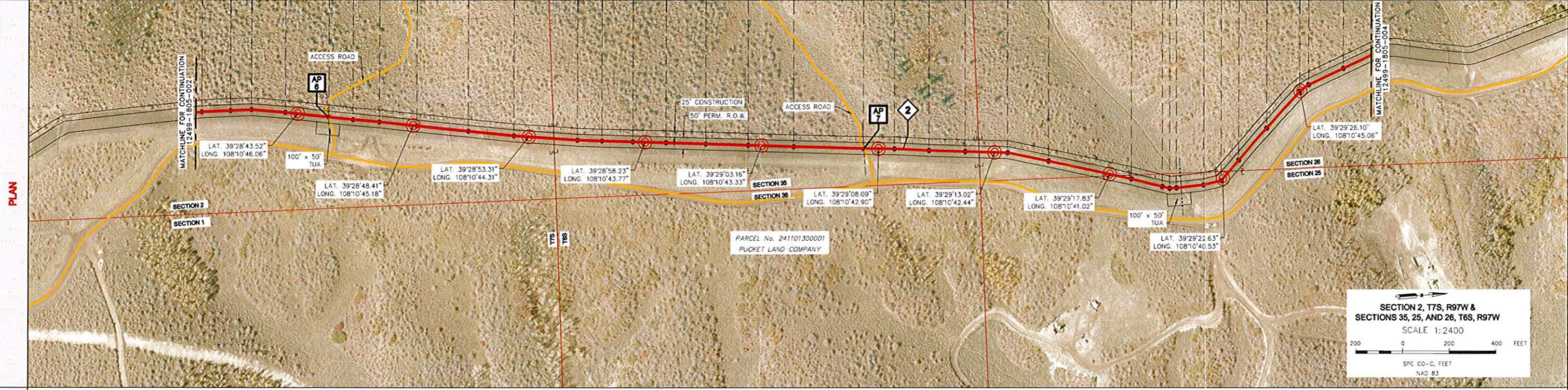
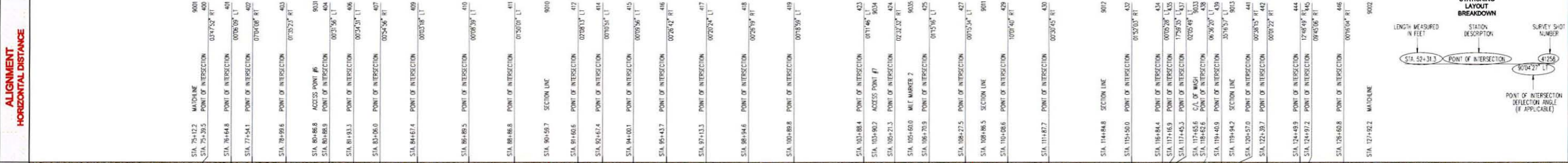
EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION 10" HAYSTACK LATERAL STA. 22+32.2 TO 75+12.2

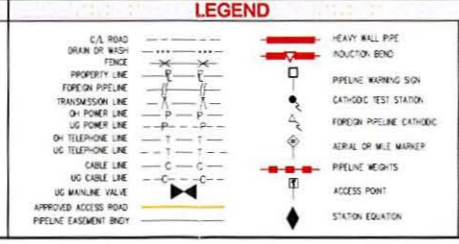
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 SHEET No. 2 OF 6
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 PREPARED BY: FORERUNNER

Printed By: D:\CPT Date: 6/7/2009 10:31 AM Drawing: S:\Project Files\EPCO\12499-A_Marathon_20_LP_P-13436 Drawings\05_10m Insp\stack Latera\1805 Mapping\egment_Sheets\12499-1805-002.dwg

OWNER: STA 75+12.2
 ALIGNMENT HORIZONTAL DISTANCE: 9000
 MATCHLINE STA 75+12.2
 POINT OF INTERSECTION STA 75+39.5
 POINT OF INTERSECTION STA 76+44.8
 POINT OF INTERSECTION STA 77+54.1
 POINT OF INTERSECTION STA 78+59.6
 POINT OF INTERSECTION STA 79+52.4 RT
 ACCESS POINT # STA 80+86.8
 POINT OF INTERSECTION STA 80+86.9
 POINT OF INTERSECTION STA 81+93.3
 POINT OF INTERSECTION STA 83+86.0
 POINT OF INTERSECTION STA 85+56 RT
 POINT OF INTERSECTION STA 84+67.4
 POINT OF INTERSECTION STA 86+86.5
 POINT OF INTERSECTION STA 88+46.6
 POINT OF INTERSECTION STA 89+59.7
 SECTION LINE
 POINT OF INTERSECTION STA 91+66.6
 POINT OF INTERSECTION STA 92+67.4
 POINT OF INTERSECTION STA 94+00.1
 POINT OF INTERSECTION STA 95+43.7
 POINT OF INTERSECTION STA 97+13.3
 POINT OF INTERSECTION STA 98+34.6
 POINT OF INTERSECTION STA 100+88.8
 POINT OF INTERSECTION STA 102+92.4 RT
 POINT OF INTERSECTION STA 103+88.4
 POINT OF INTERSECTION STA 103+90.2
 POINT OF INTERSECTION STA 105+21.3
 POINT OF INTERSECTION STA 105+60.0
 M.I.F. MARKER 2 STA 106+70.9
 POINT OF INTERSECTION STA 108+27.5
 POINT OF INTERSECTION STA 108+86.5
 SECTION LINE
 POINT OF INTERSECTION STA 110+08.6
 POINT OF INTERSECTION STA 111+87.7
 POINT OF INTERSECTION STA 114+84.6
 SECTION LINE
 POINT OF INTERSECTION STA 115+50.0
 POINT OF INTERSECTION STA 116+84.4
 POINT OF INTERSECTION STA 117+16.9
 POINT OF INTERSECTION STA 117+45.3
 POINT OF INTERSECTION STA 117+65.6
 C/L OF WASH STA 118+65.6
 POINT OF INTERSECTION STA 119+40.9
 POINT OF INTERSECTION STA 119+94.2
 SECTION LINE
 POINT OF INTERSECTION STA 120+57.0
 POINT OF INTERSECTION STA 122+39.7
 POINT OF INTERSECTION STA 124+49.9
 POINT OF INTERSECTION STA 124+97.2
 POINT OF INTERSECTION STA 126+60.8
 POINT OF INTERSECTION STA 127+92.2
 MATCHLINE STA 127+92.2



BILL OF MATERIALS		NOTES	
ITEM	PIPE DESCRIPTION	QUANTITY	ITEM
1	10.750" OD x 0.188" W.T. API 6L-X52, ERW, 14-16 MILS FBE	5,268.1'	
15	INDUCTION BEND, 15'-10.750" OD x 0.250" W.T., API 6L-X52, ERW, 14-16 MILS FBE	1 EA.	
35	INDUCTION BEND, 35'-10.750" OD x 0.250" W.T., API 6L-X52, ERW, 14-16 MILS FBE	1 EA.	
TOTAL		5,280.0'	



DWG. NO.	DESCRIPTION
12499-1805-002	10" HAYSTACK LATERAL ALIGNMENT
12499-1805-004	10" HAYSTACK LATERAL ALIGNMENT
12499-1805-804	PUCKETT LAND CO. EASEMENT EXHIBIT

REVISIONS	
NO.	DESCRIPTION
P1	ISSUED FOR REVIEW
P2	ISSUED FOR REVIEW
P3	ISSUED FOR REVIEW
P4	ISSUED FOR REVIEW
P5	ISSUED FOR REVIEW
P6	ISSUED FOR REVIEW

EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION 10" HAYSTACK LATERAL STA. 75+12.2 TO 127+92.2

PROJECT ENGINEER: R. TOWNSEND
 SECTION: 2, 35, 25, AND 26
 TOWNSHIP: T7S & T6S RANGE: R97W
 COUNTY/STATE: GARFIELD CO., CO.

SCALE: AS NOTED
 DRAWING NUMBER: 12499-1805-003
 SHEET NO. 3 OF 6
 CAD FILE: 12499-1805-003.DWG

FORERUNNER

Printed by: J.C.L.F. Date: 6/7/2009 10:38 AM Drawing: S:\Project Files\Drawings\05-Don Haystack Lettera\1805 Mapping\Alignment_Sheets\12499-1805-003.dwg

OWNER

ALIGNMENT HORIZONTAL DISTANCE

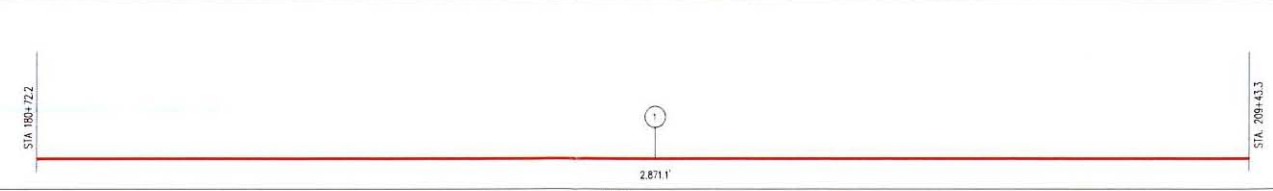
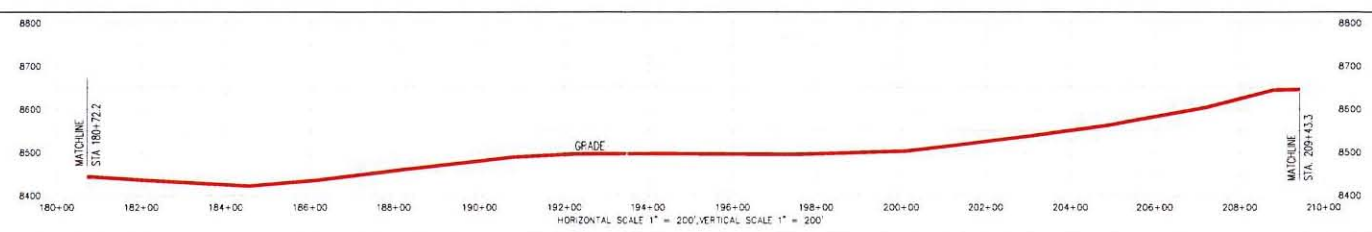
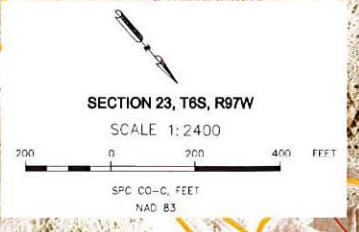
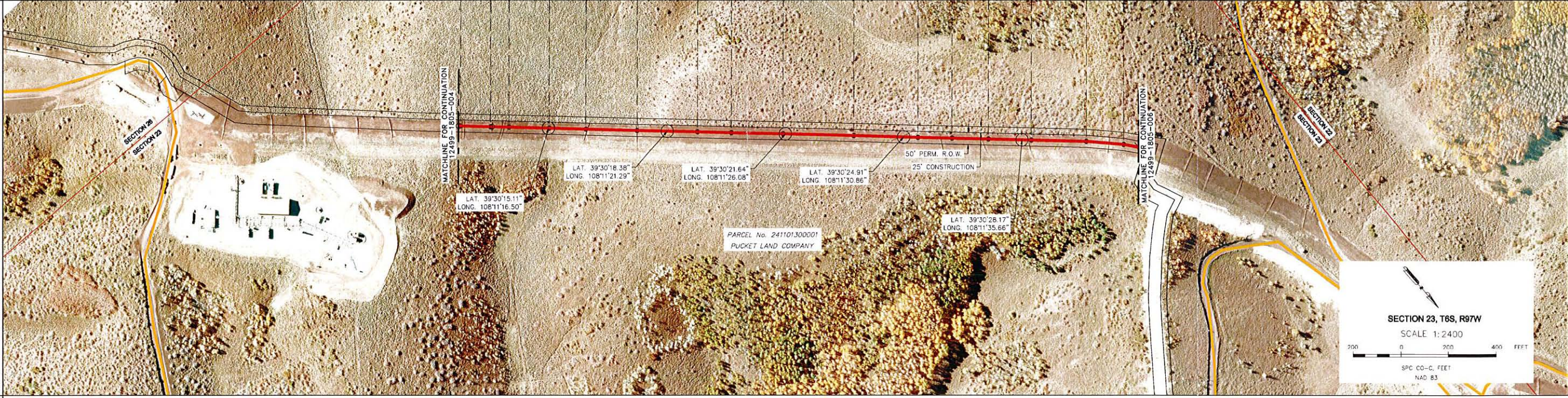
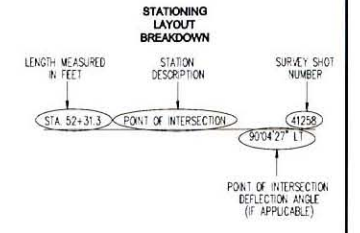
PLAN

EASEMENT

PROFILE

PIPE DATA

STA. 180+72.2	MATCHLINE	9003	513
STA. 180+81.2	POINT OF INTERSECTION	0070'00" RT	
STA. 182+08.7	POINT OF INTERSECTION	0071'44" LT	515
STA. 182+86.7	POINT OF INTERSECTION	0070'53" RT	516
STA. 184+55.3	POINT OF INTERSECTION	0070'53" RT	518
STA. 186+111	POINT OF INTERSECTION	0070'45" RT	520
STA. 188+271	POINT OF INTERSECTION	0070'74" LT	521
STA. 190+79.5	POINT OF INTERSECTION	0070'82" RT	522
STA. 192+24.3	POINT OF INTERSECTION	0070'56" LT	524
STA. 194+42.2	POINT OF INTERSECTION	0071'57" RT	525
STA. 197+43.5	POINT OF INTERSECTION	0070'30" RT	526
STA. 200+11.4	POINT OF INTERSECTION	0072'30" LT	528
STA. 201+51.1	POINT OF INTERSECTION	0074'20" RT	530
STA. 203+06.6	POINT OF INTERSECTION	0070'37" LT	531
STA. 204+92.2	POINT OF INTERSECTION	0070'35" LT	532
STA. 207+20.3	POINT OF INTERSECTION	0376'50" RT	534
STA. 208+79.7	POINT OF INTERSECTION	0577'07" RT	535
STA. 209+43.3	MATCHLINE	536	



ISSUED FOR REVIEW

MAY 20 2009

ForeRunner Corporation

MAOP
COATING
CLASS LOCATION/DESIGN FACTOR

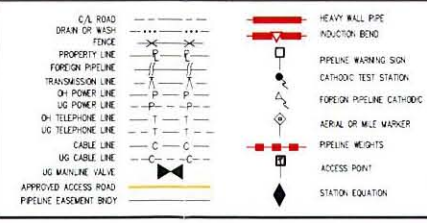
BILL OF MATERIALS

ITEM	PIPE DESCRIPTION	QUANTITY	ITEM	PIPE DESCRIPTION	QUANTITY
1	10.750" OD x 0.188" W.T. API 5L-X52, ERW, 14-16 MILS FBE	2,871.1'			
		TOTAL			2,871.1'

NOTES

NOTES:

LEGEND



REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
12499-1805-004	10" HAYSTACK LATERAL ALIGNMENT
12499-1805-008	10" HAYSTACK LATERAL ALIGNMENT
12499-1805-803	PUCKETT EASEMENT EXHIBIT
12499-1805-804	PUCKETT EASEMENT EXHIBIT

PROJ. ID # : 12499-A	PROJECT ENGINEER: R. TOWNSEND
SURVEYED: FRC	SECTION: 23
DRAWN: KB 1/28/09	TOWNSHIP: T6S RANGE: R97W
CHECKED: CFE 4/7/09	COUNTY/STATE: GARFIELD CO., CO.
APPROVED: R. TOWNSEND	LINE/AREA:

REVISIONS

NO.	DESCRIPTION	DATE / BY
P1	ISSUED FOR REVIEW	1/28/09 KB
P2	ISSUED FOR REVIEW	3/13/09 MP
P3	ISSUED FOR REVIEW	3/30/09 PJD
P4	ISSUED FOR REVIEW	4/13/09 KB
P5	ISSUED FOR REVIEW	5/15/09 RC
P6	ISSUED FOR REVIEW	5/20/09 RS

EPCO, INC.

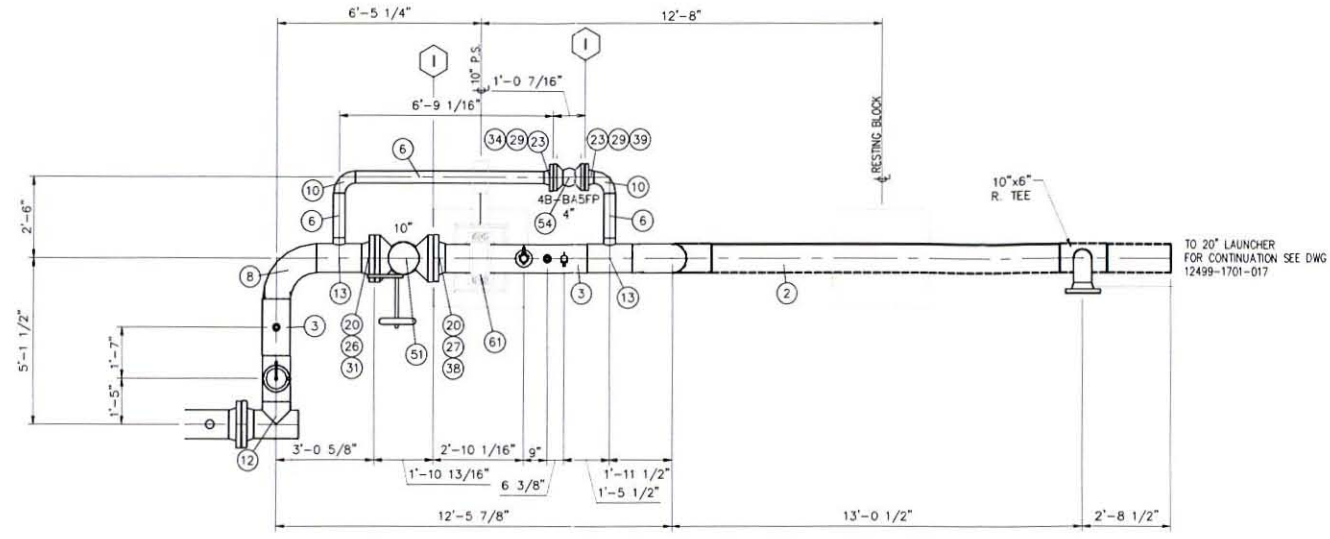
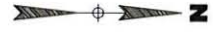
P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION 10" HAYSTACK LATERAL STA. 180+72.2 TO 209+43.3

SCALE: AS NOTED DRAWING NUMBER: 12499-1805-005 REV. SHEET No. 5 OF 8

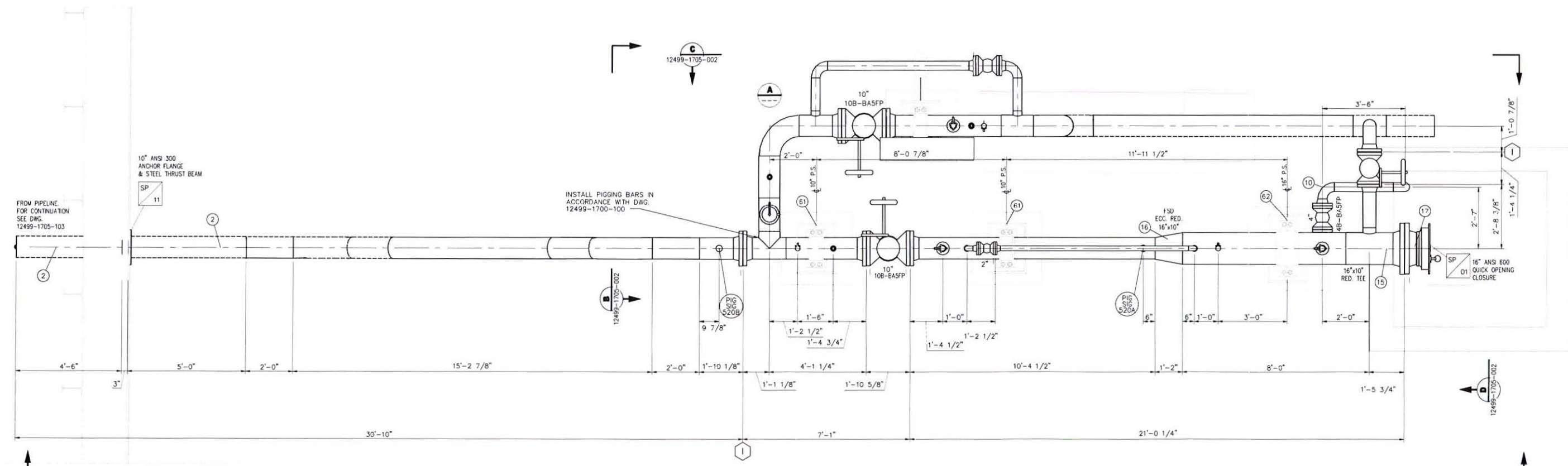
CAD FILE: 12499-1805-005.DWG

PREPARED BY: **FORERUNNER CORPORATION**

Plotted by: D. CLINT Date: 07/2/2009 10:30 AM Drawing: S:\Project Files\12499-A_Marathon_20_18_P-13436 Drawings\03_10m Haystack Lateral\1805 Mapping\Alignment_SheetA\12499-1805-005.dwg



DETAIL
SCALE: 3/8" = 1'-0"



PLAN
SCALE: 1/2" = 1'-0"

ISSUED FOR CONSTRUCTION
MAY 29 2009
ForeRunner Corporation

NOTES:

1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE
12499-1705-003	10" PIG RECEIVER 3D ISOMETRIC & BOM				
12499-1701-017	SOUTHERN PIGGING FACILITY TIE-IN PIPING PLAN				
12499-1705-103	SOUTHERN PIGGING FACILITY SITE PLAN				
12499-1700-100	PIPING DETAIL - BARRED PIGGING TEE				
12499-1705-002	10" PIG RECEIVER PIPING SECTIONS & DETAILS	0	ISSUED FOR CONSTRUCTION	S.B.	05/29/09

ENGINEERING RECORD	
DATE	BY
05/29/09	S.B.
05/29/09	GPT
05/29/09	GPT
05/29/09	GPT
05/29/09	GPT
05/29/09	GPT
05/29/09	GPT
05/29/09	GPT

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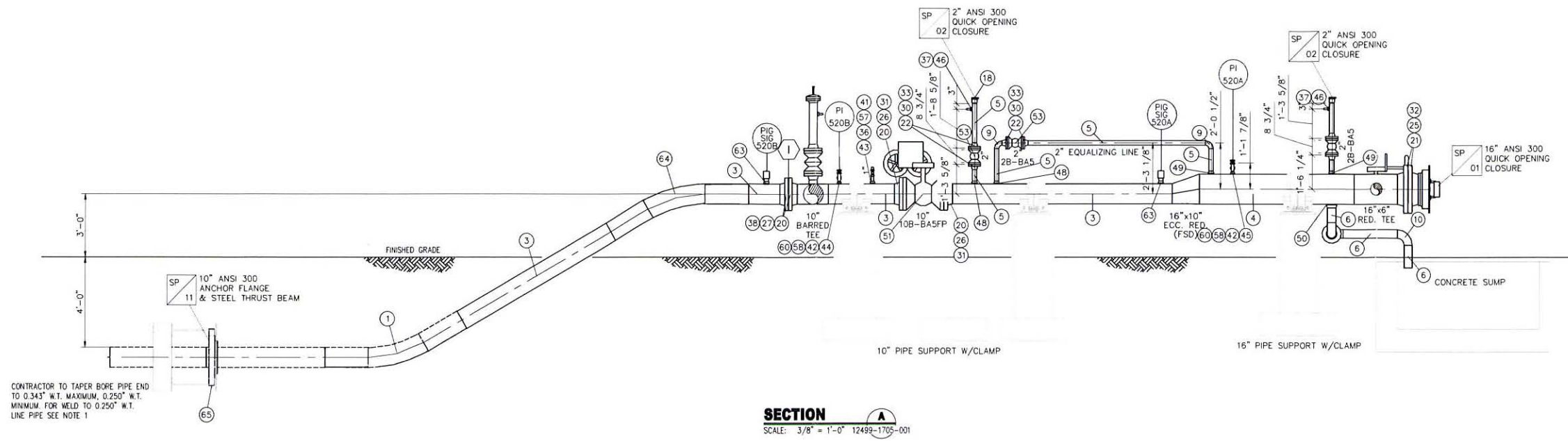
FORERUNNER CORPORATION
8800 S. WASHINGTON BLVD. # 800
LITTLETON, CO 80120
303-948-0222

EPCO, INC.

**P-13436 JACKRABBIT GATHERING SYSTEM
HAYSTACK LATERAL
10" PIG RECEIVER
PIPING PLAN**

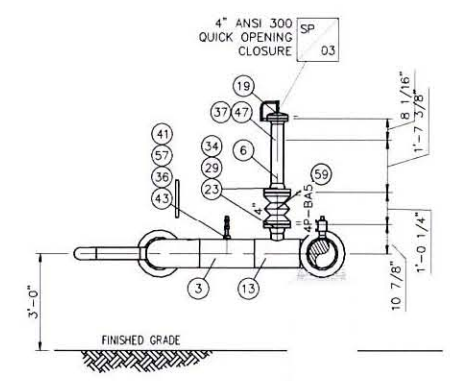
SCALE	DWG. NO.	CITY/COUNTY, STATE	DWG. NO.	REV.
AS NOTED	12499-A	GARFIELD CO., CO	12499-1705-001	0

Plotted by: N.HUCKINS Date: 6/4/2009 10:13 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\05_10m Haystack Lateral\1705 Piping\12499-1705-001 10m PIG RECEIVER PIPING PLAN.dwg

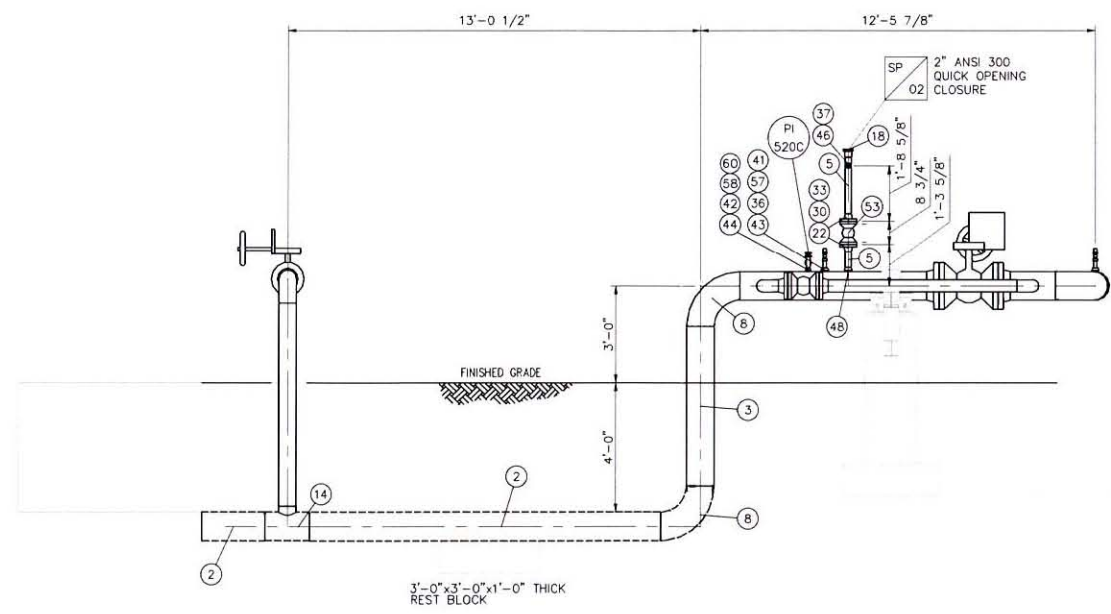


CONTRACTOR TO TAPER BORE PIPE END TO 0.343" W.T. MAXIMUM, 0.250" W.T. MINIMUM. FOR WELD TO 0.250" W.T. LINE PIPE SEE NOTE 1

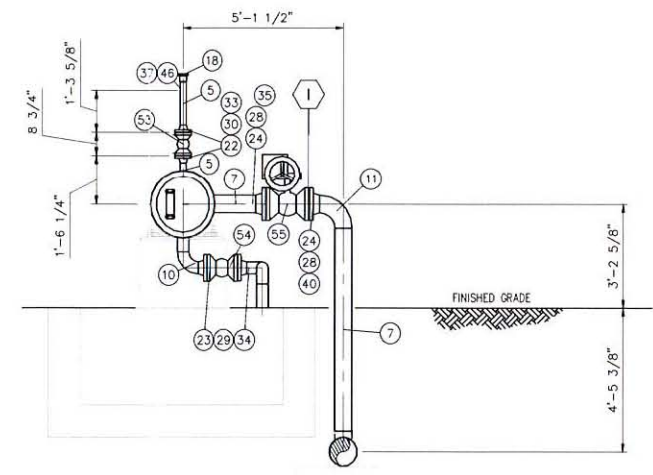
SECTION A
SCALE: 3/8" = 1'-0" 12499-1705-001



SECTION B
SCALE: 3/8" = 1'-0" 12499-1705-001



SECTION C
SCALE: 3/8" = 1'-0" 12499-1705-001



SECTION D
SCALE: 3/8" = 1'-0" 12499-1705-001

NOTES:
1. TAPER BORE SHALL BE IN ACCORDANCE WITH ASME B31.8, APPENDIX I, PARAGRAPH 11.2(B)(2) AND SKETCH(B) OF FIGURE I5. WELDING SHALL BE IN ACCORDANCE WITH PARAGRAPH 11.1(C).

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
12499-1705-003	10" PIG RECEIVER 3D ISOMETRIC & BOM			DRAWN	SJB 05/29/09
12499-1705-001	10" PIG RECEIVER PIPING PLAN	0	ISSUED FOR CONSTRUCTION	CHECKED	
DWG. NO.	TITLE	REV.	DESCRIPTION	PROJECT MGMT.	
				PROCESS	
				MECHANICAL	GPT 05/29/09
				PIPING	
				STRUCTURAL	
				ELECTRICAL	
				I & C	

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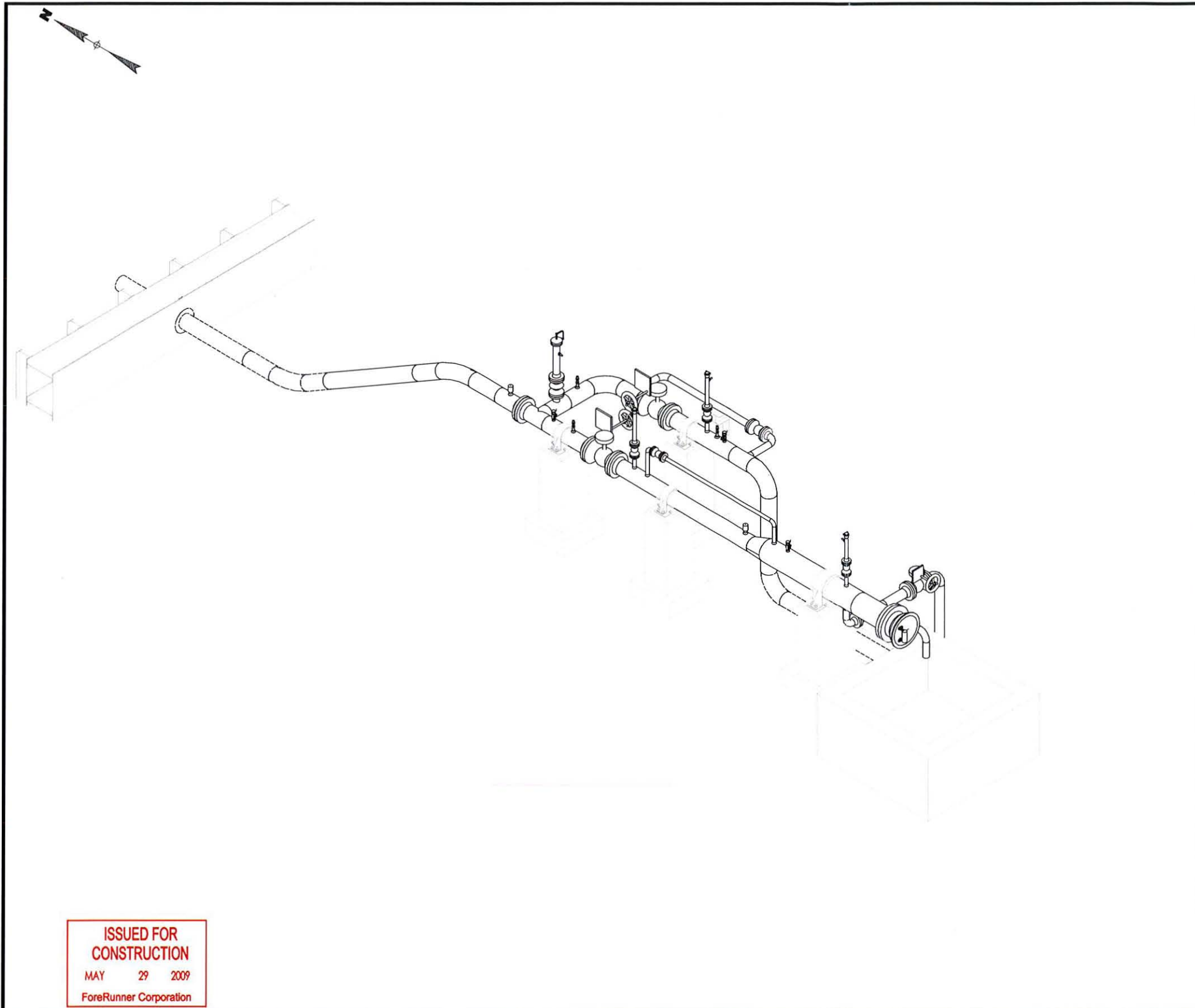
FORERUNNER
2900 S. WASHINGTON BLVD. # 800
LAKESIDE, CO 80428
303-948-0282

EPCO, INC.
ENTERPRISE

**P-13436 JACKRABBIT GATHERING SYSTEM
HAYSTACK LATERAL
10" PIG RECEIVER
SECTIONS & DETAILS**

SCALE: AS NOTED
PROJ. NO.: 12499-A
CITY/COUNTY, STATE: GARFIELD CO., CO.
DWG. NO.: 12499-1705-002
REV: 0

ISSUED FOR CONSTRUCTION
MAY 29 2009
ForeRunner Corporation



MARK	QTY	SIZE	DESCRIPTION	LENGTH
1	1	10"	INDUCTION BEND, 30 DEG, CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE (COATED, 14-16 MILS. FBE) (2'-0" TANGENTS)	26'-5 11/16"
2	1	10"	PIPE, CS, SMLS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, GR. B, SMLS OR ERW, COATED, 14-16 MIL, FBE	18'-1 1/8"
3	1	10"	PIPE, CS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PEB	40'-10 5/8"
4	1	16"	PIPE, CS, STD (0.375"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PEB	7'-0"
5	1	2"	PIPE, CS, XH (0.218"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	16'-8 5/8"
6	1	4"	PIPE, CS, STD (0.237"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	14'-8 7/16"
7	1	6"	PIPE, CS, STD (0.280"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PE	7'-6 3/8"
8	3	10"	ELL, 90° LR, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
9	2	2"	ELL, 90° LR, BW, CS, XH (0.218"), ASTM A-234, GR. WPB	
10	5	4"	ELL, 90° LR, BW, CS, STD (0.237"), ASTM A-234, GR. WPB	
11	1	6"	ELL, 90° LR, BW, CS, STD (0.280"), ASTM A-234, GR. WPB	
12	1	10"	TEE, FULL, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
13	3	10"x4"	TEE, RED, BW, CS, STD (0.365") x STD (0.237"), ASTM A-234, GR. WPB	
14	1	10"x6"	TEE, RED, BW, CS, STD (0.365") x STD (0.280"), ASTM A-234, GR. WPB	
15	1	16"x6"	TEE, RED, BW, CS, STD (0.375") x STD (0.280"), ASTM A-234, GR. WPB	
16	1	16"x10"	TEE, RED, BW, CS, STD (0.375") x STD (0.365"), ASTM A-234, GR. WPB	
17	1	16"	CLOSURE, HINGED, TDW, D2000, #19-3716-0600-52, (SP-01)	
18	3	2"	CLOSURE, CAP, YALE-#500V, BW, FS TWT XH W.T. GR. B PIPE, (SP-02)	
19	1	4"	CLOSURE, YALE, #500V, BW, ANSI 300, TWT STD WT GR. B PIPE (SP-03)	
20	6	10"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
21	2	16"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
22	8	2"	FLANGE, ANSI 300, RFWN, FS, XH BORE, ASTM A-105, B16.5	
23	6	4"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
24	2	6"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
25	1	1 1/4"	(20) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7 3/4"
26	3	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	6 1/2"
27	2	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7"
28	2	3/4"	(12) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	5-1/4"
29	6	3/4"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	4 3/4"
30	8	5/8"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	3 3/4"
31	3	10"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
32	1	16"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
33	8	2"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
34	5	4"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
35	1	6"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
36	3	1"	NIPPLE, CS, 160 (0.179"), ASTM A-106/A53 GR. B, SMLS TBE	4"
37	4	1/2"	PLEECO BLEED 1/2" NPT SS	3"
38	2	10"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
39	1	4"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
40	1	6"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
41	3	1"	PLUG, HEX SOLID, FS, THRD, ASTM A-105, CLASS 3000	
42	3	1/2"	PLUG, HEX SOLID, THRD, 316 SS, CLASS 3000	
43	3	10"x1"	THREDOLET, FS, ASTM A-105, CLASS 3000	
44	2	10"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
45	1	16"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
46	3	2"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
47	1	4"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
48	3	10"x2"	MELDOLET, RUN STD (0.365") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. B31.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
49	2	16"x2"	MELDOLET, RUN STD (0.375") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. B31.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
50	1	16"x4"	MELDOLET, RUN STD (0.375") GR. B x BW BRANCH STD (0.237") GR. B, DESIGN PER ASME B31.8 PARA. B31.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
51	2	10"	VALVE, BALL, ANS 300 RF, FULL PORT, TRUNNION, w/ WGO, API 6D, (10B-BASFP)	1'-10 3/8"
52			NOT USED	
53	3	2"	VALVE, BALL, ANS 300 RF, FULL PORT, FLOATING, w/ WRENCH, API 6D, (2B-BASFP)	8 1/2"
54	2	4"	VALVE, BALL, ANS 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (4B-BASFP)	1'-0"
55	1	6"	VALVE, BALL, ANS 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (6B-BASFP)	1'-3 7/8"
56			NOT USED	
57	3	1"	VALVE, BALL, CLASS 1500, FS, THRD, FULL PORT, FLOATING w/ WRENCH, API 6D (2B-BASFP)	2 3/16"
58	6	1/2"	VALVE, NEEDLE, 1/2" MNPT x 1/2" FNPT, ANDERSON GREENWOOD M9V05-44, (1/2N-BB4)	15/16"
59	1	4"	VALVE, PLUG, ANS 300 RFE, CS BODY AND PLUG, REG. PATTERN BOLTED BONNET, LEVER OPERATOR, (4P-BAS)	1'-0"
60	3	3/4"x1/2"	VALVE, GAUGE TYPE, 3/4" MNPT x 1/2" FNPT, ANDERSON GREENWOOD M5 V5-46 (3/4N-B44)	5 3/8"
61	3	10"	PIPE CLAMP W/STEEL SHIM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHIM BLOCK E-2 LINE FIG# CSB 16	
62	1	16"	PIPE CLAMP W/STEEL SHIM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHIM BLOCK E-2 LINE FIG# CSB 10	
63	2	10"x2"	PIG SIGNAL, TDW PIG SIG V, #04-3800-0000-51	
64	1	10"	INDUCTION BEND, 30 DEG, CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE	
65	1	10"	ANCHOR FLANGE, ANSI 300, WN, A-105 GR. B, B16.5, STD BORE, (0.365" W.T.), (SP-11)	

ISSUED FOR CONSTRUCTION
 MAY 29 2009
 ForeRunner Corporation

NOTES:
1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
12499-1705-003	10" PIG RECEIVER 3D ISOMETRIC & BOM			DRAWN	SJB 05/29/09
12499-1705-002	10" PIG RECEIVER PIPING SECTIONS & DETAILS			CHECKED	
				CLIENT	
				PROJECT MGMT.	
				PROCESS	
				MECHANICAL	GPT 05/29/09
				PIPING	
				STRUCTURAL	
				ELECTRICAL	
				I & C	

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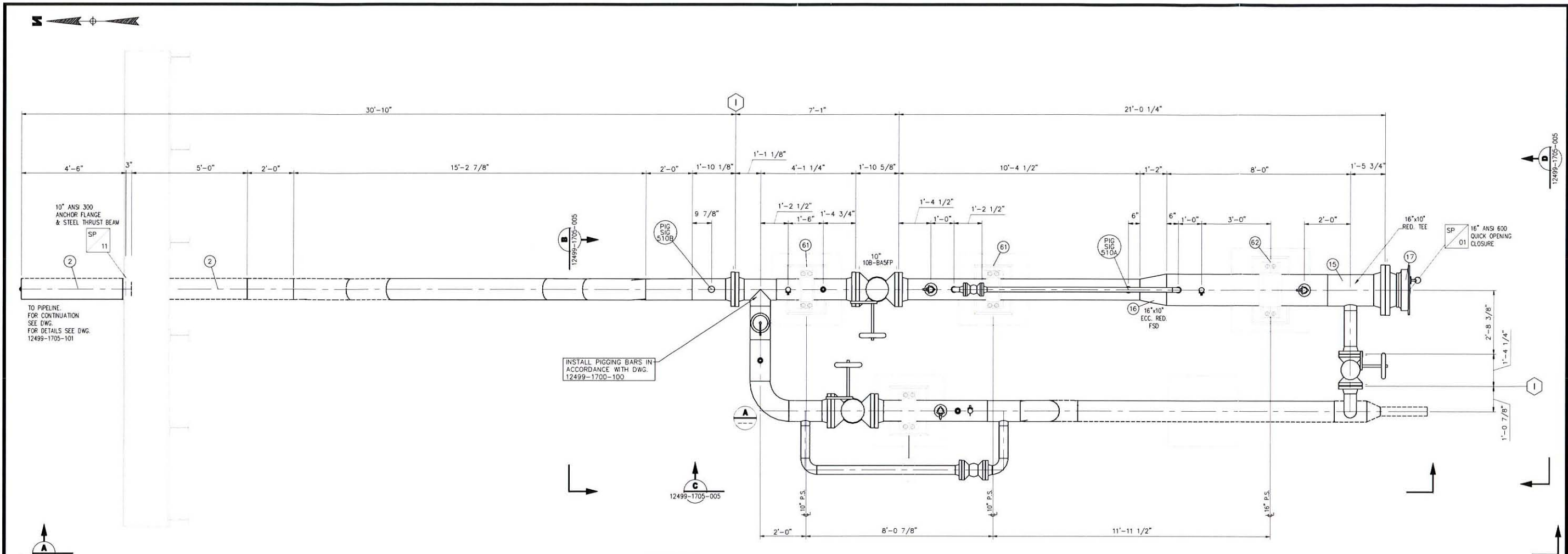
FORERUNNER
 8900 N. WOODBURN BLVD. #300
 LITTLETON, CO 80120
 303-948-3333

EPCO, INC.
 ENTERPRISE

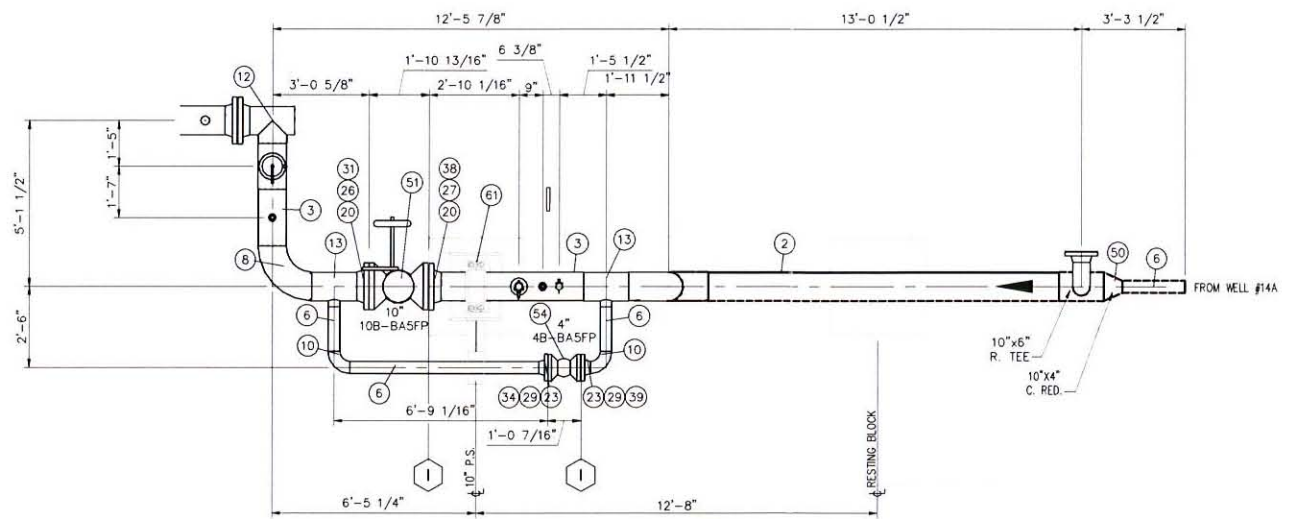
**P-13436 JACKRABBIT GATHERING SYSTEM
 HAYSTACK LATERAL
 10" PIG RECEIVER
 3D ISOMETRIC & BOM**

SCALE	PROJ. NO.	DATE/ISSUED, YEAR	DWG. NO.	REV.
3/16"=1'-0"	12499-A	GARFIELD CO., CO	12499-1705-003	0

Plotted by: N.HUCKINS Date: 6/4/2009 10:15 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\05_10n Haystack Lateral\1705 Piping\2499-1705-003 10n PIG RECEIVER PIPING ISO.dwg



PLAN
SCALE: 1/2" = 1'-0"



DETAIL
SCALE: 3/8" = 1'-0"

ISSUED FOR CONSTRUCTION
 MAY 29 2009
 ForeRunner Corporation

NOTES:
1.

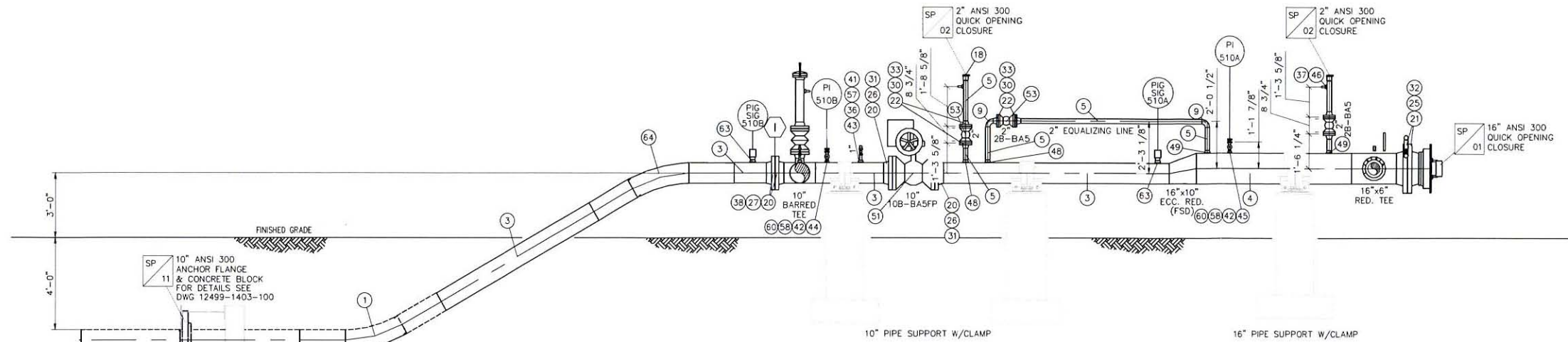
REFERENCE DRAWINGS		REVISIONS				ENGINEERING RECORD	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE	DATE	DATE
12499-1705-006	10" PIG LAUNCHER 3D ISOMETRIC & BOM						
12499-1705-101	10" LAUNCHER SITE PLAN						
12499-1700-100	PIPING DETAIL - BARRED PIGGING TEE						
12499-1705-005	10" PIG LAUNCHER PIPING SECTIONS & DETAILS	0	ISSUED FOR CONSTRUCTION	S.B	05/29/09	SPT	05/29/09

FORERUNNER
 2900 S. WASHINGTON BLVD. #400
 LAFAYETTE, CO 81530
 303-388-0233

ENTERPRISE
 EPCO, INC.
P-13436 JACKRABBIT GATHERING SYSTEM
HAYSTACK LATERAL
10" PIG LAUNCHER
PIPING PLAN

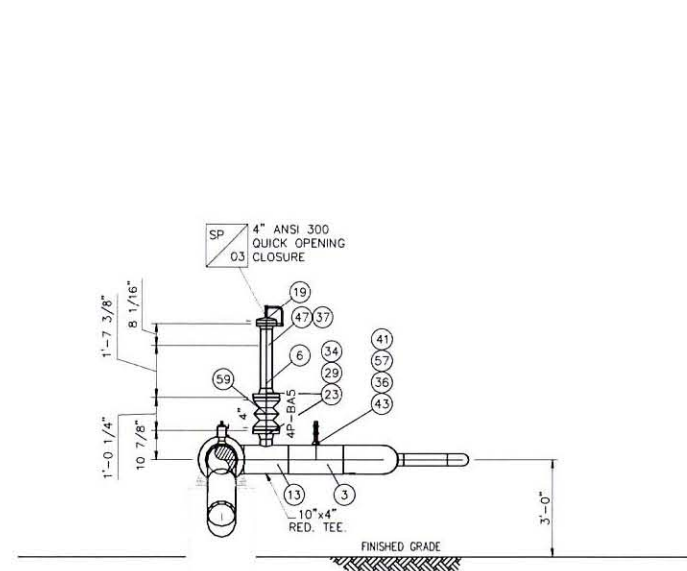
SCALE	DWG. NO.	CITY/COUNTY, STATE	DWG. NO.	REV.
AS NOTED	12499-A	GARFIELD CO., CO	12499-1705-004	0

Plotted by: N.HUCKINS Date: 6/4/2009 10:15 AM Drawing: S:\Project Files\EPCO\12499-A_Merathon 20 LR P-13436 Drawings\05_10in Haystack Lateral\1705 Piping\12499-1705-004 10in PIG LAUNCHER PIPING PLAN.dwg

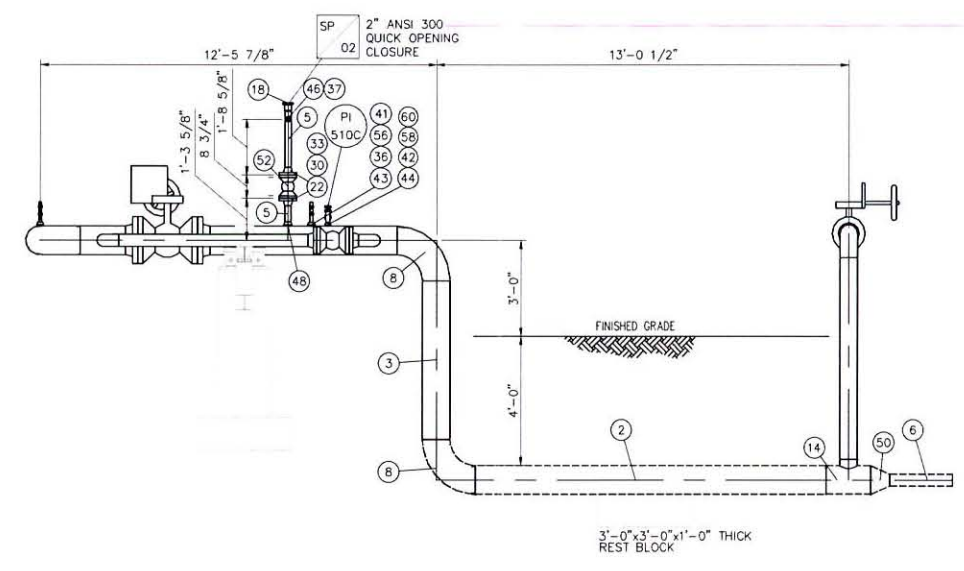


CONTRACTOR TO TAPER BORE PIPE END TO 0.343" W.T. MAXIMUM, 0.250" W.T. MINIMUM. FOR WELD TO 0.250" W.T. LINE PIPE SEE NOTE 1

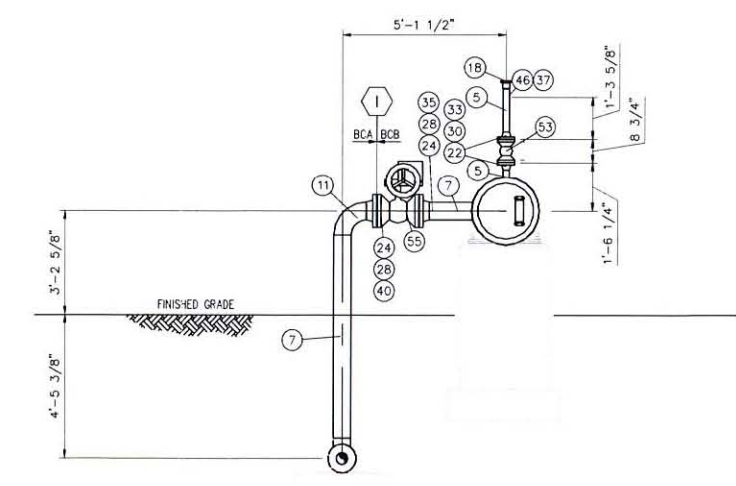
SECTION A
SCALE: 3/8" = 1'-0" 12499-1705-004



SECTION B
SCALE: 3/8" = 1'-0" 12499-1705-004



SECTION C
SCALE: 3/8" = 1'-0" 12499-1705-004



SECTION D
SCALE: 3/8" = 1'-0" 12499-1705-004

ISSUED FOR CONSTRUCTION
 MAY 29 2009
 ForeRunner Corporation

NOTES:
 1. TAPER BORE SHALL BE IN ACCORDANCE WITH ASME B31.8, APPENDIX I, PARAGRAPH 11.2(B)(2) AND SKETCH(B) OF FIGURE 15. WELDING SHALL BE IN ACCORDANCE WITH PARAGRAPH 11.1(C).

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
12499-1705-006	10" PIG LAUNCHER 3D ISOMETRIC & BOM			S.B	05/29/09
12499-1705-004	10" PIG LAUNCHER PIPING PLAN	0	ISSUED FOR CONSTRUCTION	S.B	05/29/09
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE

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FORERUNNER CORPORATION
 2900 S. Wadsworth Blvd. # 200
 Lakewood, CO 80226
 303-988-0233

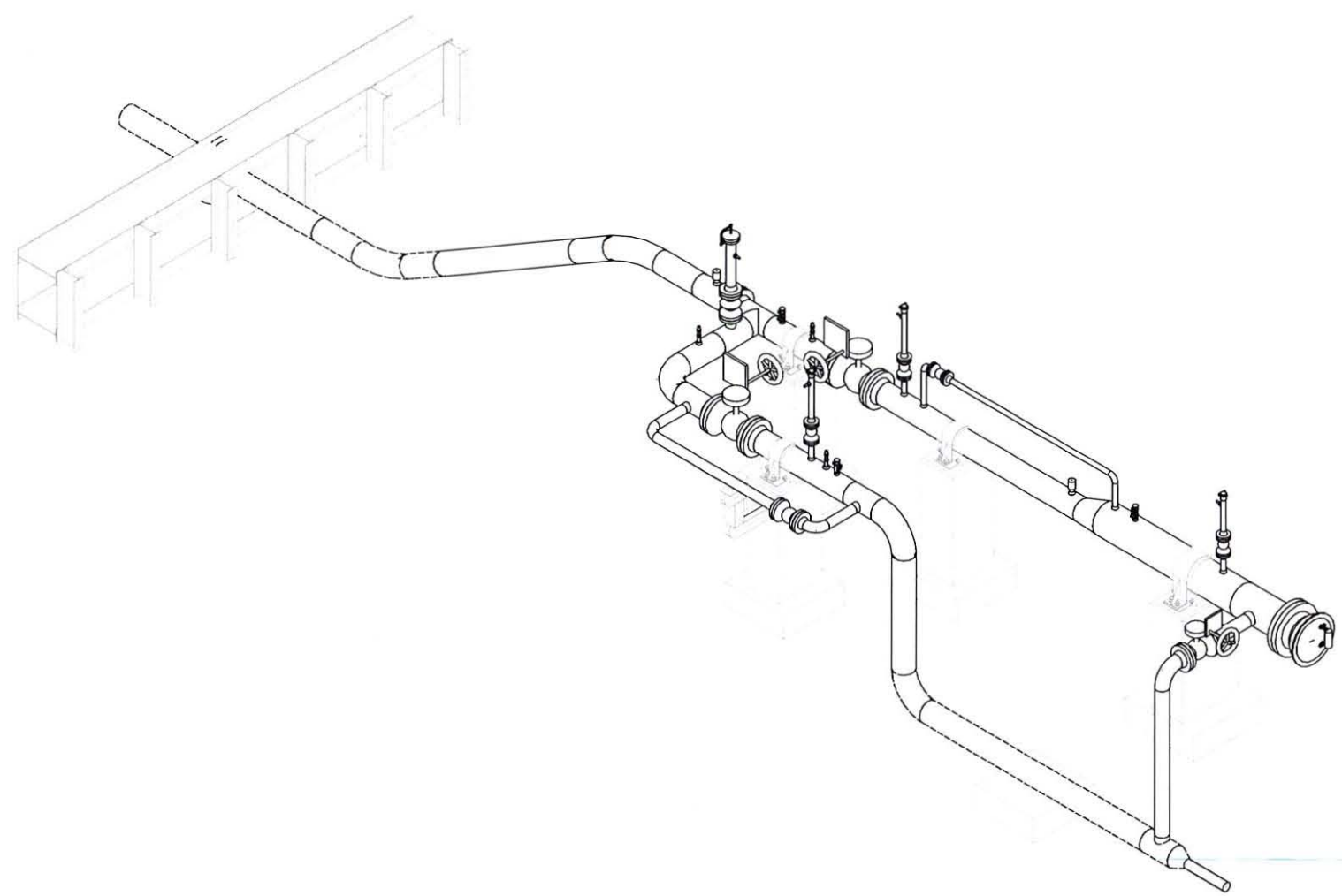
ENTERPRISE

EPCO, INC.

**P-13436 JACKRABBIT GATHERING SYSTEM
 HAYSTACK LATERAL
 10" PIG LAUNCHER
 PIPING SECTIONS & DETAILS**

SCALE	PROJ. NO.	CITY/COUNTY, STATE	DWG. NO.	REV.
AS NOTED	12499-A	GARFIELD CO., CO	12499-1705-005	0

Plotted by: N.HUCKINS Date: 6/4/2009 10:16 AM Drawing: S:\Project Files\EPCO\Drawings\05-10m Haystack Lateral\1705 Piping\12499-1705-005 10m PIG LAUNCHER PIPING ELEVATIONS.dwg



MARK	QTY	SIZE	DESCRIPTION	LENGTH
1	1	10"	INDUCTION BEND, 30 DEG. CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE (COATED, 14-16 MILS, FBE) (2'-0" TANGENTS)	26'-5 11/16"
2	1	10"	PIPE, CS, SMLS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, GR. B, SMLS OR ERW, COATED, 14-16 MILS, FBE	18'-1 1/8"
3	1	10"	PIPE, CS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PEB	40'-10 5/8"
4	1	16"	PIPE, CS, STD (0.375"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PEB	7'-0"
5	1	2"	PIPE, CS, XH (0.218"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	16'-8 5/8"
6	1	4"	PIPE, CS, STD (0.237"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	16'-8 7/16"
7	1	6"	PIPE, CS, STD (0.280"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PE	7'-6 3/8"
8	3	10"	ELL, 90° LR, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
9	2	2"	ELL, 90° LR, BW, CS, XH (0.218"), ASTM A-234, GR. WPB	
10	2	4"	ELL, 90° LR, BW, CS, STD (0.237"), ASTM A-234, GR. WPB	
11	1	6"	ELL, 90° LR, BW, CS, STD (0.280"), ASTM A-234, GR. WPB	
12	1	10"	TEE, FULL, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
13	3	10"x4"	TEE, RED, BW, CS, STD (0.365") x STD (0.237"), ASTM A-234, GR. WPB	
14	1	10"x6"	TEE, RED, BW, CS, STD (0.365") x STD (0.280"), ASTM A-234, GR. WPB	
15	1	16"x6"	TEE, RED, BW, CS, STD (0.375") x STD (0.280"), ASTM A-234, GR. WPB	
16	1	16"x10"	RED, ECC, BW, CS, STD (0.375") x STD (0.365"), ASTM A-234, GR. WPB	
17	1	16"	CLOSURE, HINGED, TDW, D2000, #19-3716-0600-52, (SP-01)	
18	3	2"	CLOSURE, CAP, YALE-#500V, BW, FS TWT XH W.T. GR. B PIPE, (SP-02)	
19	1	4"	CLOSURE, YALE, #500V, BW, ANSI 300, TWT STD WT GR. B PIPE (SP-03)	
20	6	10"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
21	2	16"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
22	8	2"	FLANGE, ANSI 300, RFWN, FS, XH BORE, ASTM A-105, B16.5	
23	4	4"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
24	2	6"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
25	1	1 1/4"	(20) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7 3/4"
26	3	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	6 1/2"
27	2	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7"
28	2	3/4"	(12) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	5-1/4"
29	4	3/4"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	4 3/4"
30	8	5/8"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	3 3/4"
31	3	10"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
32	1	16"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
33	8	2"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
34	3	4"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
35	1	6"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
36	3	1"	NIPPLE, CS, 160 (0.179"), ASTM A-106/A53 GR. B, SMLS TBE	4"
37	4	1/2"	PLEECCO BLEED 1/2" NPT SS	3"
38	2	10"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
39	1	4"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
40	1	6"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
41	3	1"	PLUG, HEX SOLID, FS, THRD, ASTM A-105, CLASS 3000	
42	3	1/2"	PLUG, HEX SOLID, THRD, 316 SS, CLASS 3000	
43	3	10"x1"	THREDOLET, FS, ASTM A-105, CLASS 3000	
44	2	10"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
45	1	16"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
46	3	2"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
47	1	4"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
48	3	10"x2"	WELDOLET, RUN STD (0.365") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. 831.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, WSS-SP-97	
49	2	16"x2"	WELDOLET, RUN STD (0.375") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. 831.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, WSS-SP-97	
50	1	10"x4"	RED, CONC, BW, CS, STD (0.365") x STD (0.237"), ASTM A-234, GR. WPB	
51	2	10"	VALVE, BALL, ANSI 300 RF, FULL PORT, TRUNNION, w/ WGO, API 6D, (10B-BASFP)	1'-10 3/8"
52			NOT USED	
53	3	2"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WRENCH, API 6D, (2B-BASFP)	8 1/2"
54	1	4"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (4B-BASFP)	1'-0"
55	1	6"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (6B-BASFP)	1'-3 7/8"
56			NOT USED	
57	3	1"	VALVE, BALL, CLASS 1500, FS, THRD, FULL PORT, FLOATING w/ WRENCH, API 6D (2B-BASFP)	2 3/16"
58	6	1/2"	VALVE, NEEDLE, 1/2" MNPT x 1/2" FNPT, ANDERSON GREENWOOD M9VDS-44, (1/2N-BB4)	15/16"
59	1	4"	VALVE, PLUG, ANSI 300 RFFE, CS BODY AND PLUG, REG. PATTERN BOLTED BONNET, LEVER OPERATOR, (4P-BAS)	1'-0"
60	3	3/4"x1/2"	VALVE, GAUGE TYPE, 3/4"MNPT x 1/2"FNPT, ANDERSON GREENWOOD M5 VS-46 (3/4N-B44)	5 3/8"
61	3	10"	PIPE CLAMP W/STEEL SHIM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHIM BLOCK E-Z LINE FIG# CSB 16	
62	1	16"	PIPE CLAMP W/STEEL SHIM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHIM BLOCK E-Z LINE FIG# CSB 10	
63	2	10"x2"	FIG SIGNAL, TDW PIG SG V, #24-3800-0000-51	
64	1	10"	INDUCTION BEND, 30 DEG. CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE	
65	1	10"	ANCHOR FLANGE, ANSI 300, WN, A-105 GR. B, B16.5, STD BORE, (0.365" W.T.), (SP-11)	

ISSUED FOR CONSTRUCTION
 MAY 29 2009
 ForeRunner Corporation

NOTES:

-

REFERENCE DRAWINGS			REVISIONS			ENGINEERING RECORD		
12499-1705-004	10" PIG LAUNCHER PIPING PLAN					DRAWN	SJB	05/29/09
12499-1705-005	10" PIG LAUNCHER PIPING SECTIONS & DETAILS	0	ISSUED FOR CONSTRUCTION	SJB	05/29/09	CHECKED		
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE	CHK	DATE	APPR

CLIENT	
PROJECT MGMT.	
PROCESS	
MECHANICAL	GPT 05/29/09
PIPING	
STRUCTURAL	
ELECTRICAL	
I & C	

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EPCO, INC.

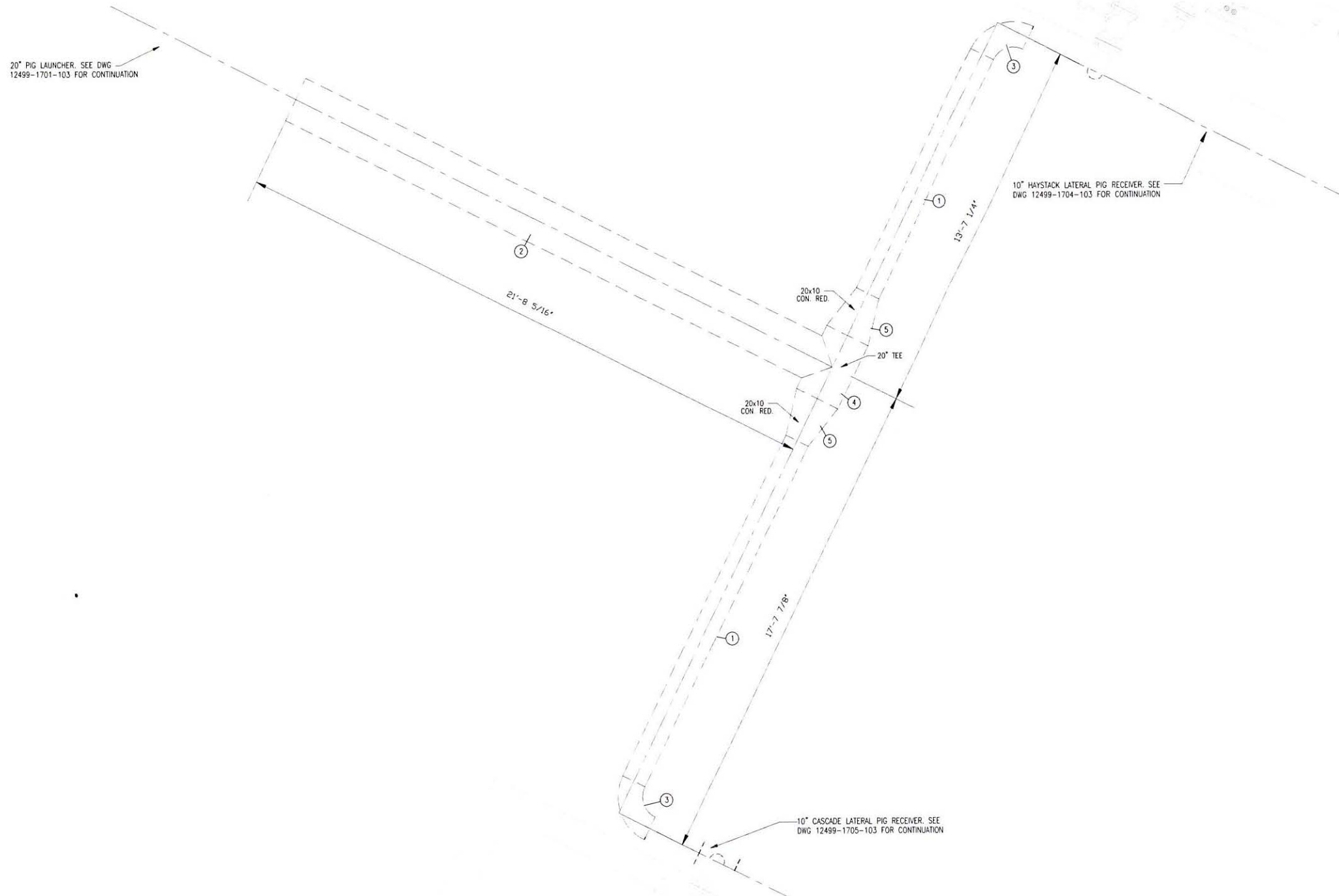
**P-13436 JACKRABBIT GATHERING SYSTEM
 HAYSTACK LATERAL
 10" PIG LAUNCHER
 3D ISOMETRIC & BOM**

SCALE: 3/16"=1'-0" PROJ. NO: 12499-A CITY/COUNTY, STATE: GARFIELD CO., CO SHEET NO: 12499-1705-006 REV: 0

Plotted by: N-HUCKINS Date: 6/4/2009 10:16 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\05_10m Haystack Lateral\1705-006 10m PIG LAUNCHER PIPING ISO.dwg



MARK	QTY	SIZE	LENGTH	DESCRIPTION
1	1	10"	22'-11 1/8"	PIPE, CS, STD (0.365") ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PE (COATED, 14-16 MIL, FBE)
2	1	20"	20'-5 5/16"	PIPE, CS, STD (0.375") ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PE (COATED, 14-16 MIL, FBE)
3	2	10"		ELL, 90° LR, BW, CS, STD (0.365") ASTM A-234, GR. WPB
4	1	20"		TEE, FULL, BW, CS, STD (0.375") ASTM A-234, GR. WPB
5	2	20"x10"		RED, CONC. BW, CS, STD (0.375") x STD (0.365") ASTM A-234, GR. WPB



20" PIG LAUNCHER, SEE DWG 12499-1701-103 FOR CONTINUATION

10" HAYSTACK LATERAL PIG RECEIVER, SEE DWG 12499-1704-103 FOR CONTINUATION

10" CASCADE LATERAL PIG RECEIVER, SEE DWG 12499-1705-103 FOR CONTINUATION

TIE-IN PLAN

SCALE: 1/2"=1'-0"

ISSUED FOR APPROVAL
 JUNE 02 2009
 ForeRunner Corporation

GENERAL NOTES

NOTES:

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
12499-1701-103	SOUTHERN PIGGING FACILITY SITE PIPING PLAN
12499-1704-103	SOUTHERN PIGGING FACILITY SITE PIPING PLAN
12499-1705-103	SOUTHERN PIGGING FACILITY SITE PIPING PLAN

ENGINEERING RECORD

PROJ. ID #:	12499-A	PROJECT ENGINEER:	GT
SURVEYED:	FRC	SECTION:	23
DRAWN:	NBH	TOWNSHIP:	6S RANGE: 97W
CHECKED:		COUNTY/STATE:	GARFIELD/CO
APPROVED:		LINE/AREA:	

REVISIONS

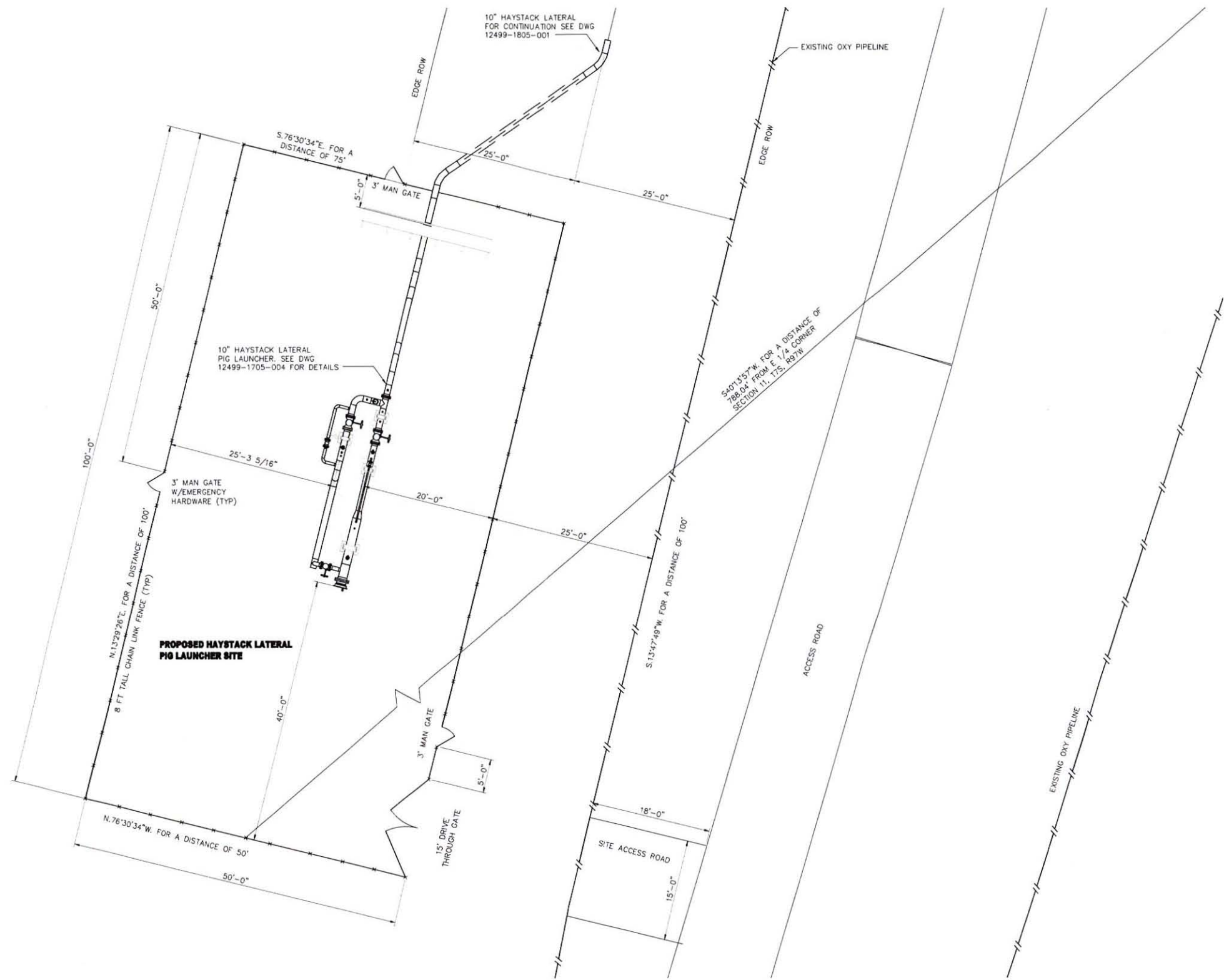
NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR APPROVAL	06/02/09 / NBH

EPCO, INC.

**P-13436 JACKRABBIT GATHERING SYSTEM
SOUTHERN PIGGING FACILITY
TIE-IN PIPING PLAN**

SCALE: 1/2"=1'-0"	DRAWING NUMBER	REV.
SHEET No. 12499-1701-017	12499-1701-017	A
CAD FILE: 12499-1701-017.dwg		
FORERUNNER		

2000 S. University Blvd., Fort
Lauderdale, FL 33404
954-881-1000



ISSUED FOR APPROVAL
 JUNE 03 2009
 ForeRunner Corporation

GENERAL NOTES

NOTES:

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
12499-1705-004	10" PIG LAUNCHER PIPING PLAN
12499-1805-001	10" HAYSTACK LATERAL ALIGNMENT

ENGINEERING RECORD

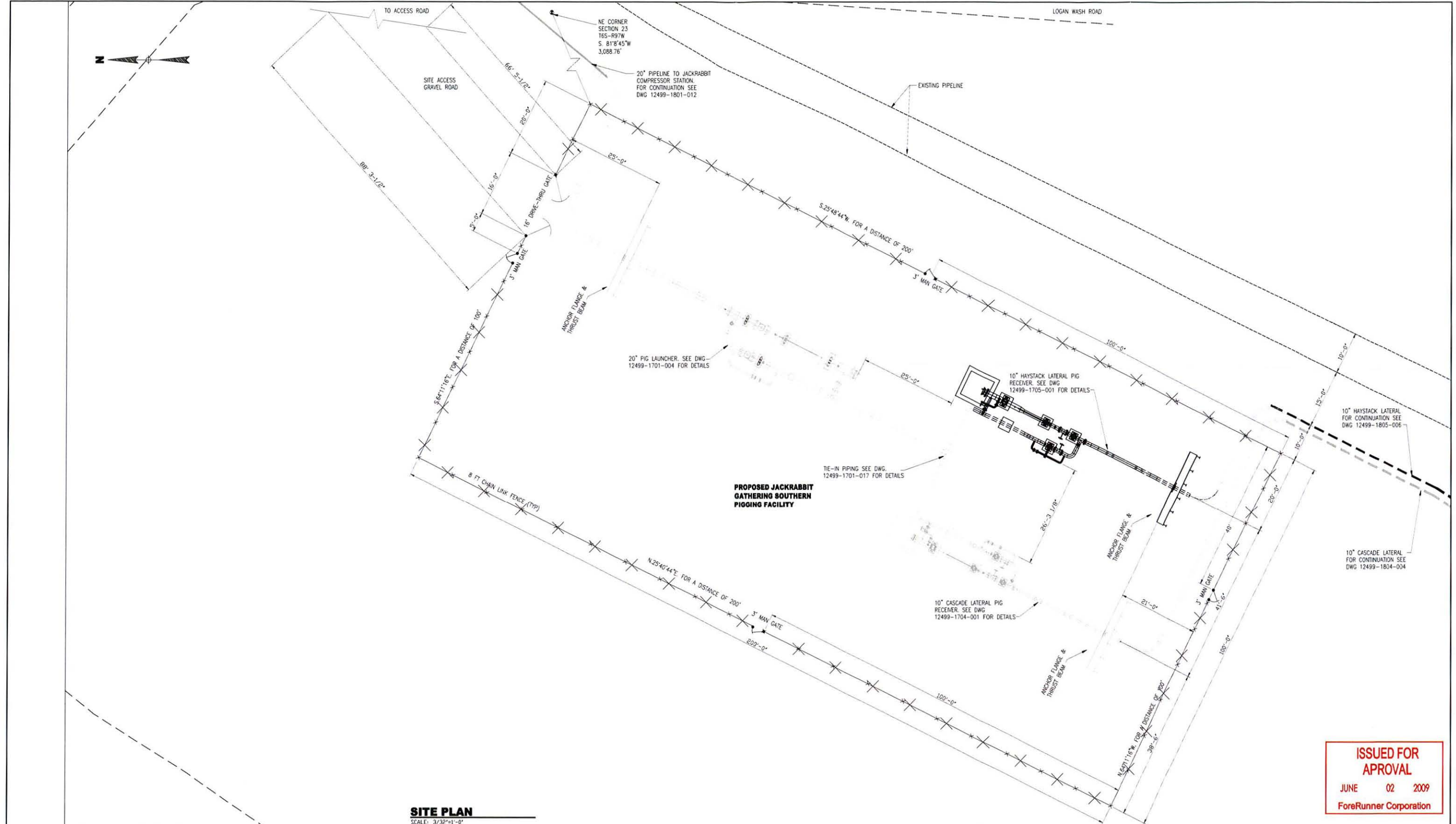
PROJ. ID # : 12499-A	PROJECT ENGINEER: GT
SURVEYED: FRC	SECTION: 11
DRAWN: NBH	TOWNSHIP: 7S RANGE: 97W
CHECKED:	COUNTY/STATE: GARFIELD/CO
APPROVED:	LINE/AREA:

REVISIONS

NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR REVIEW	04/13/09 / NBH
B	ISSUED FOR APPROVAL	06/03/09 / NBH

EPCO, INC.
 P-13436 JACKRABBIT GATHERING SYSTEM
 10" HAYSTACK LATERAL
 LAUNCHER SITE PLAN

SCALE: AS SHOWN DRAWING NUMBER: 12499-1705-101 REV. B
 SHEET No. CAD FILE: 12499-1705-101.dwg



SITE PLAN
SCALE: 3/32"=1'-0"

ISSUED FOR APPROVAL
 JUNE 02 2009
 ForeRunner Corporation

GENERAL NOTES

NOTES:

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
12499-1701-004	20" PIG LAUNCHER PIPING PLAN
12499-1704-001	CASCADE LATERAL 10" PIG RECEIVER PIPING PLAN
12499-1705-001	HAYSTACK LATERAL 10" PIG RECEIVER PIPING PLAN
12499-1801-012	20" SUCTION TRUNK LINE EXTENSION ALIGNMENT
12499-1804-004	10" CASCADE LATERAL ALIGNMENT
12499-1805-006	10" HAYSTACK LATERAL ALIGNMENT
12499-1701-017	SOUTHERN PIGGING FACILITY TIE-IN PIPING PLAN

ENGINEERING RECORD

PROJ. ID #:	12499-A	PROJECT ENGINEER:	GT
SURVEYED:	FRC	SECTION:	23
DRAWN:	NBH	TOWNSHIP:	6S RANGE: 97W
CHECKED:		COUNTY/STATE:	GARFIELD/CO
APPROVED:		LINE/AREA:	

REVISIONS

NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR APPROVAL	06/22/09 / NBH
B	ISSUED FOR APPROVAL	06/02/09 / NBH

 **EPCO, INC.**
P-13436 JACKRABBIT GATHERING SYSTEM
SOUTHERN PIGGING FACILITY
SITE PLAN

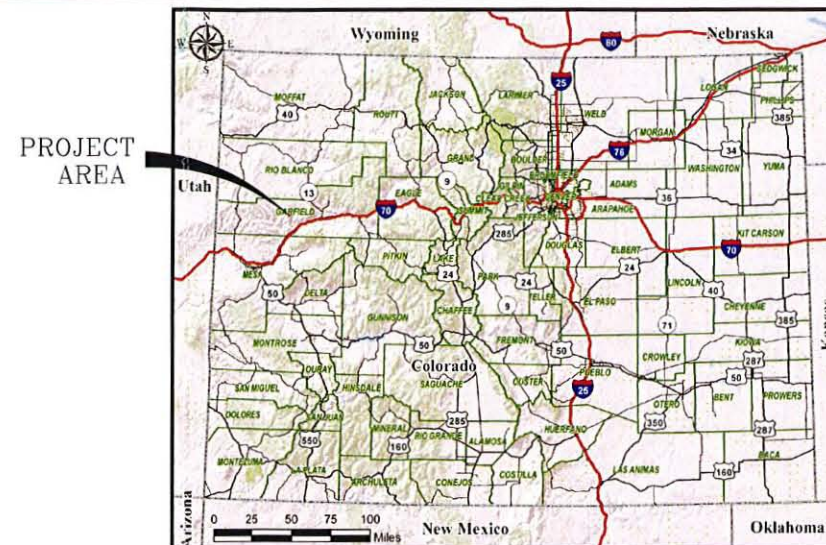
SCALE: 3/32"=1'-0"	DRAWING NUMBER	REV.
SHEET No. 12499-1705-103	12499-1705-103	B
CAD FILE: 12499-1705-103.dwg		

 **FORERUNNER**
1000 S. University Blvd. #100
 Lakewood, CO 80226
 303.963.1000

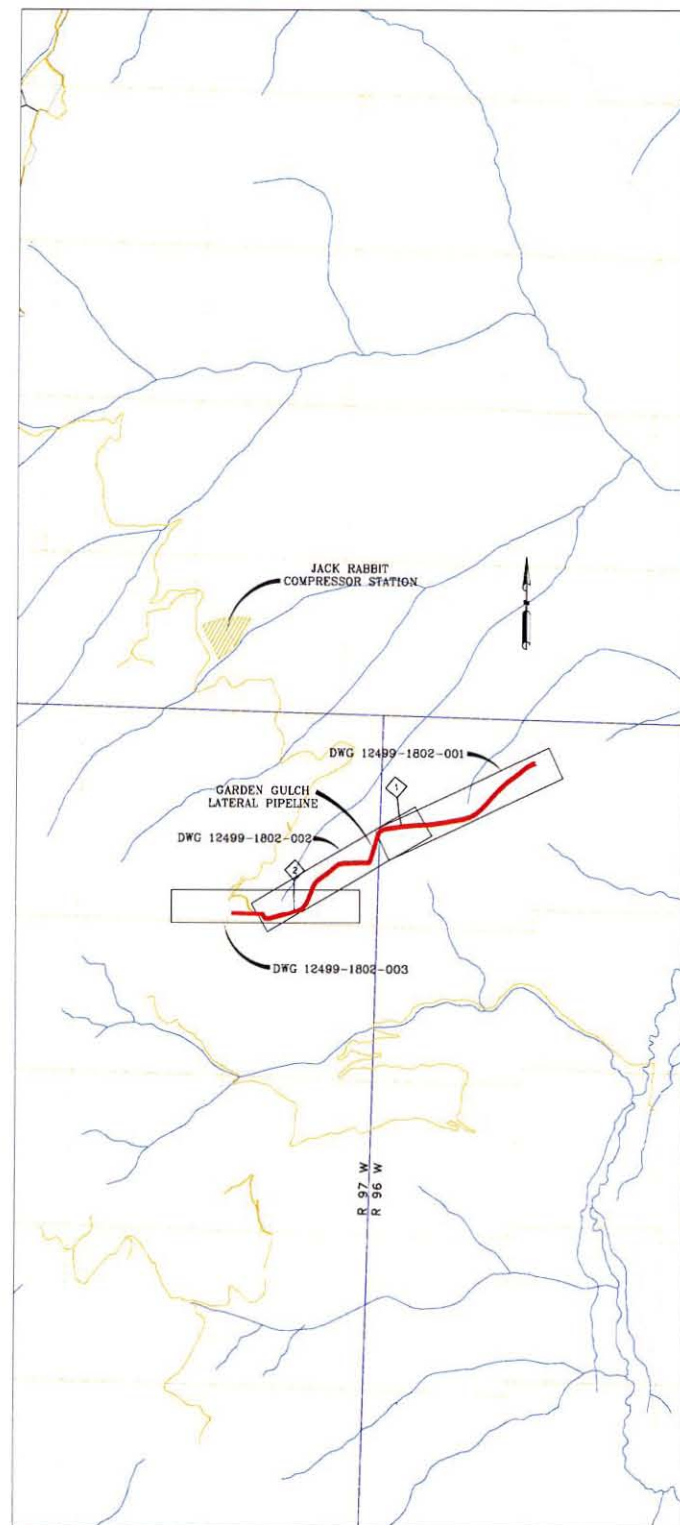


EPCO, INC.

P-13436
 JACKRABBIT GATHERING SYSTEM
 10" GARDEN GULCH LATERAL
 GARFIELD COUNTY, COLORADO
 ISSUED FOR REVIEW
 JUNE 5, 2009



LOCATION MAP



GARDEN GULCH LATERAL PIPELINE

ALIGNMENT DRAWINGS

DWG NO	REV NO	DRAWING TITLE
12499-1802-00A	P9	COVER SHEET 10" GARDEN GULCH LATERAL LINE
12499-1802-001	P7	10" GARDEN GULCH LATERAL LINE ALIGNMENT
12499-1802-002	P8	10" GARDEN GULCH LATERAL LINE ALIGNMENT
12499-1802-003	P8	10" GARDEN GULCH LATERAL LINE ALIGNMENT

PIPING/SITE DRAWINGS

DWG NO	REV NO	DRAWING TITLE
12499-1702-100	A	10" GARDEN GULCH LATERAL LAUNCHER SITE PLAN
12499-1702-101	B	10" GARDEN GULCH LATERAL RECEIVER SITE PLAN
12499-1702-001	0	GARDEN GULCH LATERAL 10" RECEIVER PIPING PLAN
12499-1702-002	0	GARDEN GULCH LATERAL 10" RECEIVER PIPING SECTIONS & DETAILS
12499-1702-003	0	GARDEN GULCH LATERAL 10" RECEIVER 3D ISOMETRICS
12499-1702-004	1	GARDEN GULCH LATERAL 10" LAUNCHER PIPING PLAN
12499-1702-005	0	GARDEN GULCH LATERAL 10" LAUNCHER SECTIONS & DETAILS
12499-1702-006	0	GARDEN GULCH LATERAL 10" LAUNCHER 3D ISOMETRICS

ISSUED FOR REVIEW
 JUNE 5 2009
 ForeRunner Corporation

GENERAL NOTES

1. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
2. COATING / PROTECTION BURIED FABRICATION PIPING SHALL BE CLEANED AND COATED. ALL BURIED PIPING TO BE CATHODICALLY PROTECTED.
3. ALL VALVES MUST HAVE APPROPRIATE LOCKING DEVICES.
4. FIELD VERIFY PIPE GRADE AND WALL THICKNESS AT ALL TIE IN LOCATIONS.
5. INSTALL GUARD BARS IN TIEES.
6. INSTALL TEST LEADS AT EVERY METALLIC FOREIGN LINE CROSSING.
7. TEST LEADS IDENTIFIED ON ALIGNMENT SHEETS SHALL BE INSTALLED EVERY MILE.

THESE FACILITIES CONFORM TO ASME B31.8 CODES AND STANDARDS.

REFERENCE DRAWINGS

DRWG. No.	DESCRIPTION	AFE#	DATE
	SEE SHEET INDEX ON THIS DRAWING	P-13436	1-2009

PROJECT NUMBERS

DESCRIPTION	DATE
JACKRABBIT GATHERING SYSTEM	1-2009

DESIGN DATA

500 PSIG - 10" GARDEN GULCH LAT.
NATURAL GAS
LINE TYPE
LINE NUMBER
MAP NUMBER
DESIGN LOAD
COMPRESSOR INLET PRESSURE
COMPRESSOR OUTLET PRESSURE
MAX CAP @ MIN PRESSURE
SERVICE TYPE

ENGINEERING RECORD

AFE# P-13436	SECTIONS: VARIES
DRAWN: KB	TWN: 8 S RNG: 97 W
DRAFTING CHECK: C ESCH	GARFIELD COUNTY, COLORADO
PROJECT ENGINEER APPROVAL:	LAT: LONG:
PROJECT MANAGER APPROVAL:	
ENGINEERING APPROVAL:	
CONSTRUCTION APPROVAL:	
METER / REG APPROVAL:	
RIGHT OF WAY APPROVAL:	
FIELD OPERATIONS APPROVAL:	
CORROSION APPROVAL:	
ENVIRONMENTAL APPROVAL:	
APPROVED FOR CONST:	

EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION GARDEN GULCH LATERAL COVER SHEET

SCALE: AS NOTED DRAWING NUMBER 12499-1802-00A REV SHEET No. 1 OF 1

CAD FILE: 12499-1802-00A.dwg

FORERUNNER CORPORATION

Project: Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\02_10n Garden Gulch Lateral\1802 Mapping\alignmen Sheets\12499-1802-00A.dwg
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PARCEL No 2171-182-00-008
CHEVRON U.S.A., INC.
P.O. BOX 285, HOUSTON, TX, 77001
5,281.0 FT / 320.1 RODS

OWNER

ALIGNMENT
HORIZONTAL DISTANCE

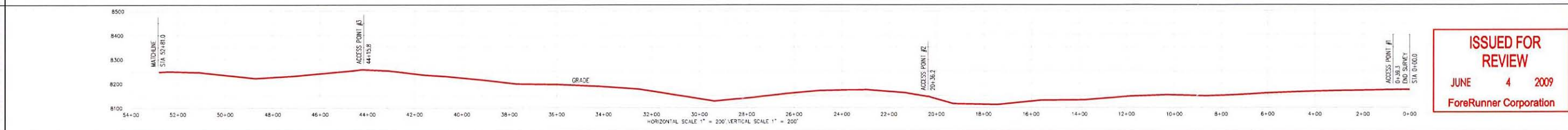
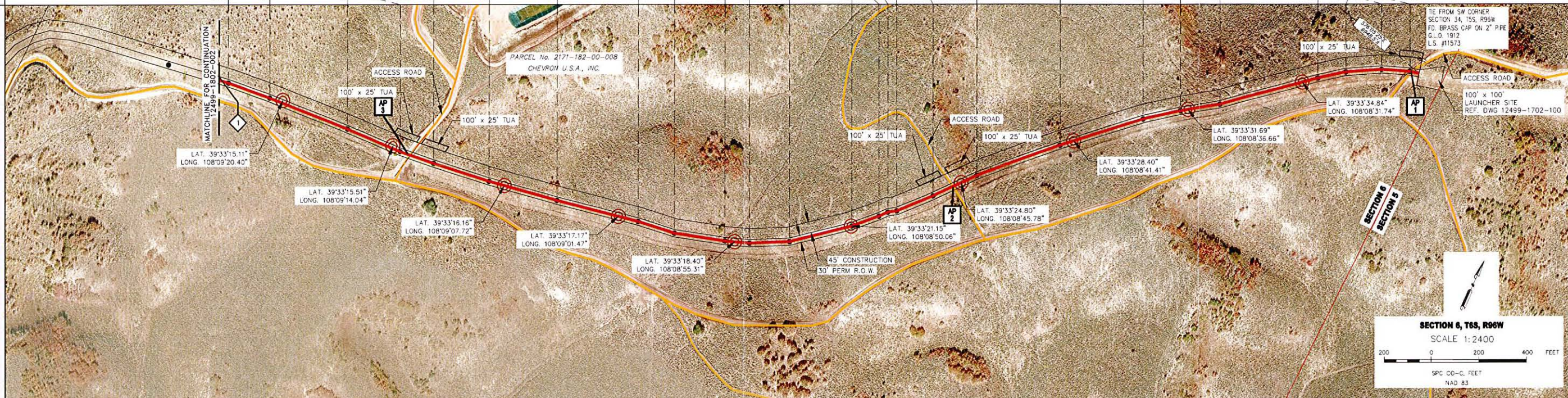
PLAN

EASEMENT

PROFILE

PIPE DATA

STATION	DESCRIPTION	STATION	DESCRIPTION
STA 52+81.0	MILE MARKER 1 & MATCHLINE	STA 47+03.5	POINT OF INTERSECTION
STA 52+35.3	POINT OF INTERSECTION	STA 44+63.4	POINT OF INTERSECTION
STA 50+56.2	POINT OF INTERSECTION	STA 44+25.2	EDGE OF ROAD
STA 47+03.5	POINT OF INTERSECTION	STA 44+15.8	ACCESS POINT #3
STA 44+63.4	POINT OF INTERSECTION	STA 44+08.5	EDGE OF ROAD
STA 44+25.2	EDGE OF ROAD	STA 43+13.2	POINT OF INTERSECTION
STA 44+15.8	ACCESS POINT #3	STA 40+16.7	POINT OF INTERSECTION
STA 44+08.5	EDGE OF ROAD	STA 37+68.9	POINT OF INTERSECTION
STA 43+13.2	POINT OF INTERSECTION	STA 34+14.7	POINT OF INTERSECTION
STA 40+16.7	POINT OF INTERSECTION	STA 32+54.9	POINT OF INTERSECTION
STA 37+68.9	POINT OF INTERSECTION	STA 30+40.9	POINT OF INTERSECTION
STA 34+14.7	POINT OF INTERSECTION	STA 29+37.5	POINT OF INTERSECTION
STA 32+54.9	POINT OF INTERSECTION	STA 27+16.7	POINT OF INTERSECTION
STA 30+40.9	POINT OF INTERSECTION	STA 24+96.9	POINT OF INTERSECTION
STA 29+37.5	POINT OF INTERSECTION	STA 23+74.3	POINT OF INTERSECTION
STA 27+16.7	POINT OF INTERSECTION	STA 23+32.6	POINT OF INTERSECTION
STA 24+96.9	POINT OF INTERSECTION	STA 22+95.5	POINT OF INTERSECTION
STA 23+74.3	POINT OF INTERSECTION	STA 21+31.0	POINT OF INTERSECTION
STA 23+32.6	POINT OF INTERSECTION	STA 20+40.9	EDGE OF ROAD
STA 22+95.5	POINT OF INTERSECTION	STA 20+38.2	ACCESS POINT #2
STA 21+31.0	POINT OF INTERSECTION	STA 20+32.1	EDGE OF ROAD
STA 20+40.9	EDGE OF ROAD	STA 19+27.9	POINT OF INTERSECTION
STA 20+38.2	ACCESS POINT #2	STA 15+59.9	POINT OF INTERSECTION
STA 20+32.1	EDGE OF ROAD	STA 11+92.3	POINT OF INTERSECTION
STA 19+27.9	POINT OF INTERSECTION	STA 10+32.6	POINT OF INTERSECTION
STA 15+59.9	POINT OF INTERSECTION	STA 8+16.9	POINT OF INTERSECTION
STA 11+92.3	POINT OF INTERSECTION	STA 4+31.1	POINT OF INTERSECTION
STA 10+32.6	POINT OF INTERSECTION	STA 3+12.3	POINT OF INTERSECTION
STA 8+16.9	POINT OF INTERSECTION	STA 1+62.5	POINT OF INTERSECTION
STA 4+31.1	POINT OF INTERSECTION	STA 0+51.6	EDGE OF ROAD
STA 3+12.3	POINT OF INTERSECTION	STA 0+39.3	POINT OF INTERSECTION
STA 1+62.5	POINT OF INTERSECTION	STA 0+19.5	ACCESS POINT #1
STA 0+51.6	EDGE OF ROAD	STA 0+00.0	END SURVEY
STA 0+39.3	POINT OF INTERSECTION		
STA 0+19.5	ACCESS POINT #1		
STA 0+00.0	END SURVEY		



BILL OF MATERIALS		NOTES			
ITEM	PIPE DESCRIPTION	QUANTITY	ITEM	PIPE DESCRIPTION	QUANTITY
1	10.750" OD x 0.188" W.T. API 5L-X52, ERW, 14-16 MILS FBE	5,275.9'			
15	INDUCTION BEND, 15'-10" OD x 0.280 W.T., API 5L-X52, ERW, 14-16 MILS FBE	1 EA.			
TOTAL		5,281.0'			

LEGEND	
	C/L ROAD
	GRADE OR R.O.W. FENCE
	PROPERTY LINE
	FOREIGN PIPELINE
	TRANSMISSION LINE
	OH POWER LINE
	UG POWER LINE
	OH TELEPHONE LINE
	UG TELEPHONE LINE
	CABLE LINE
	UG CABLE LINE
	UG MANLINE VALVE
	APPROVED ACCESS ROAD
	PIPELINE EASEMENT BNDY
	HEAVY WALL PIPE
	INDUCTION BEND
	PIPELINE MARKING SIGN
	CATHODIC TEST STATION
	FOREIGN PIPELINE CATHODIC
	AERIAL OR MILE MARKER
	PIPELINE HEIGHTS
	ACCESS POINT
	STATION EQUATION

REFERENCE DRAWINGS	
DWG. NO.	DESCRIPTION
12499-1802-002	10" GARDEN GULCH LATERAL ALIGNMENT
12499-1702-100	10" LAUNCHER SITE PLAN
12499-1802-800	CHEVRON USA INC. EASEMENT EXHIBIT
28099	CHEVRON USA INC. EASEMENT EXHIBIT - W.H. SMITH & ASSOC.

REVISIONS		
NO.	DESCRIPTION	DATE / BY
P2	ISSUED FOR REVIEW	3/20/09 PJD
P3	ISSUED FOR REVIEW	4/17/09 KB
P4	ISSUED FOR REVIEW	4/22/09 MP
P5	ISSUED FOR REVIEW	5/15/09 RC
P6	ISSUED FOR REVIEW REVISED TUA'S	6/20/09 RC
P7	ISSUED FOR REVIEW - REROUTE	6/04/09 PJD

EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION 10" GARDEN GULCH LATERAL STA. 0+00.0 TO 52+81.0

SCALE: AS NOTED DRAWING NUMBER: 12499-1802-001 SHEET No. 1 OF 3 CAD FILE: 12499-1802-001

FORERUNNER CORPORATION

Plotted by: P.DORSEY Date: 6/4/2009 3:02 PM Drawing: S:\Project Files\PCO\12499-A\Marathon 20 LR P-13436\Drawings\02_10n Garden Gulch Lateral\02_Mapping\Alignment Sheets\12499-1802-001.dwg

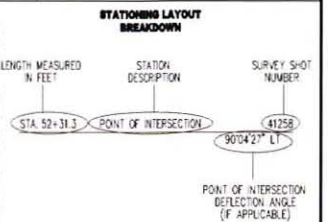
OWNER

PARCEL No. 2169-122-00-012
CHEVRON U.S.A., INC.
P.O. BOX 285, HOUSTON, TX 77001
4,534.0 FT. / 2,510.000

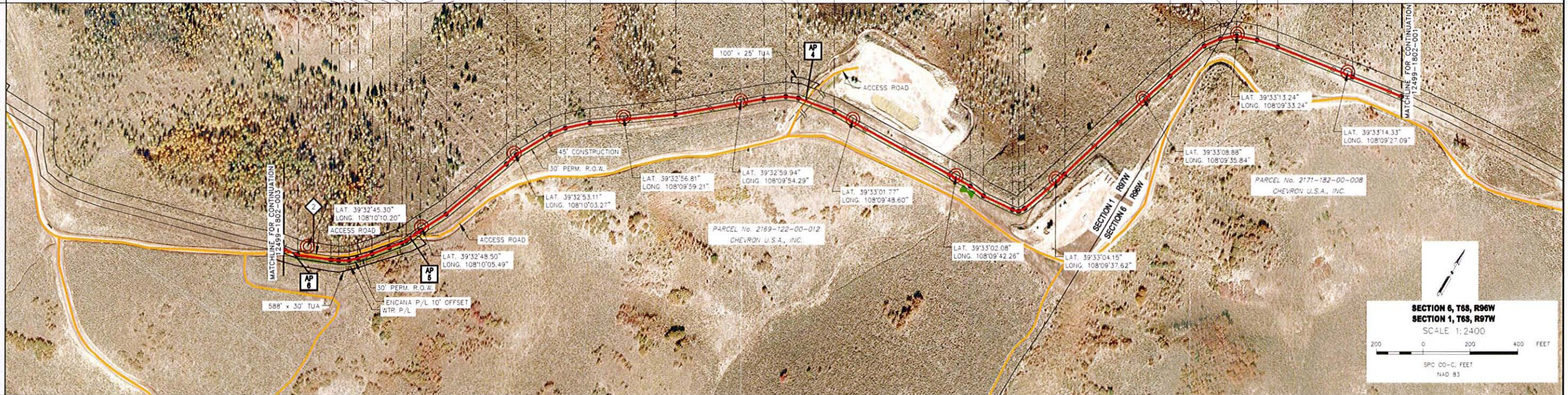
PARCEL No. 2171-182-00-008
CHEVRON U.S.A., INC.
P.O. BOX 285, HOUSTON, TX 77001
813.9 FT. / 493.000

ALIGNMENT
HORIZONTAL DISTANCE

80781	STA 106+32.9	MATCHLINE	80781
37	STA 106+32.9	EDGE OF ROAD	37
38	STA 106+32.9	ACCESS POINT #1	38
39	STA 106+32.9	POINT OF INTERSECTION	39
40	STA 106+32.9	POINT OF INTERSECTION	40
41	STA 106+32.9	POINT OF INTERSECTION	41
42	STA 106+32.9	POINT OF INTERSECTION	42
43	STA 106+32.9	POINT OF INTERSECTION	43
44	STA 106+32.9	POINT OF INTERSECTION	44
45	STA 106+32.9	POINT OF INTERSECTION	45
46	STA 106+32.9	POINT OF INTERSECTION	46
47	STA 106+32.9	POINT OF INTERSECTION	47
48	STA 106+32.9	POINT OF INTERSECTION	48
49	STA 106+32.9	POINT OF INTERSECTION	49
50	STA 106+32.9	EDGE OF ROAD	50
51	STA 106+32.9	ACCESS POINT #2	51
52	STA 106+32.9	EDGE OF ROAD	52
53	STA 106+32.9	POINT OF INTERSECTION	53
6009	STA 98+82.6	POINT OF INTERSECTION	6009
6010	STA 98+82.6	POINT OF INTERSECTION	6010
6011	STA 98+82.6	POINT OF INTERSECTION	6011
6012	STA 98+82.6	POINT OF INTERSECTION	6012
6013	STA 98+82.6	POINT OF INTERSECTION	6013
6014	STA 98+82.6	POINT OF INTERSECTION	6014
6015	STA 98+82.6	POINT OF INTERSECTION	6015
6016	STA 98+82.6	POINT OF INTERSECTION	6016
6017	STA 98+82.6	POINT OF INTERSECTION	6017
6018	STA 98+82.6	POINT OF INTERSECTION	6018
6019	STA 98+82.6	POINT OF INTERSECTION	6019
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6057	STA 98+82.6	POINT OF INTERSECTION	6057
6058	STA 98+82.6	POINT OF INTERSECTION	6058
6059	STA 98+82.6	POINT OF INTERSECTION	6059
6060	STA 98+82.6	POINT OF INTERSECTION	6060



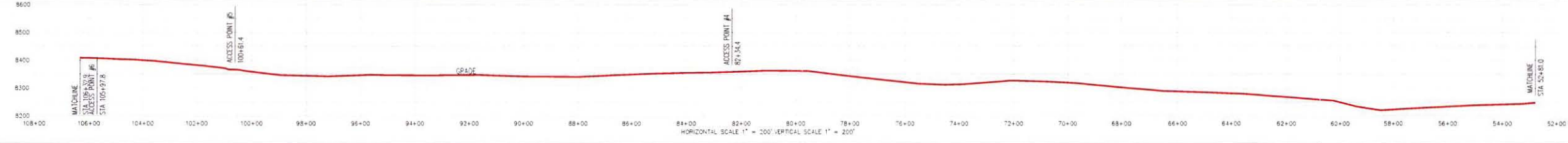
PLAN



EASEMENT



PROFILE



PIPE DATA



ISSUED FOR REVIEW
JUNE 5 2009
ForeRunner Corporation

BILL OF MATERIALS		NOTES			
ITEM	PIPE DESCRIPTION	QUANTITY	ITEM	PIPE DESCRIPTION	QUANTITY
1	10.750" OD x 0.188" W.T. API 5L-X52, ERW, 14-16 MILS FBE	5,328.8'			
15	INDUCTION BEND, 15'-10" OD x 0.250" W.T. API 5L-X52, ERW, 14-16 MILS FBE	2 EA.			
20	INDUCTION BEND, 20'-10" OD x 0.250" W.T. API 5L-X52, ERW, 14-16 MILS FBE	1 EA.			
40	INDUCTION BEND, 40'-10" OD x 0.250" W.T. API 5L-X52, ERW, 14-16 MILS FBE	1 EA.			
TOTAL		5,351.8'			

LEGEND	
	C/L ROAD
	DRAIN OR AWAY
	FENCE
	PROPERTY LINE
	FOREIGN PIPELINE
	TRANSMISSION LINE
	OH POWER LINE
	UG POWER LINE
	OH TELEPHONE LINE
	UG TELEPHONE LINE
	CABLE LINE
	UG CABLE LINE
	UG MANHOLE VALVE
	APPROVED ACCESS ROAD
	PIPELINE EASEMENT BEND
	HEAVY WALL PIPE
	INDUCTION BEND
	PIPELINE WARNING SIGN
	CATHODIC TEST STATION
	FOREIGN PIPELINE CATHODIC
	AERIAL OR MILE MARKER
	PIPELINE WEIGHTS
	ACCESS POINT
	STATION EQUATION

REFERENCE DRAWINGS	
DWG. NO.	DESCRIPTION
12499-1802-001	10' GARDEN GULCH LATERAL ALIGNMENT
12499-1802-003	10' GARDEN GULCH LATERAL ALIGNMENT
12499-1802-001	CHEVRON USA INC. EASEMENT EXHIBIT (SEC. 1)
WHS #26099	CHEVRON USA INC. RIGHT-OF-WAY PLAT (SEC. 6)

REVISIONS		
NO.	DESCRIPTION	DATE / BY
P3	ISSUED FOR REVIEW	4/17/09 MP
P4	ISSUED FOR REVIEW	4/22/09 MP
P5	ISSUED FOR REVIEW	5/15/09 RC
P6	ISSUED FOR REVIEW - REROUTE	5/18/09 RC
P7	ISSUED FOR REVIEW - REROUTE	6/04/09 PJD
P8	ISSUED FOR REVIEW	6/05/09 CMC

EPCO, INC.

P-13436 JACKRABBIT GATHERING SYSTEM EXTENSION
10' GARDEN GULCH LATERAL
STA. 52+81.0 TO 106+32.9

PROJECT ENGINEER: J. BLANCHARD
SECTION: 1 & 6
TOWNSHIP: 6S RANGE: 96W & 97W
COUNTY/STATE: GARFIELD CO., CO.
LINE/AREA:

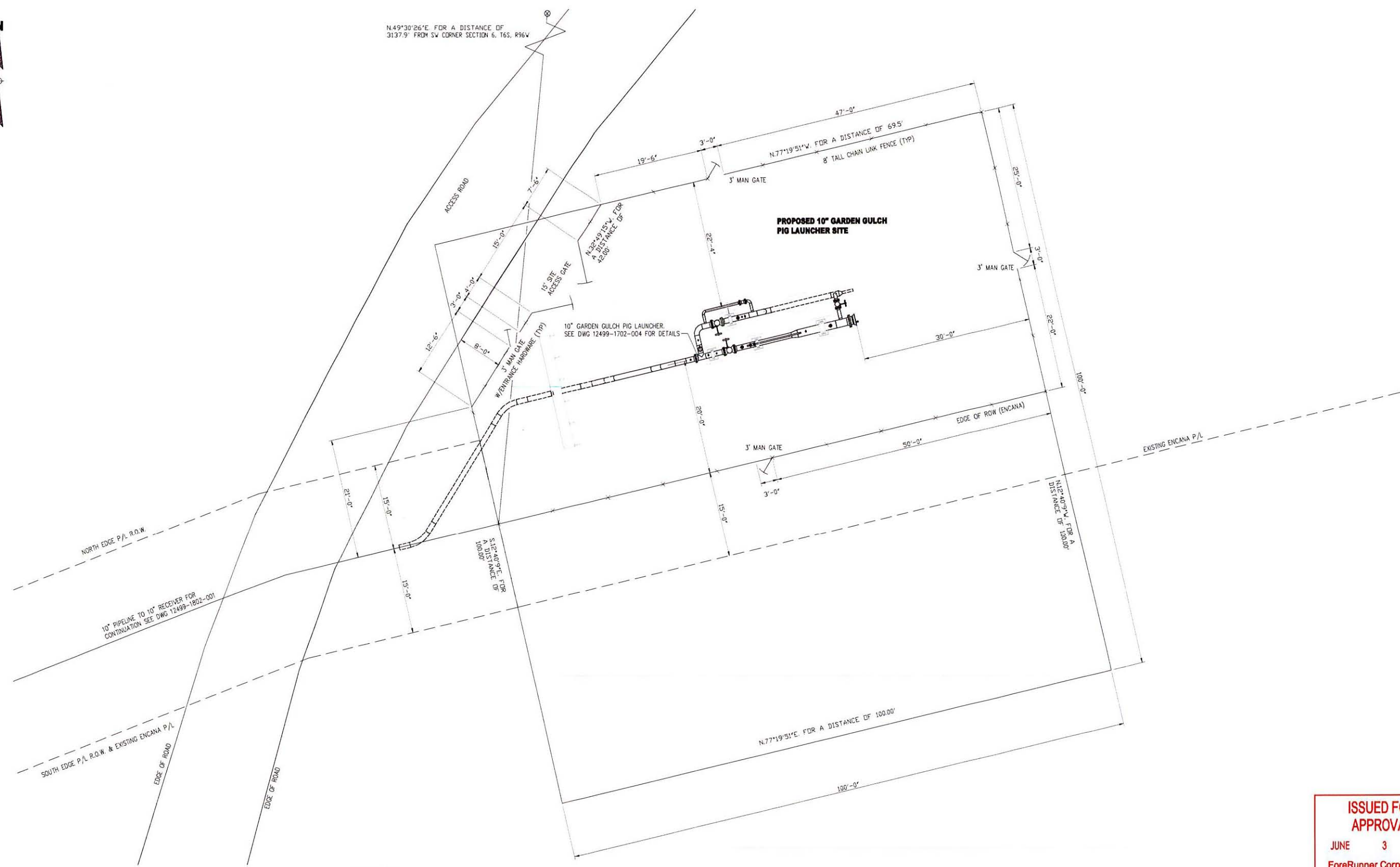
SCALE: AS NOTED DRAWING NUMBER: REV. P8
SHEET No. 2 OF 3 12499-1802-002
CAD FILE: 12499-1802-002

FORERUNNER CORPORATION

Printed by: D:\C1\1 Date: 1/7/2009 8:40 PM Drawing: Dwg94-dwg



N49°30'26"E FOR A DISTANCE OF 3137.9' FROM SW CORNER SECTION 6, T6S, R96W



**PROPOSED 10" GARDEN GULCH
PIG LAUNCHER SITE**

10" GARDEN GULCH PIG LAUNCHER.
SEE DWG 12499-1702-004 FOR DETAILS

SITE PLAN
SCALE: 1 1/2"=1'-0"

**ISSUED FOR
APPROVAL**
JUNE 3 2009
ForeRunner Corporation

GENERAL NOTES

REFERENCE DRAWINGS

ENGINEERING RECORD

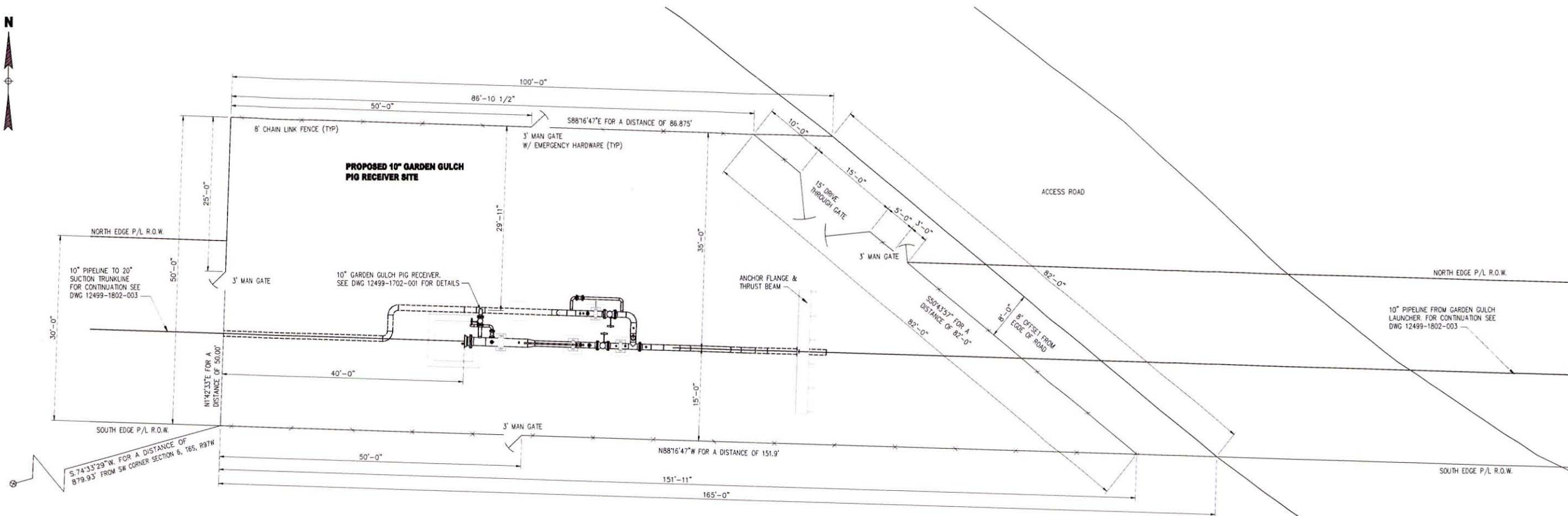
DWG. NO.	DESCRIPTION	PROJ. ID #	PROJECT ENGINEER
12499-1802-001	10" GARDEN GULCH LATERAL LINE ALIGNMENT	12499-A	GT
12499-1702-004	10" LAUNCHER PIPING PLAN		

NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR APPROVAL	06/03/09 / NBH

**P-13436 JACKRABBIT GATHERING SYSTEM
10" GARDEN GULCH LATERAL
LAUNCHER SITE PLAN**

SCALE: 1 1/2"=1'-0"
SHEET No. 12499-1702-100
CAD FILE: 12499-1702-100.dwg

DRAWING NUMBER REV.
12499-1702-100 A



SITE PLAN
SCALE: 1 1/2"=1'-0"

ISSUED FOR APPROVAL
 JUNE 3 2009
 ForeRunner Corporation

GENERAL NOTES

REFERENCE DRAWINGS

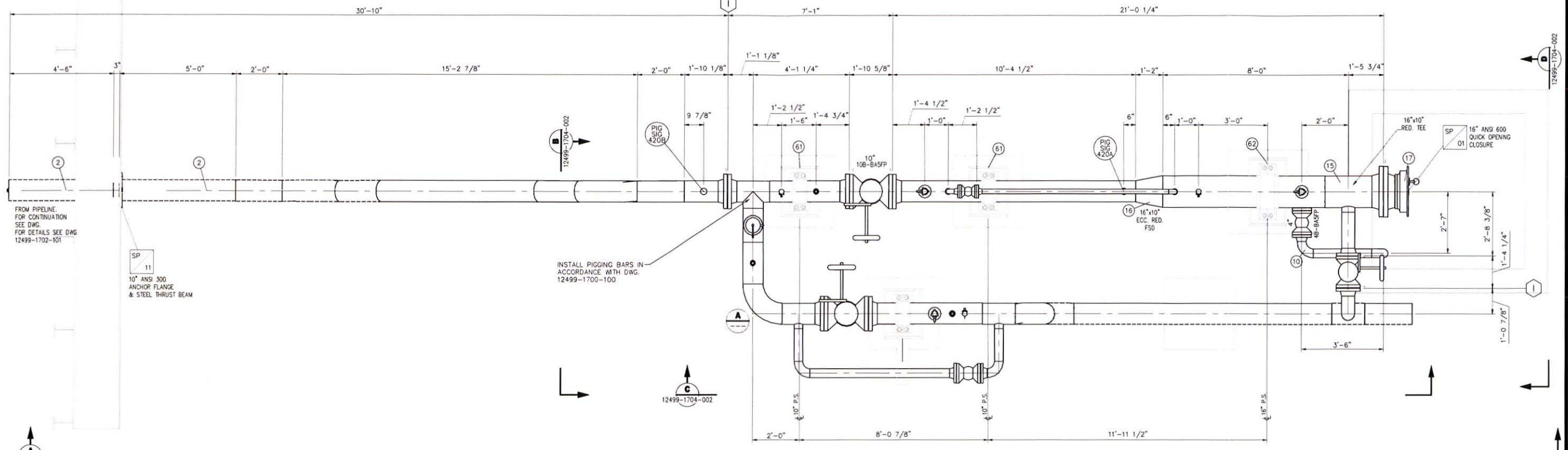
ENGINEERING RECORD

DWG. NO.	DESCRIPTION	PROJ. ID #	PROJECT ENGINEER
12499-1702-001	10" PIG RECEIVER PIPING PLAN	12499-A	GT
12499-1802-003	10" GARDEN GULCH LATERAL LINE ALIGNMENT	FRC	SECTION: 1
		NBH	TOWNSHIP: 6S RANGE: 97W
			COUNTY/STATE: GARFIELD, CO
			LINE/AREA:

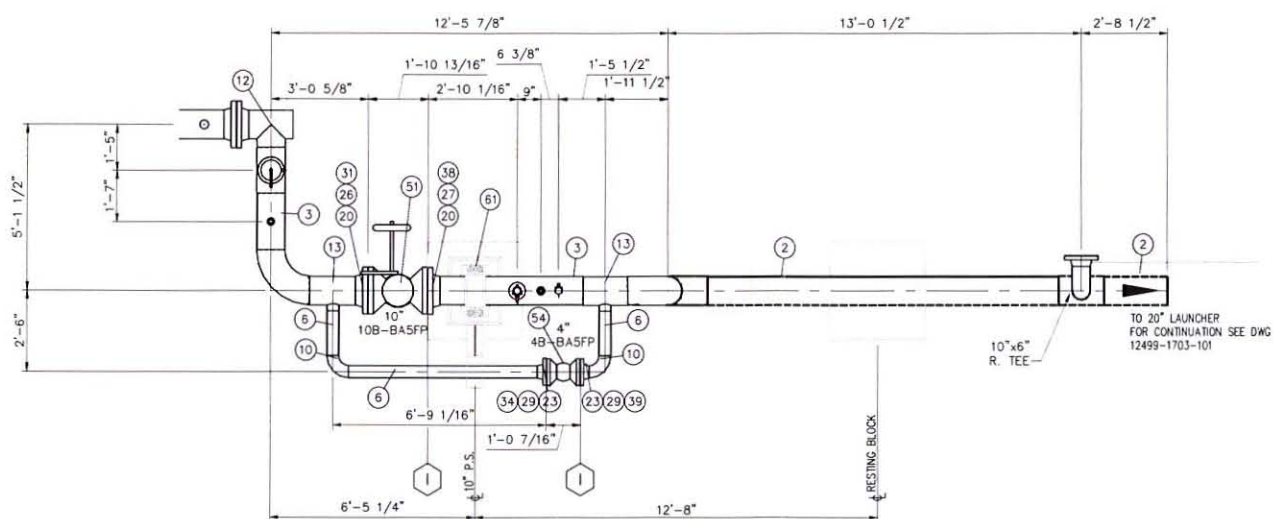
REVISIONS		
NO.	DESCRIPTION	DATE / BY
A	ISSUED FOR REVIEW	04/15/09 / NBH
B	ISSUED FOR APPROVAL	06/03/09 / NBH

**P-13436 JACKRABBIT GATHERING SYSTEM
10" GARDEN GULCH
RECEIVER SITE PLAN**

SCALE: 1 1/2"=1'-0" DRAWING NUMBER: 12499-1702-101 REV. B
SHEET No. CAD FILE: 12499-1702-101.dwg



PLAN
SCALE: 1/2" = 1'-0"



DETAIL
SCALE: 3/8" = 1'-0"

ISSUED FOR CONSTRUCTION
 MAY 29 2009
 ForeRunner Corporation

NOTES:

1.

REFERENCE DRAWINGS		REVISIONS				ENGINEERING RECORD	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE	CHK	DATE
12499-1702-003	10" PIG RECEIVER 3D ISOMETRIC & BOM						
12499-1702-101	10" RECEIVER SITE PLAN						
12499-1700-100	PIPING DETAIL - BARRED PIGGING TEE						
12499-1702-002	10" PIG RECEIVER PIPING SECTIONS & DETAILS	0	ISSUED FOR CONSTRUCTION	SJB	05/29/09	GPT	05/29/09

PROCESS	DATE
DRAWN	SJB 05/29/09
CHECKED	
CLIENT	
PROJECT MGMT.	
MECHANICAL	GPT 05/29/09
STRUCTURAL	
ELECTRICAL	
I & C	

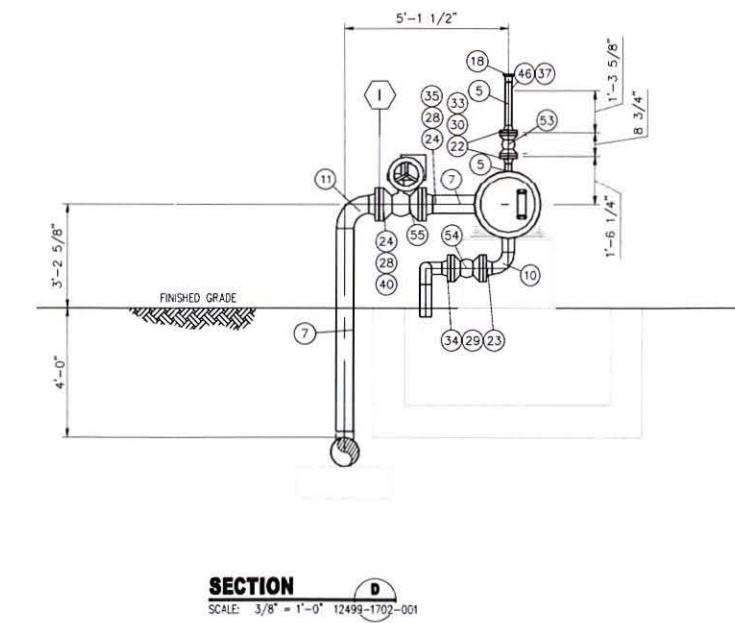
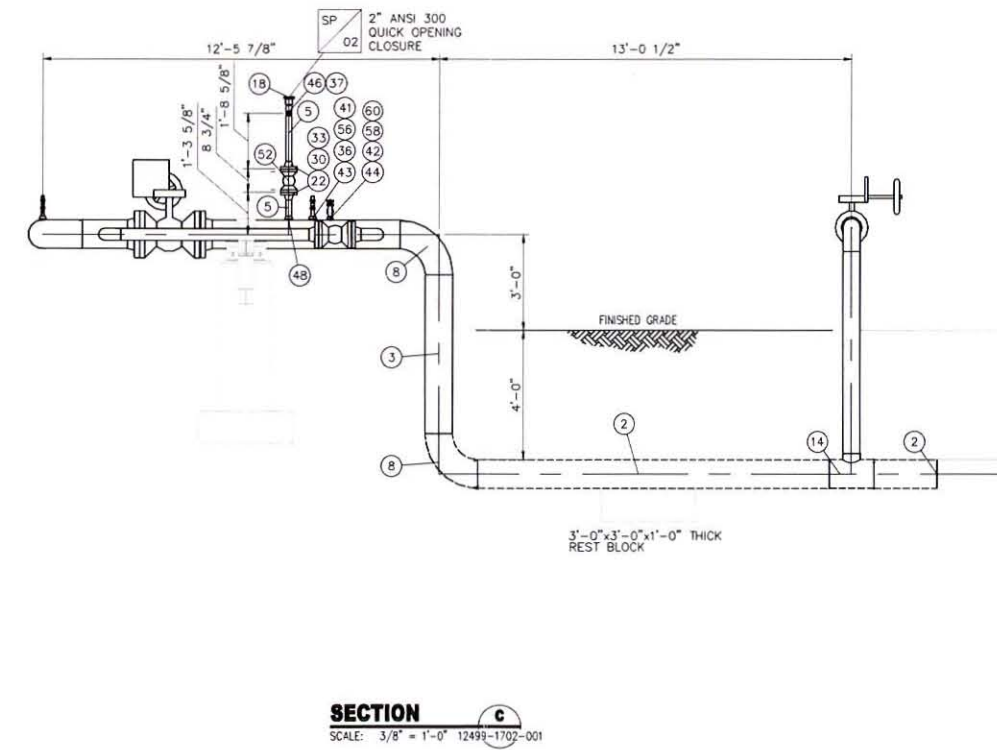
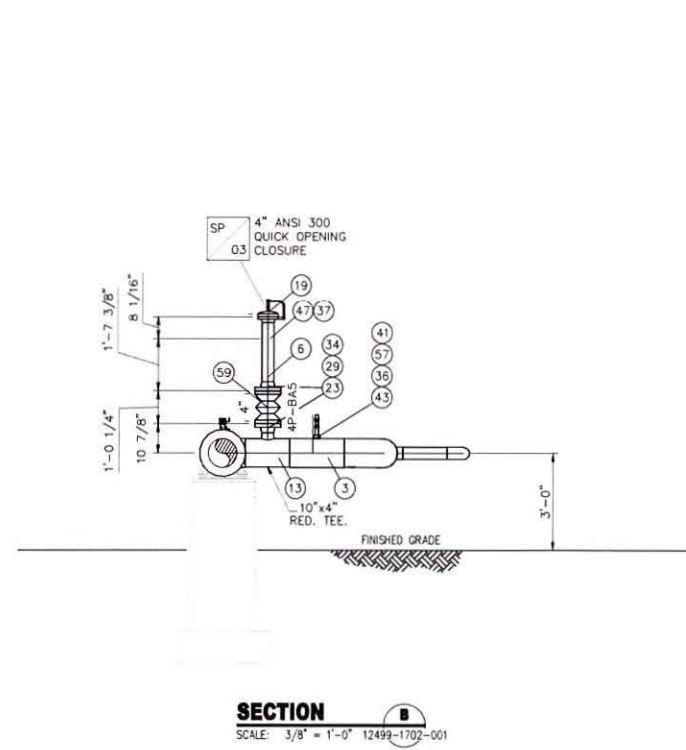
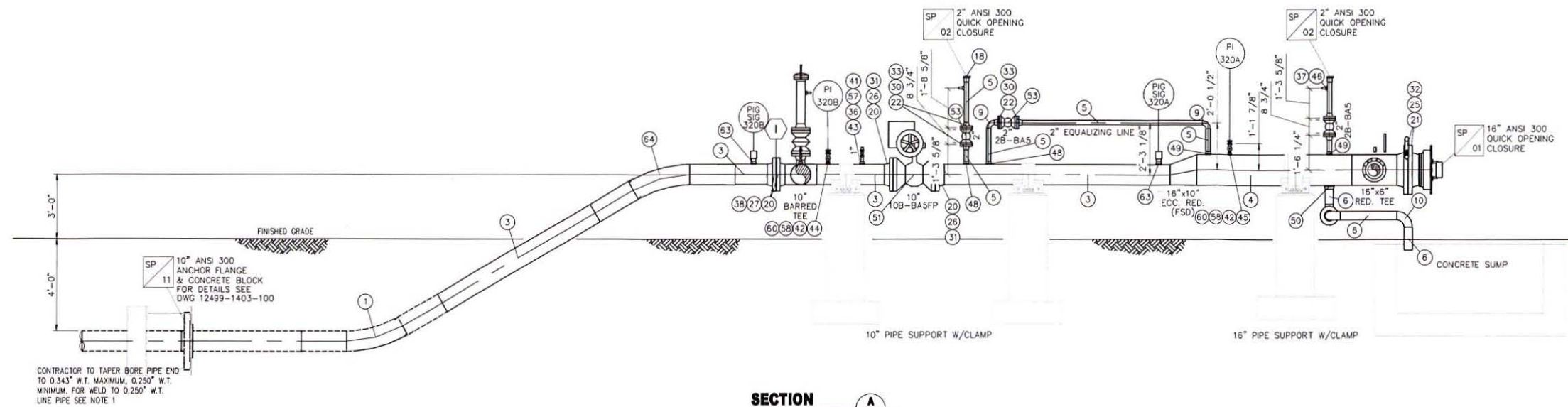

EPCO, INC.

**P-13436 JACKRABBIT GATHERING SYSTEM
 GARDEN GULCH LATERAL
 10" PIG RECEIVER
 PIPING PLAN**

SCALE	PROJ. NO.	CITY/COUNTY, STATE	DWG. NO.
AS NOTED	12499-A	GARFIELD CO., CO	12499-1702-001


FORE RUNNER
8900 S. WASHINGTON BLVD. #200
 LAWRSON, CO 80038
 303-988-0222

Plotted by: N.HUCKINS Date: 6/4/2009 10:27 AM Drawing: S:\Project Files\EPCCO\12499-A Marathon 20 LR P-13436\Drawings\02_10m Garden Gulch Lateral\1702 Piping\12499-1702-001 10m PIG RECEIVER PIPING PLAN.dwg



CONTRACTOR TO TAPER BORE PIPE END TO 0.343" W.T. MAXIMUM, 0.250" W.T. MINIMUM. FOR WELD TO 0.250" W.T. LINE PIPE SEE NOTE 1

ISSUED FOR CONSTRUCTION
MAY 29 2009
ForeRunner Corporation

NOTES:
1. TAPER BORE SHALL BE IN ACCORDANCE WITH ASME B31.8, APPENDIX I, PARAGRAPH 11.2(B)(2) AND SKETCH(B) OF FIGURE 15. WELDING SHALL BE IN ACCORDANCE WITH PARAGRAPH 11.1(C).

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
12499-1702-003	10" PIG RECEIVER 3D ISOMETRIC & BOM			DRAWN	SJB 05/29/09
				CHECKED	
				PROJECT MGMT.	
				PROCESS	
				MECHANICAL	GPT 05/29/09
				PIPING	
				STRUCTURAL	
				ELECTRICAL	
				I & C	

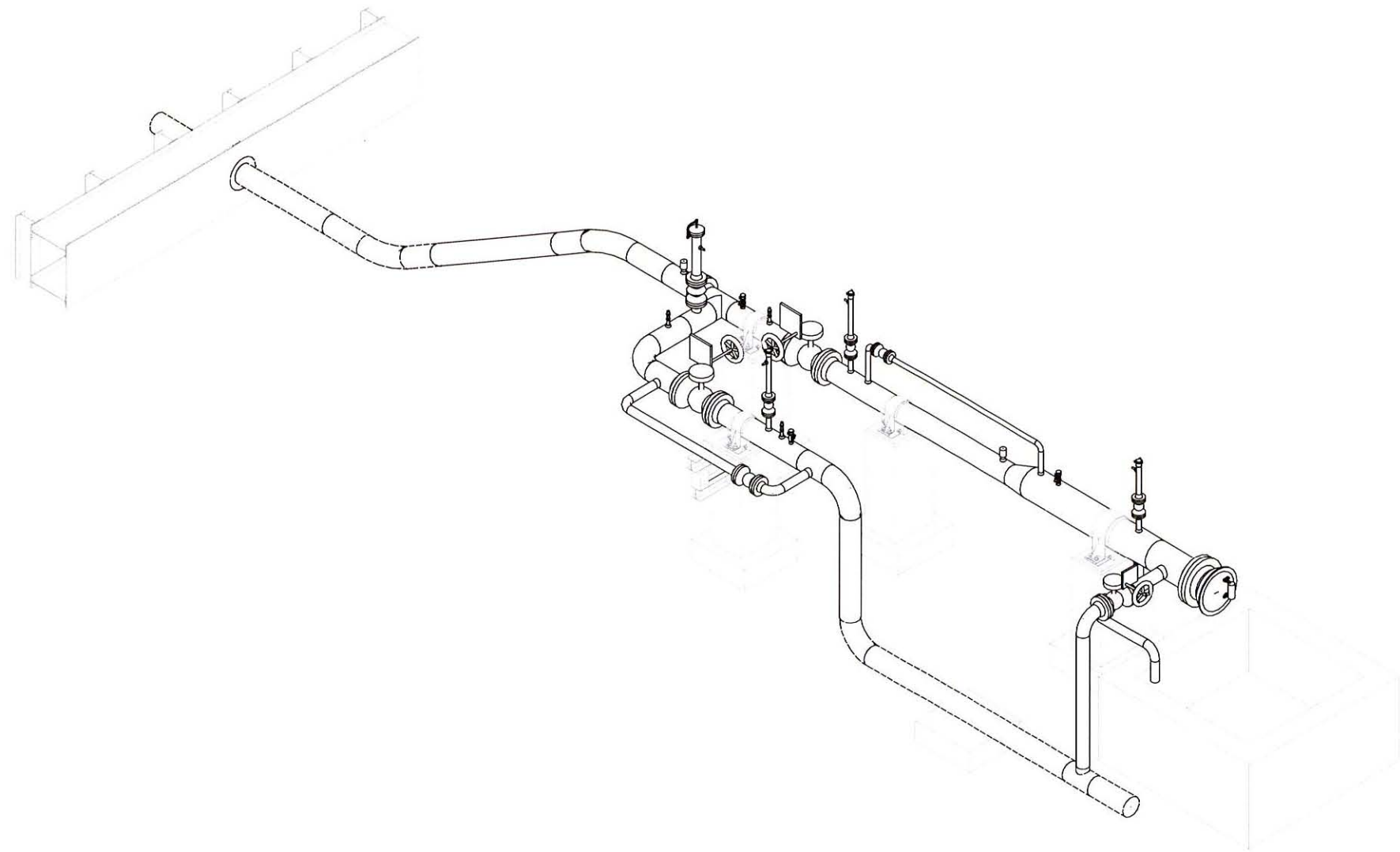
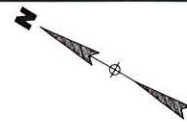
FORERUNNER
8800 S. WASHINGTON BLVD., # 800
LITTLETON, CO 80120
303.948.1818

EPCO, INC.
ENTERPRISE

**P-13436 JACKRABBIT GATHERING SYSTEM
GARDEN GULCH LATERAL
10" PIG RECEIVER
PIPING SECTIONS & DETAILS**

SCALE	INCH NO.	CITY/STATE	DWG. NO.	REV.
AS NOTED	12499-A	GARFIELD CO., CO	12499-1702-002	0

Plotted by: N.HUCKINS Date: 6/4/2009 10:27 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\02_10in Garden Gulch Lateral\1702 Piping\12499-1702-002 10in PIG RECEIVER PIPING ELEVATIONS & DETAILS.dwg



**ISSUED FOR
CONSTRUCTION**
 MAY 29 2009
 ForeRunner Corporation

MARK	QTY	SIZE	DESCRIPTION	LENGTH
1	1	10"	INDUCTION BEND, 30 DEG, CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE (COATED, 14-16 MILS, FBE) (2'-0" TANGENTS)	26'-5 11/16"
2	1	10"	PIPE, CS, SMLS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, GR. B, SMLS OR ERW, COATED, 14-16 MIL FBE	18'-1 1/8"
3	1	10"	PIPE, CS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, FBE	40'-10 5/8"
4	1	16"	PIPE, CS, STD (0.375"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, FBE	7'-0"
5	1	2"	PIPE, CS, XH (0.218"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	16'-8 5/8"
6	1	4"	PIPE, CS, STD (0.237"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	14'-8 7/16"
7	1	6"	PIPE, CS, STD (0.280"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PE	7'-6 3/8"
8	3	10"	ELL, 90° LR, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
9	2	2"	ELL, 90° LR, BW, CS, XH (0.218"), ASTM A-234, GR. WPB	
10	5	4"	ELL, 90° LR, BW, CS, STD (0.237"), ASTM A-234, GR. WPB	
11	1	6"	ELL, 90° LR, BW, CS, STD (0.280"), ASTM A-234, GR. WPB	
12	1	10"	TEE, FULL, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
13	3	10"x4"	TEE, RED, BW, CS, STD (0.365") x STD (0.237"), ASTM A-234, GR. WPB	
14	1	10"x6"	TEE, RED, BW, CS, STD (0.365") x STD (0.280"), ASTM A-234, GR. WPB	
15	1	16"x6"	TEE, RED, BW, CS, STD (0.375") x STD (0.280"), ASTM A-234, GR. WPB	
16	1	16"x10"	RED, ECC, BW, CS, STD (0.375") x STD (0.365"), ASTM A-234, GR. WPB	
17	1	16"	CLOSURE, HINGED, TDW, D2000, #19-3716-0600-52, (SP-01)	
18	3	2"	CLOSURE, CAP, YALE-#500V, BW, FS TWT XH W.T. GR. B PIPE, (SP-02)	
19	1	4"	CLOSURE, YALE, #500V, BW, ANSI 300, TWT STD WT GR. B PIPE (SP-03)	
20	6	10"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
21	2	16"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
22	8	2"	FLANGE, ANSI 300, RFWN, FS, XH BORE, ASTM A-105, B16.5	
23	6	4"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
24	2	6"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
25	1	1 1/4"	(20) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7 3/4"
26	4	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	6 1/2"
27	1	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7"
28	2	3/4"	(12) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	5-1/4"
29	5	3/4"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	4 3/4"
30	8	5/8"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	3 3/4"
31	3	10"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
32	1	16"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
33	8	2"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
34	4	4"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
35	1	6"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
36	3	1"	NIPPLE, CS, 160 (0.179"), ASTM A-106/A53 GR. B, SMLS TBE	4"
37	4	1/2"	PLEECO BLEED 1/2" NPT SS	3"
38	2	10"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
39	2	4"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
40	1	6"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
41	3	1"	PLUG, HEX SQUID, FS, THRD, ASTM A-105, CLASS 3000	
42	3	1/2"	PLUG, HEX SQUID, THRD, 316 SS, CLASS 3000	
43	3	10"x1"	THREDOLET, FS, ASTM A-105, CLASS 3000	
44	2	10"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
45	1	16"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
46	3	2"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
47	1	4"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
48	3	10"x2"	WELDLET, RUN STD (0.365") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. B31.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
49	2	16"x2"	WELDLET, RUN STD (0.375") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. B31.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
50	1	16"x4"	WELDLET, RUN STD (0.375") GR. B x BW BRANCH STD (0.237") GR. B, DESIGN PER ASME B31.8 PARA. B31.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
51	2	10"	VALVE, BALL, ANSI 300 RF, FULL PORT, TRUNNION, w/ WGO, API 6D, (10B-BA5FP)	1'-10 3/8"
52	1	2"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WRENCH, API 6D	8 1/2"
53	3	2"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WRENCH, API 6D, (2B-BA5FP)	8 1/2"
54	2	4"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (4B-BA5FP)	1'-0"
55	1	6"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (6B-BA5FP)	1'-3 7/8"
56	1	1"	VALVE, BALL, CLASS 1500, FS, THRD, FULL PORT, w/ WRENCH	2 3/16"
57	2	1"	VALVE, BALL, CLASS 1500, FS, THRD, FULL PORT, FLOATING w/ WRENCH, API 6D (2B-BA5FP)	2 3/16"
58	6	1/2"	VALVE, NEEDLE, 1/2" MNPT x 1/2" FNPT, ANDERSON GREENWOOD M9VDS-44, (1/2N-BB4)	15/16"
59	1	4"	VALVE, PLUG, ANSI 300 RFFE, CS BODY AND PLUG, REG. PATTERN BOLTED BONNET, LEVER OPERATOR, (4P-BA5)	1'-0"
60	3	3/4"x1/2"	VALVE, GAUGE TYPE, 3/4" MNPT x 1/2" FNPT, ANDERSON GREENWOOD M5 V5-46 (3/4N-BA4)	5 3/8"
61	3	10"	PIPE CLAMP W/STEEL SHIM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHIM BLOCK E-Z LINE FIG# CSB 16	
62	1	16"	PIPE CLAMP W/STEEL SHIM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHIM BLOCK E-Z LINE FIG# CSB 10	
63	2	10"x2"	PIG SIGNAL, TDW PIG SIG V, #04-3800-0000-51	
64	1	10"	INDUCTION BEND, 30 DEG, CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE	
65	1	10"	ANCHOR FLANGE, ANSI 300, WN, A-105 GR. B, B16.5, STD BORE, (0.365" W.T.), (SP-11)	

NOTES:
1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
12499-1702-001	10" PIG RECEIVER PIPING PLAN			DRAWN	SUB 05/29/09
12499-1702-002	10" PIG RECEIVER PIPING SECTIONS & DETAILS			CHECKED	
				CLIENT	
				PROJECT MGMT.	
				PROCESS	
				MECHANICAL	GPT 05/29/09
				PIPING	
				STRUCTURAL	
				ELECTRICAL	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE
12499-1702-002	10" PIG RECEIVER PIPING SECTIONS & DETAILS	0	ISSUED FOR CONSTRUCTION	SUB	05/29/09
				CHK	
				APPR	05/29/09
				DATE	
				DATE	

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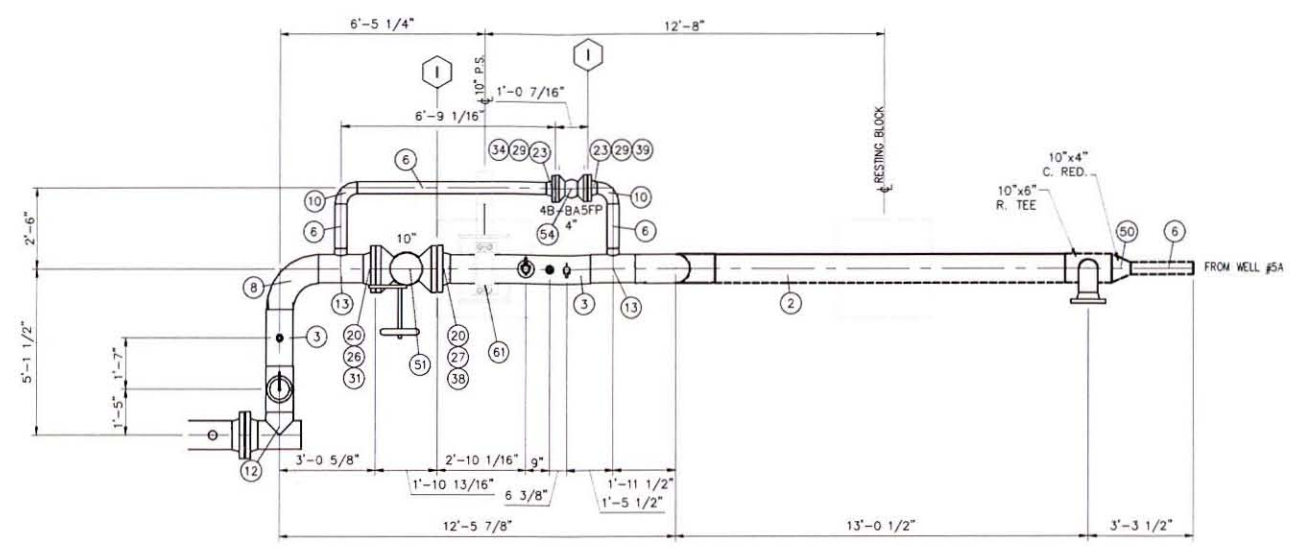
8900 N. MARATHON AVE. # 200
LAWRENCE, KS 66044
913-841-0222

EPCO, INC.

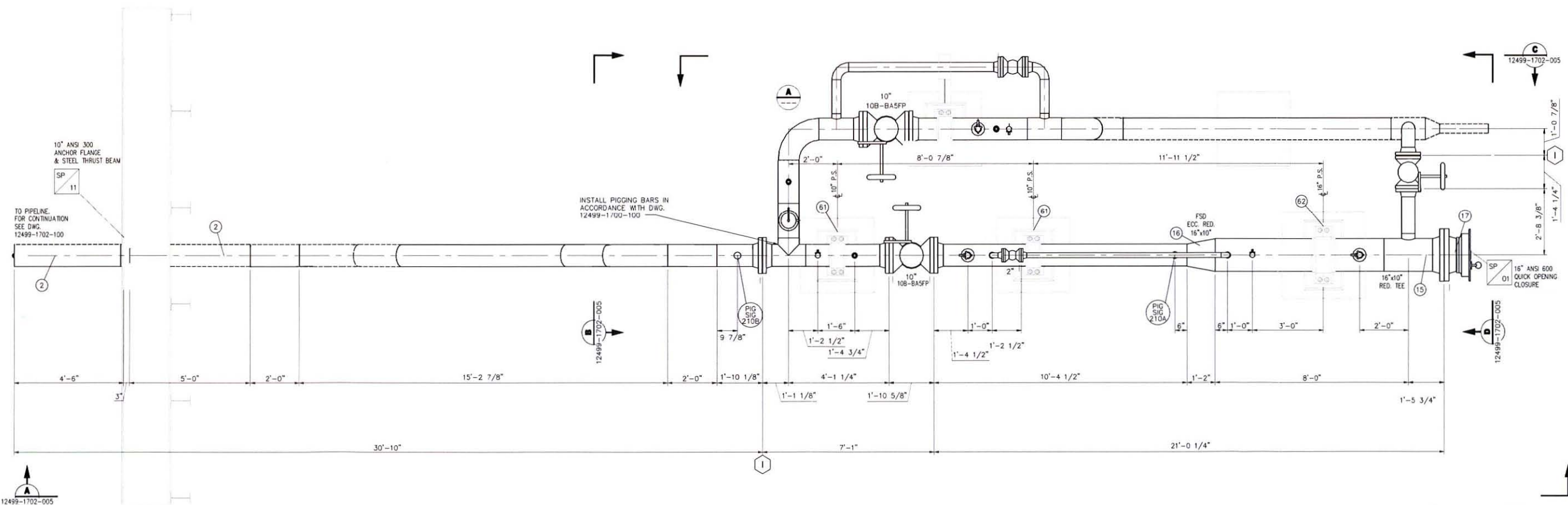
**P-13436 JACKRABBIT GATHERING SYSTEM
GARDEN GULCH LATERAL
10" PIG RECEIVER
3D ISOMETRIC**

SCALE	PROJ. NO.	CITY/COUNTY, STATE	DWG. NO.	REV.
3/16"=1'-0"	12499-A	GARFIELD CO., CO	12499-1702-003	0

Plotted by: N.HUCKINS Date: 6/4/2009 10:28 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436\Drawings\02_10in Garden Gulch Lateral\1702_003-003 10in PIG RECEIVER PIPING ISO.dwg



DETAIL
SCALE: 3/8" = 1'-0"



PLAN
SCALE: 1/2" = 1'-0"

ISSUED FOR CONSTRUCTION
JUNE 05 2009
ForeRunner Corporation

NOTES:

1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
DWG. NO.	TITLE	REV.	DESCRIPTION	BY	DATE
12499-1702-006	10" PIG LAUNCHER 3D ISOMETRIC & BOM				
12499-1702-100	10" LAUNCHER SITE PLAN				
12499-1700-100	PIPING DETAIL - BARRED PIGGING TEE	1	ISSUED FOR CONSTRUCTION	NBH	06/05/09
12499-1702-005	10" PIG LAUNCHER PIPING SECTIONS & DETAILS	0	ISSUED FOR CONSTRUCTION	SJB	05/29/09

FUNCTION	DATE
DRAWN	SJB 05/29/09
CHECKED	
CLIENT	
PROJECT MGMT.	
PROCESS	
MECHANICAL	GPT 05/29/09
PIPING	
STRUCTURAL	GPT 06/05/09
ELECTRICAL	GPT 05/29/09
I & C	

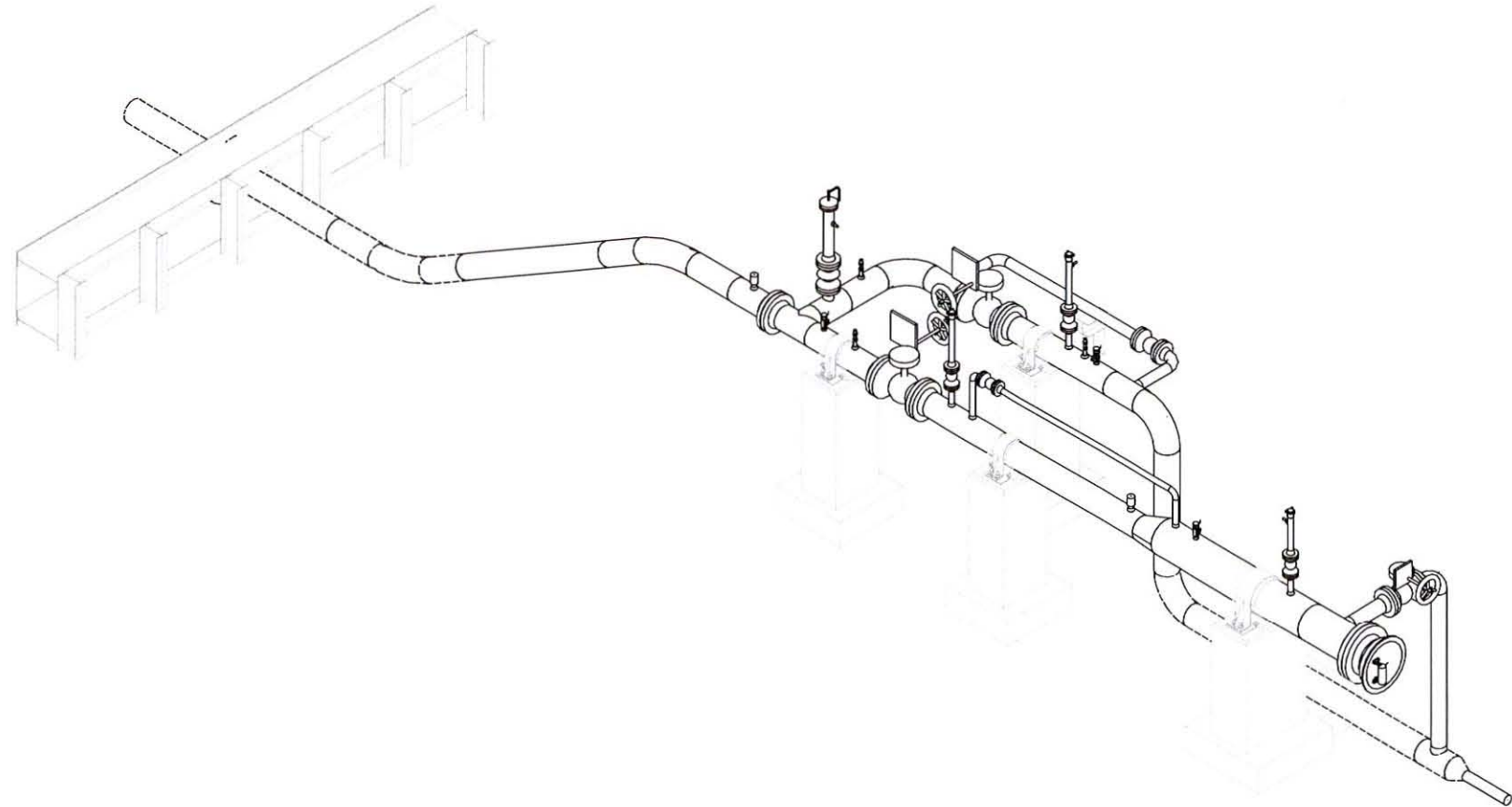
ENTERPRISE
EPCO, INC.

**P-13436 JACKRABBIT GATHERING SYSTEM
GARDEN GULCH LATERAL
10" PIG LAUNCHER
PIPING PLAN**

FORERUNNER
3900 S. WASHINGTON BLVD. # 800
LAWRENCE, CO 62529
303-886-0222

SCALE	AS NOTED	PROJ. NO.	12499-A	CITY/COUNTY, STATE	GARFIELD CO., CO	DWG. NO.	12499-1702-004	REV.	1
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Plotted by: N.HUCKINS Date: 6/5/2009 9:40 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR_P-13436 Drawings\02_10in Garden Gulch Lateral\1702 Piping\12499-1702-004 10in PIG LAUNCHER PIPING PLAN.dwg



ISSUED FOR REVIEW
 MAY 29 2009
 ForeRunner Corporation

MARK	QTY	SIZE	DESCRIPTION	LENGTH
1	1	10"	INDUCTION BEND, 30 DEG, CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE (COATED, 14-16 MILS. FBE) (2'-0" TANGENTS)	26'-5 11/16"
2	1	10"	PIPE, CS, SMLS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, GR. B, SMLS OR ERW, COATED, 14-16 MIL FBE	18'-1 1/8"
3	1	10"	PIPE, CS, STD (0.365"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PEB	40'-10 5/8"
4	1	16"	PIPE, CS, STD (0.375"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PEB	7'-0"
5	1	2"	PIPE, CS, XH (0.218"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	16'-8 5/8"
6	1	4"	PIPE, CS, STD (0.237"), ASTM A-106/A53/API 5L GR. B, SMLS, PE	16'-8 7/16"
7	1	6"	PIPE, CS, STD (0.280"), ASTM A-106/A53/API 5L GR. B, SMLS OR ERW, PE	7'-6 3/8"
8	3	10"	ELL, 90° LR, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
9	2	2"	ELL, 90° LR, BW, CS, XH (0.218"), ASTM A-234, GR. WPB	
10	2	4"	ELL, 90° LR, BW, CS, STD (0.237"), ASTM A-234, GR. WPB	
11	1	6"	ELL, 90° LR, BW, CS, STD (0.280"), ASTM A-234, GR. WPB	
12	1	10"	TEE, FULL, BW, CS, STD (0.365"), ASTM A-234, GR. WPB	
13	3	10"x4"	TEE, RED, BW, CS, STD (0.365") x STD (0.237"), ASTM A-234, GR. WPB	
14	1	10"x6"	TEE, RED, BW, CS, STD (0.365") x STD (0.280"), ASTM A-234, GR. WPB	
15	1	16"x6"	TEE, RED, BW, CS, STD (0.375") x STD (0.280"), ASTM A-234, GR. WPB	
16	1	16"x10"	TEE, RED, BW, CS, STD (0.375") x STD (0.365"), ASTM A-234, GR. WPB	
17	1	16"	CLOSURE, HINGED, TDW, D2000, #19-3716-0600-52, (SP-01)	
18	3	2"	CLOSURE, CAP, YALE-#500V, BW, FS TWT XH W.T. GR. B PIPE, (SP-02)	
19	1	4"	CLOSURE, YALE, #500V, BW, ANSI 300, TWT STD WT GR. B PIPE (SP-03)	
20	6	10"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
21	2	16"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
22	8	2"	FLANGE, ANSI 300, RFWN, FS, XH BORE, ASTM A-105, B16.5	
23	4	4"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
24	2	6"	FLANGE, ANSI 300, RFWN, FS, STD BORE, ASTM A-105, B16.5	
25	1	1 1/4"	(20) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7 3/4"
26	3	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	6 1/2"
27	2	1"	(16) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	7"
28	2	3/4"	(12) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	5-1/4"
29	4	3/4"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	4 3/4"
30	8	5/8"	(8) STUD, ASTM A-193, GR. B7, W/(2) HEX HD NUTS, ASTM A-194, GR. 2H	3 3/4"
31	3	10"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
32	1	16"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
33	8	2"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
34	3	4"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
35	1	6"	GASKET, 1/8" THK ANSI 300, SPIRAL WOUND, NON-ASBESTOS FILLER, B16.20, FLEXITALLIC TYPE CG	
36	3	1"	NIPPLE, CS, 160 (0.179"), ASTM A-106/A53 GR. B, SMLS TBE	4"
37	4	1/2"	PLEECCO BLEED 1/2" NPT SS	3"
38	2	10"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
39	1	4"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
40	1	6"	INSULATION GASKET SET, 0.308" THK, ANSI 300, PIKOTEK, (1) FULL LENGTH SLEEVE FOR EACH BOLT, (2) INSULATING WASHERS FOR EACH BOLT, (2) PLATED STEEL WASHERS FOR EACH BOLT	
41	3	1"	PLUG, HEX SOLID, FS, THRD, ASTM A-105, CLASS 3000	
42	3	1/2"	PLUG, HEX SOLID, THRD, 316 SS, CLASS 3000	
43	3	10"x1"	THREDOLET, FS, ASTM A-105, CLASS 3000	
44	2	10"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
45	1	16"x3/4"	THREDOLET, FS, ASTM A-105, CLASS 3000	
46	3	2"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
47	1	4"x1/2"	THREDOLET, FS, ASTM A-105, CLASS 3000	
48	3	10"x2"	WELDOLET, RUN STD (0.365") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. 831.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
49	2	16"x2"	WELDOLET, RUN STD (0.375") GR. B x BW BRANCH XH (0.218") GR. B, DESIGN PER ASME B31.8 PARA. 831.4, 500 MAOP, DESIGN FACTOR 0.6 FOR RUN AND BRANCH PIPE, MSS-SP-97	
50	1	10"x4"	RED, CONC, BW, CS, STD (0.365") x STD (0.237"), ASTM A-234, GR. WPB	
51	2	10"	VALVE, BALL, ANSI 300 RF, FULL PORT, TRUNNION, w/ WGO, API 6D, (10B-BASFP)	1'-10 3/8"
52			NOT USED	
53	3	2"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WRENCH, API 6D, (2B-BASFP)	8 1/2"
54	1	4"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (4B-BASFP)	1'-0"
55	1	6"	VALVE, BALL, ANSI 300 RF, FULL PORT, FLOATING, w/ WGO, API 6D, (6B-BASFP)	1'-3 7/8"
56			NOT USED	
57	3	1"	VALVE, BALL, CLASS 1500, FS, THRD, FULL PORT, FLOATING w/ WRENCH, API 6D (2B-BASFP)	2 3/16"
58	6	1/2"	VALVE, NEEDLE, 1/2" MNPT x 1/2" FNPT, ANDERSON GREENWOOD M9VDS-44, (1/2N-BB4)	15/16"
59	1	4"	VALVE, PLUG, ANSI 300 RFFE, CS BODY AND PLUG, REG. PATTERN BOLTED BONNET, LEVER OPERATOR, (4P-BAS)	1'-0"
60	3	3/4"x1/2"	VALVE, GAUGE TYPE, 3/4"MNPT x 1/2"FNPT, ANDERSON GREENWOOD M5 VIS-46 (3/4N-BB4)	5 3/8"
61	3	10"	PIPE CLAMP W/STEEL SHM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHM BLOCK E-Z LINE FIG# CSB 16	
62	1	16"	PIPE CLAMP W/STEEL SHM BLOCK, 1/8" THICK P.V.C. LINING INSIDE CLAMP & TOP OF SHM BLOCK E-Z LINE FIG# CSB 10	
63	2	10"x2"	PIG SIGNAL, TDW PIG SIG V, #04-3800-0000-51	
64	1	10"	INDUCTION BEND, 30 DEG, CS, SCH 20 (0.250"), API 5L, PSL2, GR. X52, SMLS OR ERW, PE	
65	1	10"	ANCHOR FLANGE, ANSI 300, WN, A-105 GR. B, B16.5, STD BORE, (0.365" W.T.), (SP-11)	

NOTES:
1.

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
12499-1702-004	10" PIG LAUNCHER PIPING PLAN			DRAWN	SJB 05/29/09
12499-1702-005	10" PIG LAUNCHER PIPING SECTIONS AND DETAILS			CHECKED	
				CLIENT	
				PROJECT MGMT	
				PROCESS	
				MECHANICAL	GPT 05/29/09
				PIPING	
				STRUCTURAL	
				ELECTRICAL	
				I & C	

FORE RUNNER
CORPORATION

3800 S. WASHINGTON AVE. #100
LAKESIDE, CO 80501
303.588.0000

EPCO, INC.

ENTERPRISE

**P-13436 JACKRABBIT GATHERING SYSTEM
GARDEN GULCH LATERAL
10" PIG LAUNCHER &
3D ISOMETRIC & BOM**

SCALE: 3/16"=1'-0"

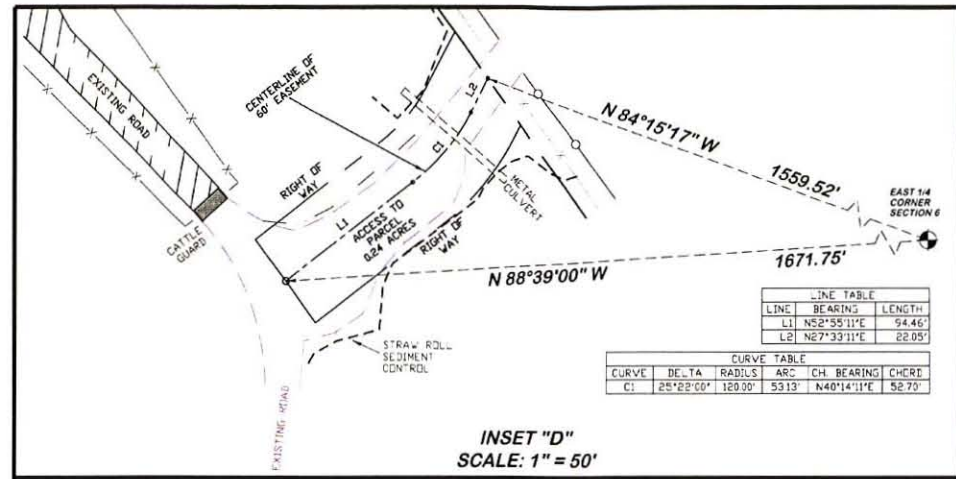
DWG NO: 12499-A

CITY/COUNTY, STATE: GARDEN CO., CO

DWG NO: 12499-1702-006

REV: 0

Plotted by: N.HUCKINS Date: 6/4/2009 10:30 AM Drawing: S:\Project Files\EPCO\12499-A Marathon 20 LR P-13436 Drawings\02_10in Garden Gulch Lateral\1702-006 10in PIG LAUNCHER PIPING ISO.dwg

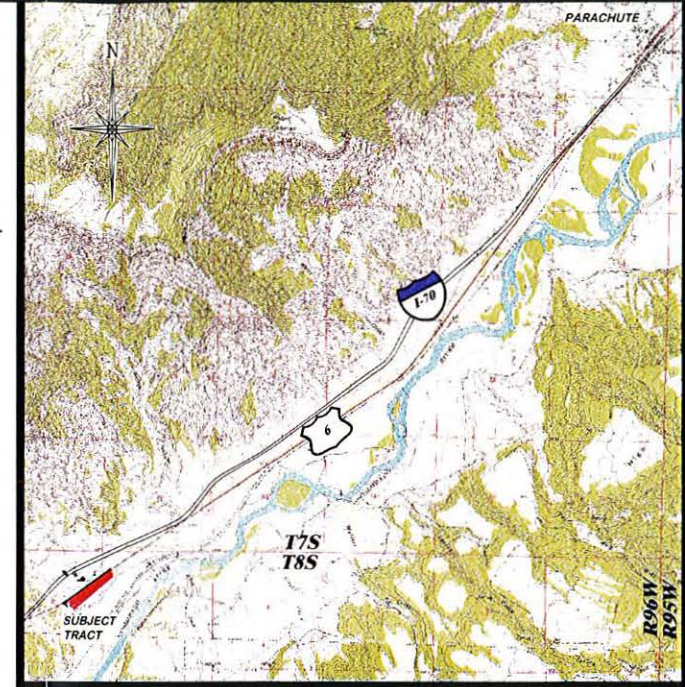


INSET "D"
SCALE: 1" = 50'

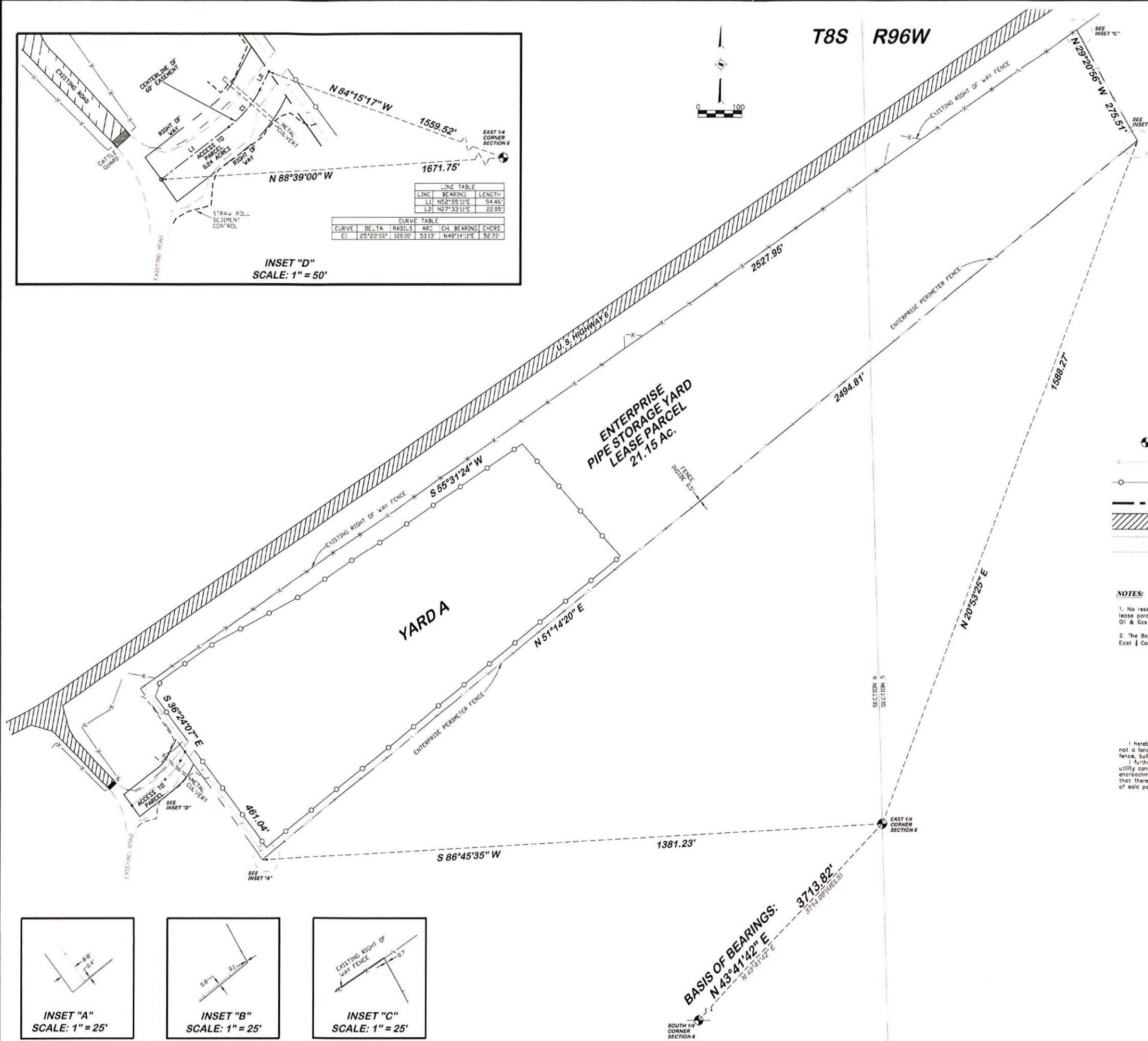
LINE TABLE				
LINE	BEARING	LENGTH		
L1	N 82°55'11"E	94.45'		
L2	N 67°33'11"E	22.05'		

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC CH. BEARING	CHORD
C1	24°12'00"	120.00'	N 40°14'11"E	52.70'

T8S R96W



VICINITY MAP
SCALE: 1" = 4000'



LEGEND

- FOUND 3-1/4" ALUMINUM CAP ON A 3" ALUMINUM POST SET BY THE B.L.M. IN 1987
- 4 STRAND BARB WIRE FENCE
- 7' CHAIN LINK FENCE WITH BARB WIRE
- LEASE LINE CALCULATED FROM EAST 1/4 CORNER OF SHOWN SECTION 6
- ASPHALT ROAD
- GRAVEL ROAD

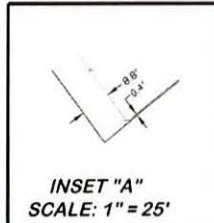
NOTES:

1. No research of County Clerk's records was made or provided with this survey. The description of the shown lease parcel and access was obtained from a plot prepared by Uintah Engineering and Land Surveying for Enconco Oil & Gas (USA) Inc., dated April 1, 2008 as File 48749.
2. The Basis of Bearings for this survey is referenced to the line from the South 1/4 Corner of Section 6 to the East 1/4 Corner of Section 6 as bearing N 43° 41' 42" E, monumented as shown hereon.

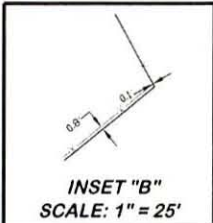
IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for Enterprise Products, Inc., that it is not a land survey plot or improvement survey plot, and that it is not to be relied upon for the establishment of fence, building, or other future improvements lines. I further certify that the improvements on the above described parcel on this date, April 10, 2009, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent visible evidence or sign of any above ground encroachment crossing or burdening any part of said parcel.

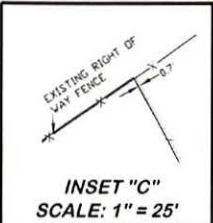
4/12/09
Robert C. Reiff
Colorado, PLS 37085



INSET "A"
SCALE: 1" = 25'



INSET "B"
SCALE: 1" = 25'



INSET "C"
SCALE: 1" = 25'

BASIS OF BEARINGS:
N 43° 41' 42" E
3713.82'
3714.89'(761.5)

DRG RIFFIN & ASSOCIATES, INC.
(307) 362-5028 1414 ELK ST., ROCK SPRINGS, WY 82901

**IMPROVEMENT LOCATION CERTIFICATE
FOR ENTERPRISE PRODUCTS, INC.
PIPE STORAGE LEASE PARCEL**

SITUATE IN
NW 1/4 OF SECTION 5 & NE 1/4 OF SECTION 6,
T. 8 S., R. 96 W., 6th P.M.
GARFIELD COUNTY, COLORADO

REVISED: NA DRAWN: 4/10/09 -RCR SCALE: 1" = 100'
DRG JOB No. 17293 EXHIBIT 1

Sec. 28

SE 1/4

ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 33, T7S, R96W, 6th P.M. WHICH BEARS S03°21'31"W 789.89' FROM THE NORTHEAST CORNER OF SAID SECTION 33, THENCE S81°40'14"W 17.80' TO A POINT IN THE NE 1/4 NE 1/4 OF SAID SECTION 33, WHICH BEARS S04°37'02"W 793.69' FROM THE NORTHEAST CORNER OF SAID SECTION 33. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.012 ACRES MORE OR LESS.

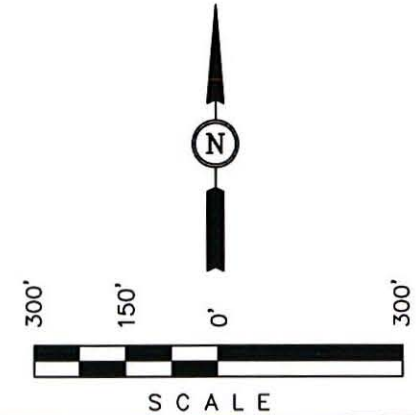
SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE NE 1/4 NE 1/4 OF SECTION 33, T7S, R96W, 6th P.M. WHICH BEARS S26°34'11"W 140.02' FROM THE NORTHEAST CORNER OF SAID SECTION 33, THENCE S00°06'31"W 751.66'; THENCE N89°55'02"W 530.51'; THENCE N00°06'16"E 397.83'; THENCE N56°23'26"E 637.84' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 7.000 ACRES MORE OR LESS.

NOTE:
 BEGINNING STA. 0+00 BEARS S03°21'31"W 789.89' FROM THE NORTHEAST CORNER OF SECTION 33, T7S, R96W, 6th P.M.
 ENDING STA. 0+17.80 BEARS S04°37'02"W 793.69' FROM THE NORTHEAST CORNER OF SECTION 33, T7S, R96W, 6th P.M.

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
SPECIALTY RESTAURANTS CORP. STOCKTON RESTAURANTS CORP.	17.80'	0.012	1.079

EnCana OIL & GAS (USA) INC.
LOCATION SURFACE USE AREA & ROAD RIGHT-OF-WAY ON FEE LANDS
 (For OFFICE & YARD SITE)
 LOCATED IN
 SECTION 33, T7S, R96W, 6th P.M.
 RIO BLANCO COUNTY, COLORADO



W.C. 3" Alum. Cap
 13" High, Stones
 Lat: 39.401303
 Long: 108.114508

N89°12'19"W - 2673.93' (Meas.)

1982 Alum. Cap
 1.4' Deep in
 Ground Steel Post,
 E-W Fenceline
 Lat: 39.401201
 Long: 108.105051

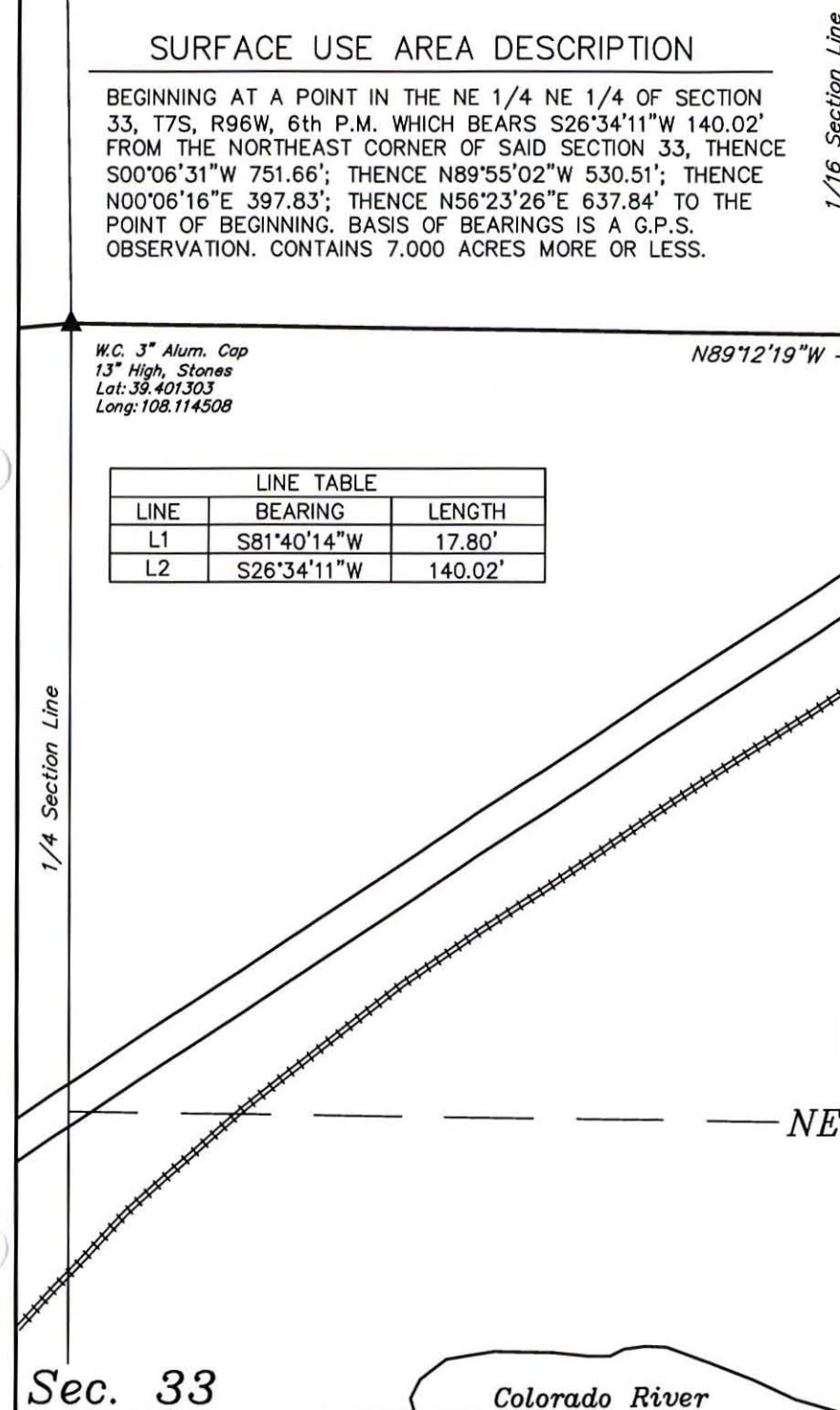
Section Line

S89°28'53"W - 2595.52' (Meas.)

S 1/4 Cor Sec 27
 1982 Brass Cap
 0.2' High, E-W
 Fenceline
 Lat: 39.401264
 Long: 108.095869

LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°40'14"W	17.80'
L2	S26°34'11"W	140.02'

1/4 Section Line



SURFACE USE AREA OFFICE & YARD SITE
 Contains 7.000 Acres

SPECIALTY RESTAURANTS CORP. & STOCKTON RESTAURANTS CORP.

SEE DETAIL @ RIGHT

END OF PROPOSED ROAD RIGHT-OF-WAY STA. 0+17.80 (At Edge of Surface Use Area)

BEGINNING OF PROPOSED ROAD RIGHT-OF-WAY STA. 0+00 (At Existing Road)

DETAIL NO SCALE

CERTIFICATE
 THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
ROBERT L. KAY
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 117492
 STATE OF COLORADO

BASIS OF BEARINGS
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

▲ = SECTION CORNERS LOCATED.

NORTH - (G.L.O.)

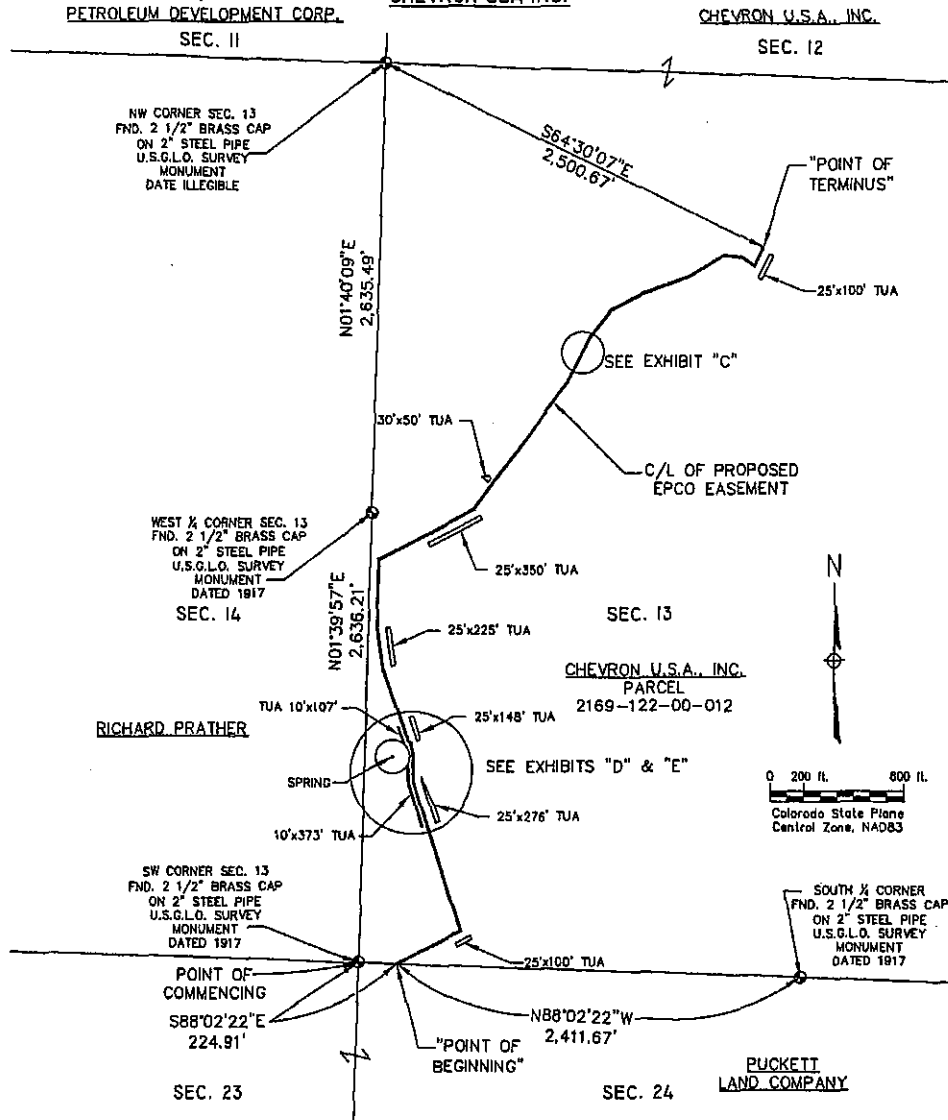
Sec. 33

Colorado River

UINTAH ENGINEERING & LAND SURVEYING
 85 SOUTH - 200 EAST • (435) 789-1017
 VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 04-15-08
PARTY B.H. G.O. D.R.B.	REFERENCES G.L.O. PLAT
WEATHER COLD	FILE 4 8 7 7 6

EXHIBIT "A"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
WEST HALF OF SECTION 13, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
CHEVRON USA INC.



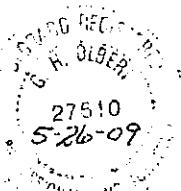
SEE ATTACHED RIGHT OF WAY DESCRIPTION WHICH BY THIS REFERENCE IS MADE HEREOF.

SURVEYOR'S STATEMENT:
 I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

- NOTE:**
- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE SOUTH LINE OF SAID SECTION 13 AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: N88°02'22\"W
 - 2) DATE FIELD SURVEY: 5/13/09
 - 3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
 - 4) SEE EXHIBIT "B" FOR EASEMENT DESCRIPTION.

NOTICE:
 ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION SHOWN HEREON.

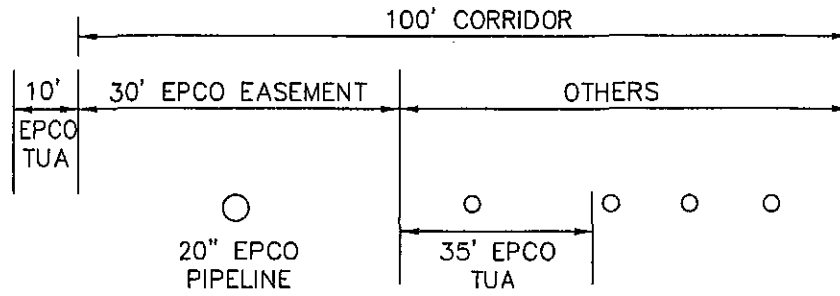
George Olbert
 GEORGE OLBERT
 P.L.S. #27610



NO. 12488-1807-800	DATE 5/26/09	ISSUED BY G. H. OLBERT
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EXHIBIT "C"
TYPICAL EASEMENT FOR EPCO PIPELINE



SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	BY	REV.	NO.
05/26/09	GO	1179-A	1
PROJECT		42489-1807-800	
SHEET		PAGE 2 OF 5	

EXHIBIT "B"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
WEST HALF OF SECTION 13, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
CHEVRON USA INC.

30' WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT

A 30' WIDE RIGHT-OF-WAY AND EASEMENT LYING WITHIN THE WEST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AS FOLLOWS:

COMMENCING AT A BRASS U.S.G.L.O. SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 88°02'22" EAST ALONG THE SOUTH LINE OF SECTION 13, FOR A DISTANCE OF 224.9 FEET; TO THE "POINT OF BEGINNING" OF SAID CENTERLINE;

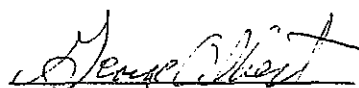
THENCE NORTH 63°03'14" EAST FOR A DISTANCE OF 419.73 FEET;
THENCE NORTH 17°32'52" WEST FOR A DISTANCE OF 914.76 FEET;
THENCE NORTH 1°38'19" WEST FOR A DISTANCE OF 165.19 FEET;
THENCE NORTH 10°00'47" WEST FOR A DISTANCE OF 69.96 FEET;
THENCE NORTH 54°41'13" WEST FOR A DISTANCE OF 19.09 FEET;
THENCE NORTH 19°16'35" WEST FOR A DISTANCE OF 447.25 FEET;
THENCE NORTH 8°27'40" WEST FOR A DISTANCE OF 243.48 FEET;
THENCE NORTH 1°40'04" EAST FOR A DISTANCE OF 401.57 FEET;
THENCE NORTH 62°30'39" EAST FOR A DISTANCE OF 837.64 FEET;
THENCE NORTH 37°04'19" EAST FOR A DISTANCE OF 927.30 FEET;
THENCE NORTH 26°22'07" EAST FOR A DISTANCE OF 304.08 FEET;
THENCE NORTH 37°48'55" EAST FOR A DISTANCE OF 196.84 FEET;
THENCE NORTH 63°00'41" EAST FOR A DISTANCE OF 197.82 FEET;
THENCE NORTH 69°54'18" EAST FOR A DISTANCE OF 304.10 FEET;
THENCE NORTH 58°55'29" EAST FOR A DISTANCE OF 249.47 FEET;
THENCE SOUTH 82°58'05" EAST FOR A DISTANCE OF 97.70 FEET;
THENCE SOUTH 59°04'07" EAST FOR A DISTANCE OF 101.20 FEET;
THENCE NORTH 25°45'34" EAST FOR A DISTANCE OF 119.52 FEET
TO THE "POINT OF TERMINUS";

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 174,501 SQUARE FEET OR 4.006 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 5,816.7 LINEAR FEET OR 352.5 RODS MORE OR LESS.

BASIS OF BEARING FOR THE ABOVE DESCRIBED RIGHT-OF-WAY AND EASEMENT IS NORTH 88°02'22" WEST ALONG THE SOUTH LINE OF SAID SECTION 13.

SURVEYOR'S STATEMENT:

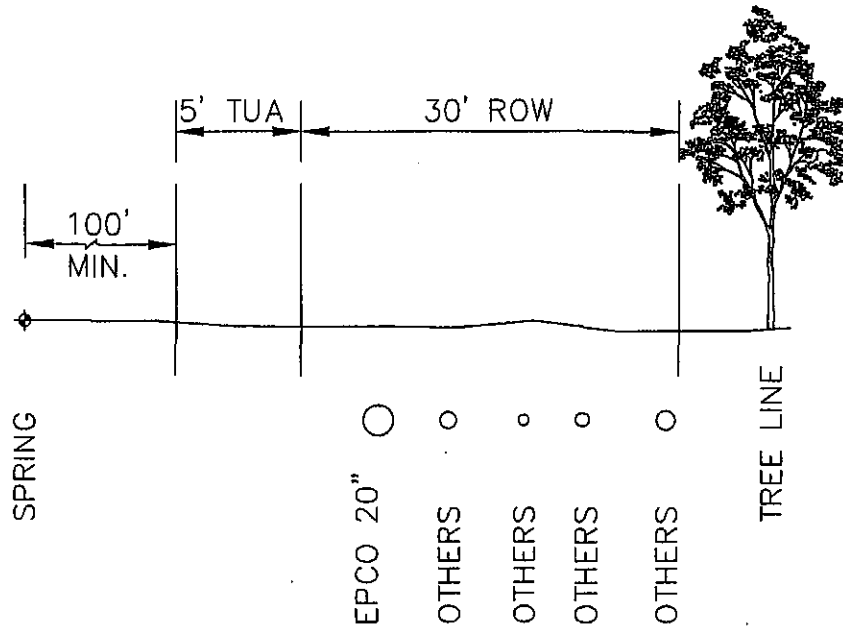
I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.


GEORGE OLBERT
P.L.S. #27610



DATE	FILE NO.	APP. NO.
05/26/09	12499-A	12499-1807-000
P.D.	12499-1807-000	PAGE 2 OF 3

EXHIBIT "D"
PINCH POINT EASEMENT FOR EPCO PIPELINE



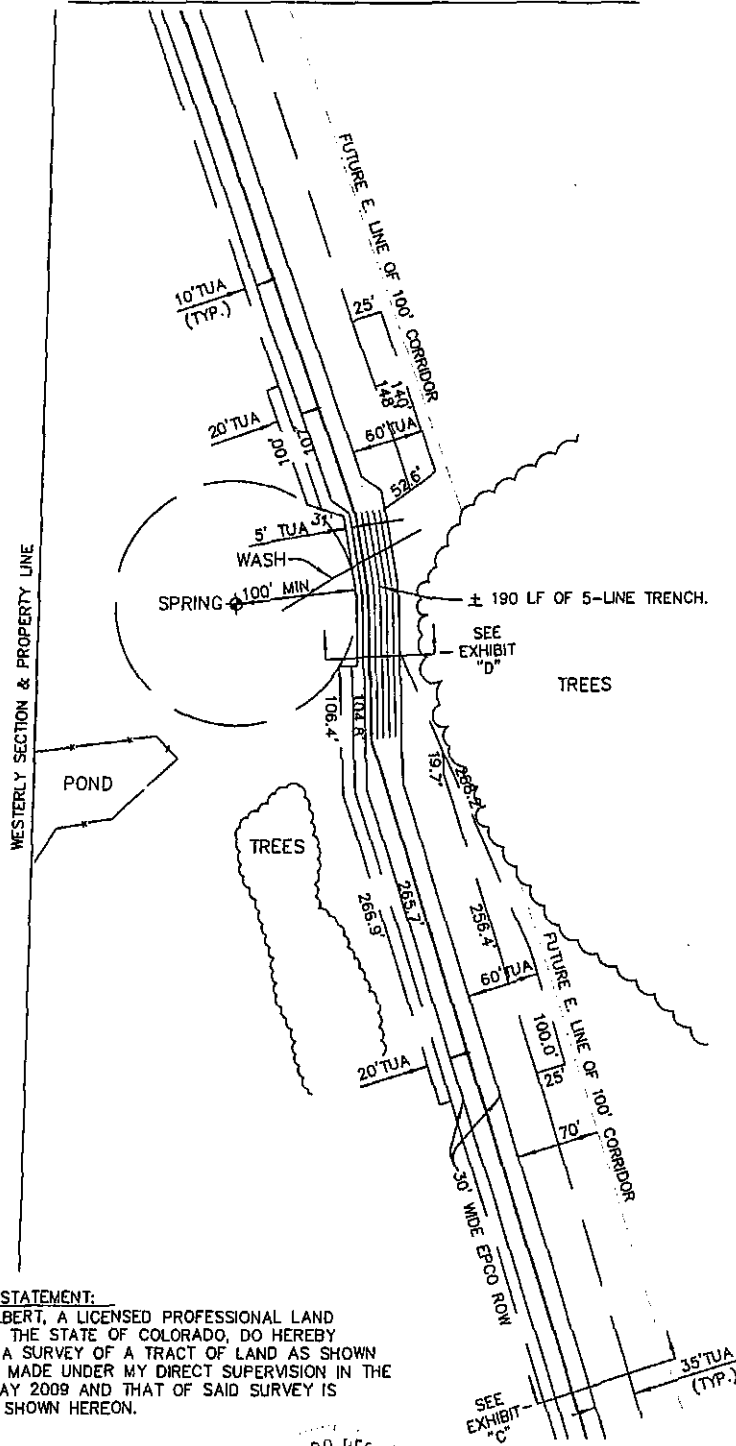
SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



EXHIBIT "E"
DETAIL OF PINCH POINT TO AVOID SPRING & ASPEN GROVE



SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

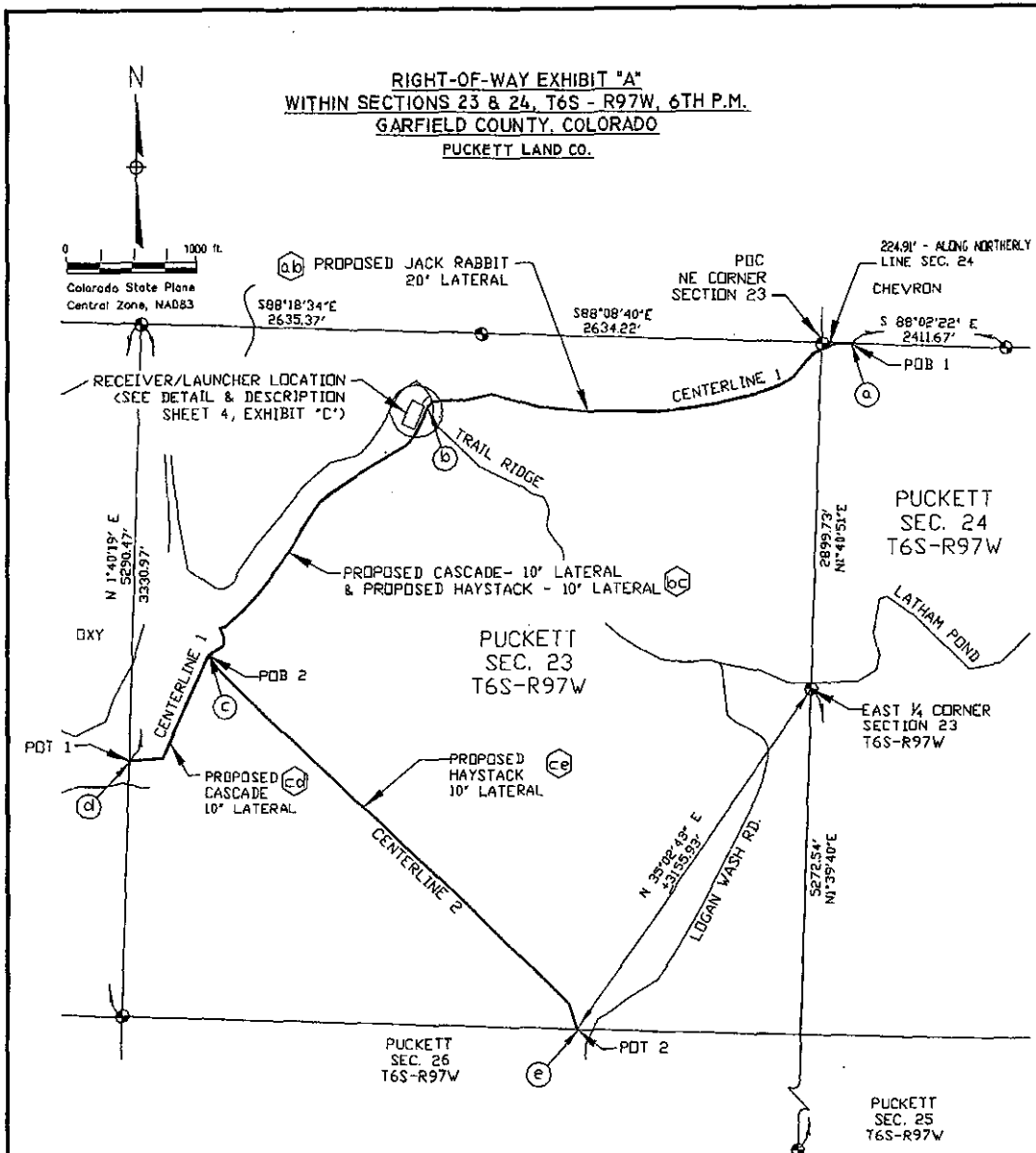
George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	FILE NO.	DATE	FILE NO.
1/26/09	12409-1607-800	12/19/07	12409-1607-800



RIGHT-OF-WAY EXHIBIT "A"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.



- LEGEND:**
- = PIPELINE SEGMENT DETAIL REFERENCE END POINT
 - ⬡ = PIPELINE SEGMENT DETAIL REFERENCE (SEE SHEET 3)
 - ⊕ = FOUND 2 1/2" BRASS CAP U.S.G.L.D. SURVEY MONUMENT
 - CL = CENTERLINE
 - PL = PIPELINE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCING
 - POT = POINT OF TERMINUS
 - ROW = RIGHT-OF-WAY
 - TUA = TEMPORARY USE AREA

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: S 88°02'22" E
- 2) DATE FIELD SURVEY: 1/30/09; DATE LAST FIELD REVIEW: 1/30/09.
- 3) SURVEY DATUM SHOWN HEREON IS BASED ON GPS SURVEY SET TO COLORADO CENTRAL STATE PLANE COORDINATES AT GRID ELEVATION.
- 4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
- 5) SEE SHEET 2 OF 4 FOR RIGHT-OF-WAY DESCRIPTION ATTACHED WHICH BY THIS REFERENCE IS MADE HEREOF.
- 6) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION



DATE SHOWN	DATE	DWG. NO.	
12-18-09	12-18-09-A	12499-1805-803	2
SHEET 3 OF 4			

RIGHT-OF-WAY EXHIBIT "B-1"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE DESCRIPTION OF A 50.00 FOOT WIDE RIGHT-OF-WAY AND EASEMENT

CENTERLINE DESCRIPTION FOR A FIFTY (50.00) FOOT WIDE RIGHT-OF-WAY AND EASEMENT WITHIN SECTIONS 23 & 24, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS AS FOLLOWS:

CENTERLINE 1:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID CORNER BEING MARKED WITH A U.S. G.L.O. SURVEY MONUMENT, DATED 1917;

THENCE SOUTH 88°02'22" EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 24, FOR A DISTANCE OF 224.91 FEET TO "POINT OF BEGINNING 1" OF SAID CENTERLINE;

THENCE SOUTH 89°04'11" WEST FOR A DISTANCE OF 120.84';
 THENCE SOUTH 70°16'13" WEST FOR A DISTANCE OF 111.92';
 THENCE SOUTH 64°28'22" WEST FOR A DISTANCE OF 70.71';
 THENCE SOUTH 43°03'08" WEST FOR A DISTANCE OF 77.51';
 THENCE SOUTH 39°23'59" WEST FOR A DISTANCE OF 170.62';
 THENCE SOUTH 59°57'14" WEST FOR A DISTANCE OF 124.95';
 THENCE SOUTH 70°10'28" WEST FOR A DISTANCE OF 135.19';
 THENCE SOUTH 76°08'35" WEST FOR A DISTANCE OF 390.54';
 THENCE SOUTH 81°30'53" WEST FOR A DISTANCE OF 231.98';
 THENCE SOUTH 87°14'52" WEST FOR A DISTANCE OF 238.04';
 THENCE NORTH 89°39'20" WEST FOR A DISTANCE OF 494.55';
 THENCE NORTH 85°37'00" WEST FOR A DISTANCE OF 386.46';
 THENCE NORTH 74°15'02" WEST FOR A DISTANCE OF 376.80';
 THENCE SOUTH 77°51'05" WEST FOR A DISTANCE OF 203.61';
 THENCE SOUTH 88°21'14" WEST FOR A DISTANCE OF 249.02';
 THENCE SOUTH 56°33'20" WEST FOR A DISTANCE OF 32.46';
 THENCE SOUTH 36°38'40" WEST FOR A DISTANCE OF 38.82';
 THENCE SOUTH 25°48'44" WEST FOR A DISTANCE OF 238.96';
 THENCE SOUTH 31°37'26" WEST FOR A DISTANCE OF 65.89';
 THENCE SOUTH 52°59'25" WEST FOR A DISTANCE OF 41.51';
 THENCE SOUTH 58°31'07" WEST FOR A DISTANCE OF 267.22';
 THENCE SOUTH 57°17'45" WEST FOR A DISTANCE OF 413.51';
 THENCE SOUTH 49°58'57" WEST FOR A DISTANCE OF 93.57';
 THENCE SOUTH 34°46'14" WEST FOR A DISTANCE OF 101.64';
 THENCE SOUTH 32°09'05" WEST FOR A DISTANCE OF 148.53';
 THENCE SOUTH 29°12'37" WEST FOR A DISTANCE OF 135.63';
 THENCE SOUTH 31°59'18" WEST FOR A DISTANCE OF 65.60';
 THENCE SOUTH 37°52'28" WEST FOR A DISTANCE OF 304.12';
 THENCE SOUTH 38°54'53" WEST FOR A DISTANCE OF 92.80';
 THENCE SOUTH 43°34'19" WEST FOR A DISTANCE OF 167.11';
 THENCE SOUTH 48°28'32" WEST FOR A DISTANCE OF 183.00';
 THENCE SOUTH 68°19'02" WEST FOR A DISTANCE OF 48.50';
 THENCE SOUTH 21°40'58" EAST FOR A DISTANCE OF 77.54';
 THENCE SOUTH 4°58'11" WEST FOR A DISTANCE OF 61.71';
 THENCE SOUTH 57°43'11" WEST FOR A DISTANCE OF 142.62' TO A POINT, SAID POINT BEING "POINT OF BEGINNING 2";
 THENCE CONTINUING SOUTH 57°43'11" WEST FOR A DISTANCE OF 4.66';
 THENCE SOUTH 24°51'21" WEST FOR A DISTANCE OF 855.85';
 THENCE SOUTH 84°33'13" WEST FOR A DISTANCE OF 256.10'
 MORE OR LESS TO "POINT OF TERMINUS 1";

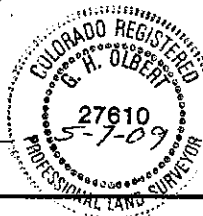
CENTERLINE 1 PARCEL OF LAND, CONTAINING 361,008 SQUARE FEET OR 8.3 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 7,220.16 FEET OR 437.6 RODS MORE OR LESS.

AND (CENTERLINE 2 - SEE SHEET 3 ATTACHED AND A PART OF THIS DESCRIPTION)

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 4). BEARS: S 88°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/09; DATE LAST FIELD REVIEW: 1/30/09.



DATE	FIG. NO.	FIG. NO.
12499-A	12499-A	12499-1805-803
DATE	DATE	DATE
7-6-09	7-6-09	7-6-09
SHEET 2 OF 4		

RIGHT-OF-WAY EXHIBIT "B-2"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.,
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE 2 (CONTINUED FROM "RIGHT-OF-WAY EXHIBIT B-1, SHEET 2):

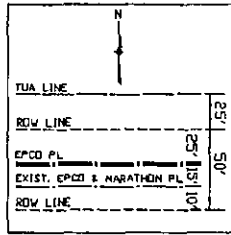
COMMENCING AT SAID "POINT OF BEGINNING 2" (SEE SHEET 2 ATTACHED AND BEING A PART OF THIS DESCRIPTION);

CENTERLINE 2:

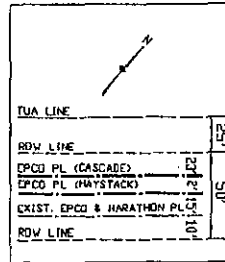
THENCE SOUTH 39°02'05" EAST FOR A DISTANCE OF 112.50';
 THENCE SOUTH 43°51'56" EAST FOR A DISTANCE OF 159.37';
 THENCE SOUTH 48°58'36" EAST FOR A DISTANCE OF 2813.01';
 THENCE SOUTH 46°01'57" EAST FOR A DISTANCE OF 714.64';
 THENCE SOUTH 42°26'51" EAST FOR A DISTANCE OF 58.81';
 THENCE SOUTH 18°48'24" EAST FOR A DISTANCE OF 202.81'
 MORE OR LESS TO THE SOUTHERLY LINE OF SAID SECTION 23,
 SAID POINT BEING THE "POINT OF TERMINUS";

CENTERLINE 2 PARCEL OF LAND, CONTAINING 201,603 SQUARE FEET OR 4.6 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 4,061.15 FEET OR 246.1 RODS MORE OR LESS.

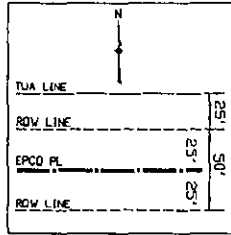
TOTAL COMBINED CENTERLINE 1 AND 2 EASEMENT, CONTAINING 562,611 SQUARE FEET OR 12.9 ACRES MORE OR LESS, HAVING A TOTAL CENTERLINE LENGTH OF 11,281.31 FEET OR 683.7 RODS MORE OR LESS.



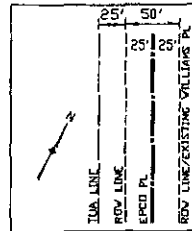
(a,b) TYPICAL OFFSET DETAIL
 ('ab' = 3454.02 LF)



(b,c) TYPICAL OFFSET DETAIL
 ('bc' = 2654.19 LF)



(c,d) TYPICAL OFFSET DETAIL
 ('cd' = 1111.95 LF)



(c,e) TYPICAL OFFSET DETAIL
 ('ce' = 4061.15 LF)

TYPICAL OFFSET DETAIL BY SEGMENT
 (REFER TO PLAT EXHIBIT A, SHEET 1 ATTACHED)

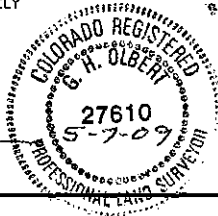
SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 4). BEARS: S 88°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/09; DATE LAST FIELD REVIEW: 1/30/09.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	12499-A	DWG. NO.	12499-1805-803
DATE	7-09	SHEET	3 OF 4

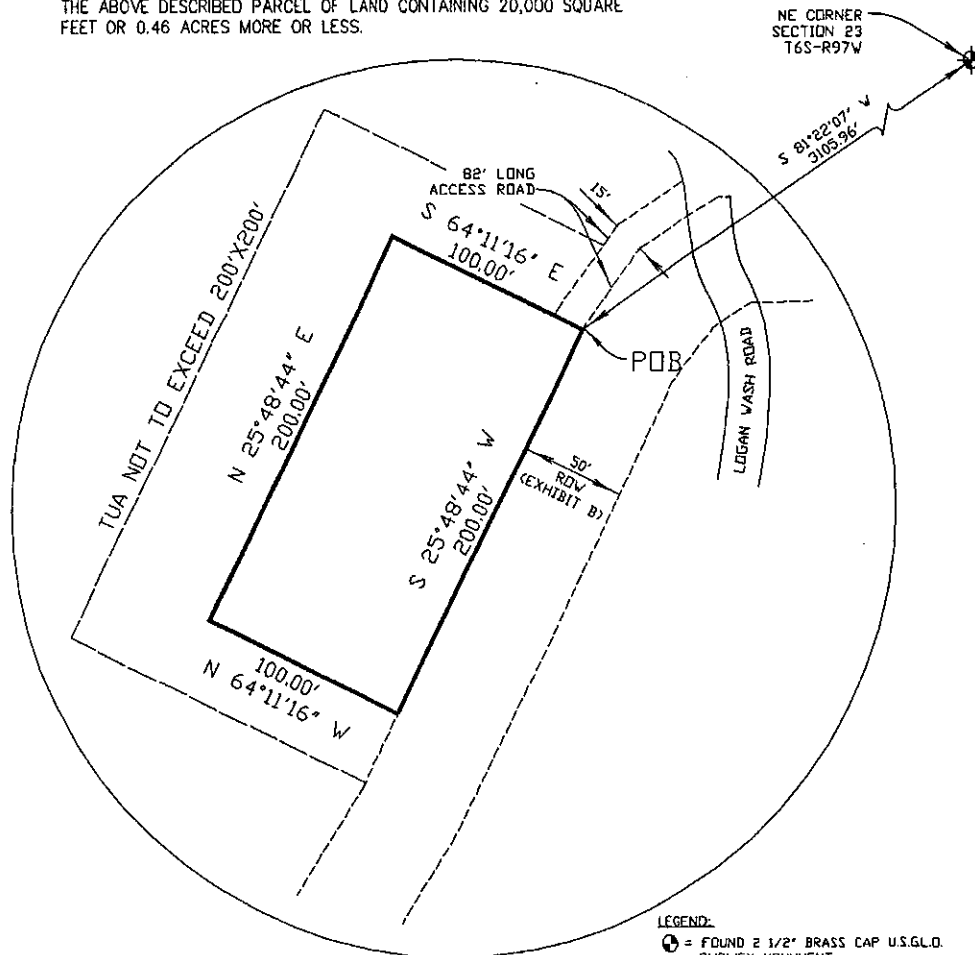
RIGHT-OF-WAY EXHIBIT "C"
WITHIN SECTION 23, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.
(DETAIL REFERENCE SHEET 1 OF 4)

DESCRIPTION OF A 100 FOOT BY 200 FOOT RIGHT-OF-WAY AND EASEMENT WITHIN SECTION 23, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID CORNER BEING MARKED WITH A U.S. G.L.O. SURVEY MONUMENT, DATED 1917; THENCE SOUTH 81°22'07" WEST FOR A DISTANCE OF 3105.96 FEET TO THE POINT OF BEGINNING OF SAID TRACT;

THENCE SOUTH 25°48'44" WEST FOR A DISTANCE OF 200.00 FEET;
 THENCE NORTH 64°11'16" WEST FOR A DISTANCE OF 100.00 FEET;
 THENCE NORTH 25°48'44" EAST FOR A DISTANCE OF 200.00 FEET;
 THENCE SOUTH 64°11'16" EAST FOR A DISTANCE OF 100.00 FEET
 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 20,000 SQUARE FEET OR 0.46 ACRES MORE OR LESS.



SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



LEGEND:

- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L.O. SURVEY MONUMENT
- POB= POINT OF BEGINNING
- POC= POINT OF COMMENCING
- TUA= TEMPORARY USE AREA

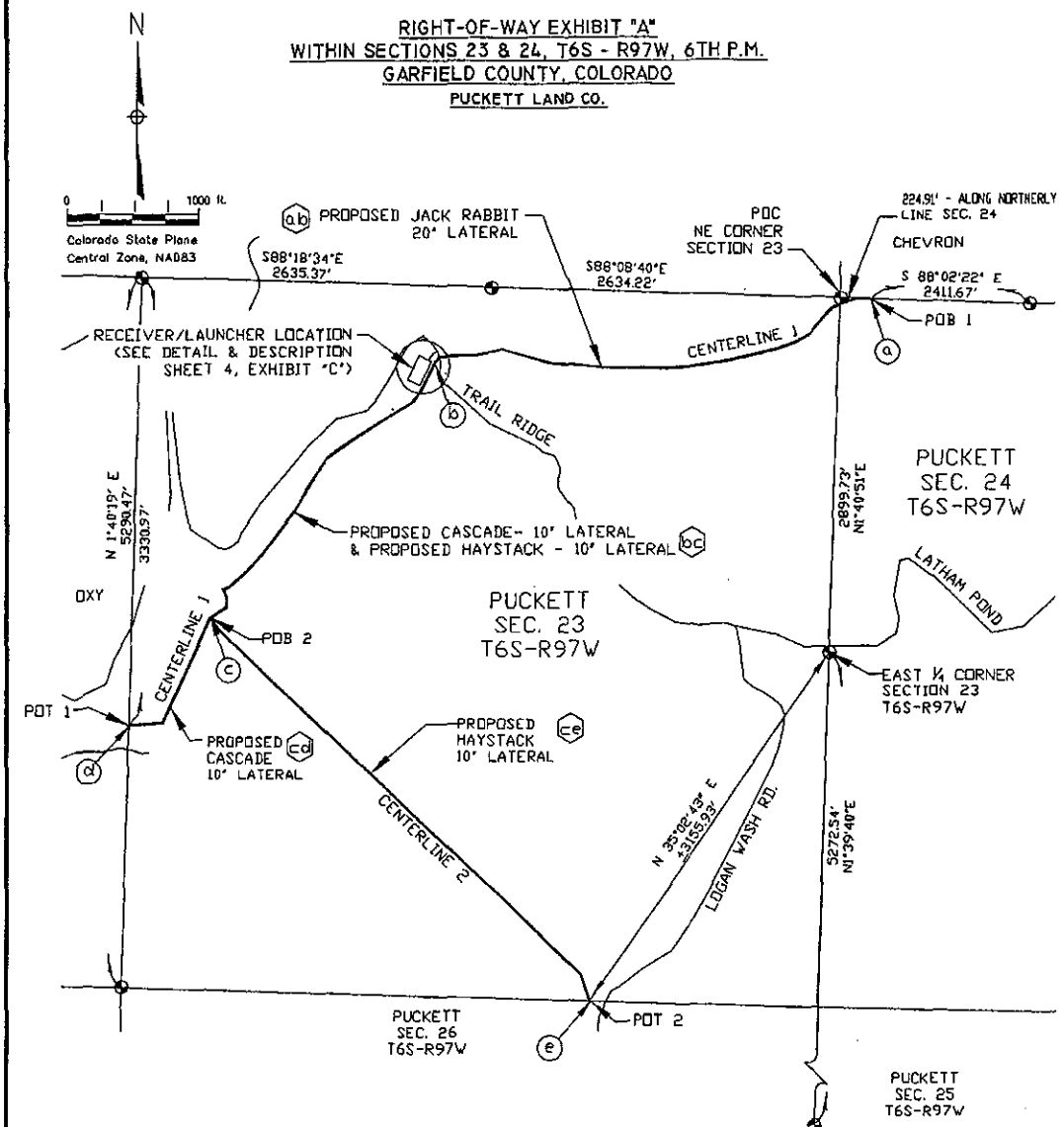
NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 5). BEARS: S 88°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/2009; DATE LAST FIELD REVIEW: 1/30/09.



DATE	ISS. NO.	DRG. NO.	SHEET
5-7-09	12499-A	12499-1805-803	1
DATE BY	DATE BY	DATE BY	DATE BY
5-7-09	5-7-09	5-7-09	5-7-09

RIGHT-OF-WAY EXHIBIT "A"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.



- LEGEND:**
- = PIPELINE SEGMENT DETAIL REFERENCE END POINT
 - ⬡ = PIPELINE SEGMENT DETAIL REFERENCE (SEE SHEET 3)
 - ⊕ = FOUND 1/2" BRASS CAP U.S.G.L.D. SURVEY MONUMENT
 - CL = CENTERLINE
 - PL = PIPELINE
 - PDB = POINT OF BEGINNING
 - POC = POINT OF COMMENCING
 - POT = POINT OF TERMINUS
 - ROW = RIGHT-OF-WAY
 - TUA = TEMPORARY USE AREA

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

- NOTES:**
- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: S 88°02'22" E
 - 2) DATE FIELD SURVEY: 1/30/09; DATE LAST FIELD REVIEW: 1/30/09.
 - 3) SURVEY DATUM SHOWN HEREON IS BASED ON GPS SURVEY SET TO COLORADO CENTRAL STATE PLANE COORDINATES AT GRID ELEVATION.
 - 4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
 - 5) SEE SHEET 2 OF 4 FOR RIGHT-OF-WAY DESCRIPTION ATTACHED WHICH BY THIS REFERENCE IS MADE HEREOF.
 - 6) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE SHOWN	12499-A	FIG. NO.	12499-1805-803
DATE OF SURVEY	2009	SHEET 1 OF 4	

RIGHT-OF-WAY EXHIBIT "B-2"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE 2 (CONTINUED FROM "RIGHT-OF-WAY EXHIBIT B-1, SHEET 2):

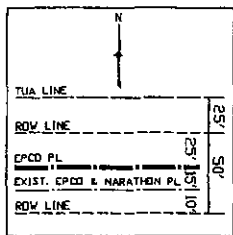
COMMENCING AT SAID "POINT OF BEGINNING 2" (SEE SHEET 2 ATTACHED AND BEING A PART OF THIS DESCRIPTION);

CENTERLINE 2:

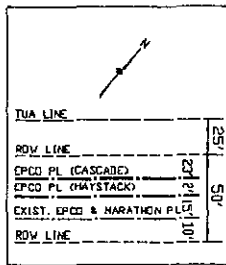
THENCE SOUTH 39°02'05" EAST FOR A DISTANCE OF 112.50';
 THENCE SOUTH 43°51'56" EAST FOR A DISTANCE OF 159.37';
 THENCE SOUTH 46°56'36" EAST FOR A DISTANCE OF 2813.01';
 THENCE SOUTH 46°01'57" EAST FOR A DISTANCE OF 714.64';
 THENCE SOUTH 42°26'51" EAST FOR A DISTANCE OF 58.81';
 THENCE SOUTH 18°48'24" EAST FOR A DISTANCE OF 202.81'
 MORE OR LESS TO THE SOUTHERLY LINE OF SAID SECTION 23,
 SAID POINT BEING THE "POINT OF TERMINUS";

CENTERLINE 2 PARCEL OF LAND, CONTAINING 201,603 SQUARE FEET OR 4.6 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 4,061.15 FEET OR 246.1 RODS MORE OR LESS.

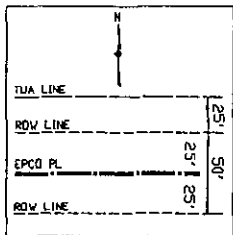
TOTAL COMBINED CENTERLINE 1 AND 2 EASEMENT, CONTAINING 562,611 SQUARE FEET OR 12.9 ACRES MORE OR LESS, HAVING A TOTAL CENTERLINE LENGTH OF 11,281.31 FEET OR 683.7 RODS MORE OR LESS.



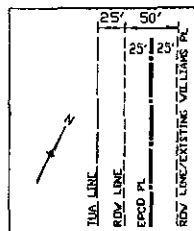
(a) TYPICAL OFFSET DETAIL
 ("ab" = 3454.02 LF)



(b) TYPICAL OFFSET DETAIL
 ("bc" = 2654.19 LF)



(c) TYPICAL OFFSET DETAIL
 ("cd" = 1111.95 LF)



(e) TYPICAL OFFSET DETAIL
 ("ce" = 4061.15 LF)

TYPICAL OFFSET DETAIL BY SEGMENT
 (REFER TO PLAT EXHIBIT A, SHEET 1 ATTACHED)

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 4). BEARS: S 88°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/09; DATE LAST FIELD REVIEW: 1/30/09.



DATE	FILE NO.	DWG. NO.	REV.
1/30/09	12499-A	12499-1805-803	1
SHEET	DATE	SHEET 2 OF 4	

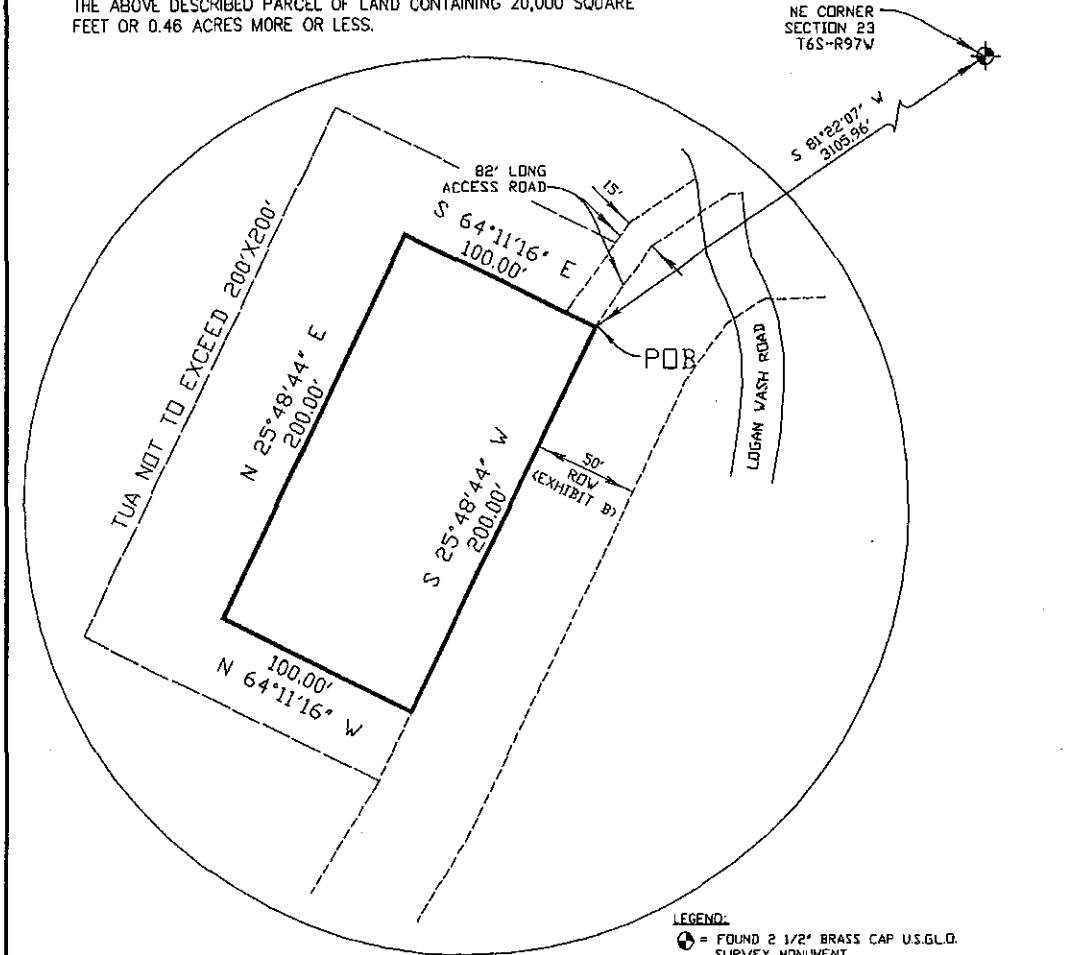
RIGHT-OF-WAY EXHIBIT "C"
WITHIN SECTION 23, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.
(DETAIL REFERENCE SHEET 1 OF 4)

DESCRIPTION OF A 100 FOOT BY 200 FOOT RIGHT-OF-WAY AND EASEMENT WITHIN SECTION 23, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID CORNER BEING MARKED WITH A U.S. G.L.O. SURVEY MONUMENT, DATED 1917; THENCE SOUTH 81°22'07" WEST FOR A DISTANCE OF 3105.96 FEET TO THE POINT OF BEGINNING OF SAID TRACT;

THENCE SOUTH 25°48'44" WEST FOR A DISTANCE OF 200.00 FEET;
 THENCE NORTH 64°11'16" WEST FOR A DISTANCE OF 100.00 FEET;
 THENCE NORTH 25°48'44" EAST FOR A DISTANCE OF 200.00 FEET;
 THENCE SOUTH 64°11'16" EAST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

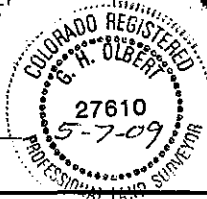
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 20,000 SQUARE FEET OR 0.46 ACRES MORE OR LESS.



SURVEYOR STATEMENT

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



LEGEND:

- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L.O. SURVEY MONUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCING
- TUA = TEMPORARY USE AREA

NOTES:

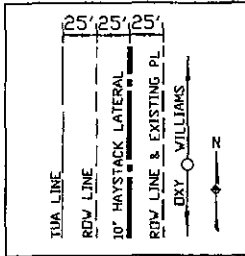
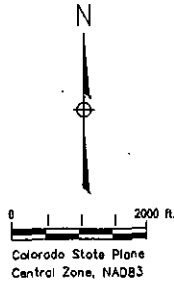
- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT 'A', SHEET 1 OF 5). BEARS: S 88°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/2009; DATE LAST FIELD REVIEW: 1/30/09.



DATE	PLAN NO.	OWS. NO.	BY
12-10-09	12499-A	12499-1805-B03	1
SCALE	DATE	SHEET # OF #	
1"=40'	12-10-09	1 OF 4	

RIGHT-OF-WAY EXHIBIT "A"
WITHIN SECTIONS 25, 26, & 35, T6S - R97W
& SECTIONS 1, 2 & 11, T7S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO

PUCKETT LAND CO.



A TYPICAL OFFSET DETAIL

NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY MONUMENTATION SHOWN HEREIN. BEARS: S 1°34'46" W
- 2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW: 1/30/09.
- 3) SURVEY DATUM SHOWN HEREON IS BASED ON GPS SURVEY SET TO COLORADO CENTRAL STATE PLANE COORDINATES AT GRID ELEVATION.
- 4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
- 5) SEE SHEET 2 & 3 OF 4 FOR RIGHT-OF-WAY DESCRIPTION ATTACHED WHICH BY THIS REFERENCE IS MADE HEREOF.
- 6) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION

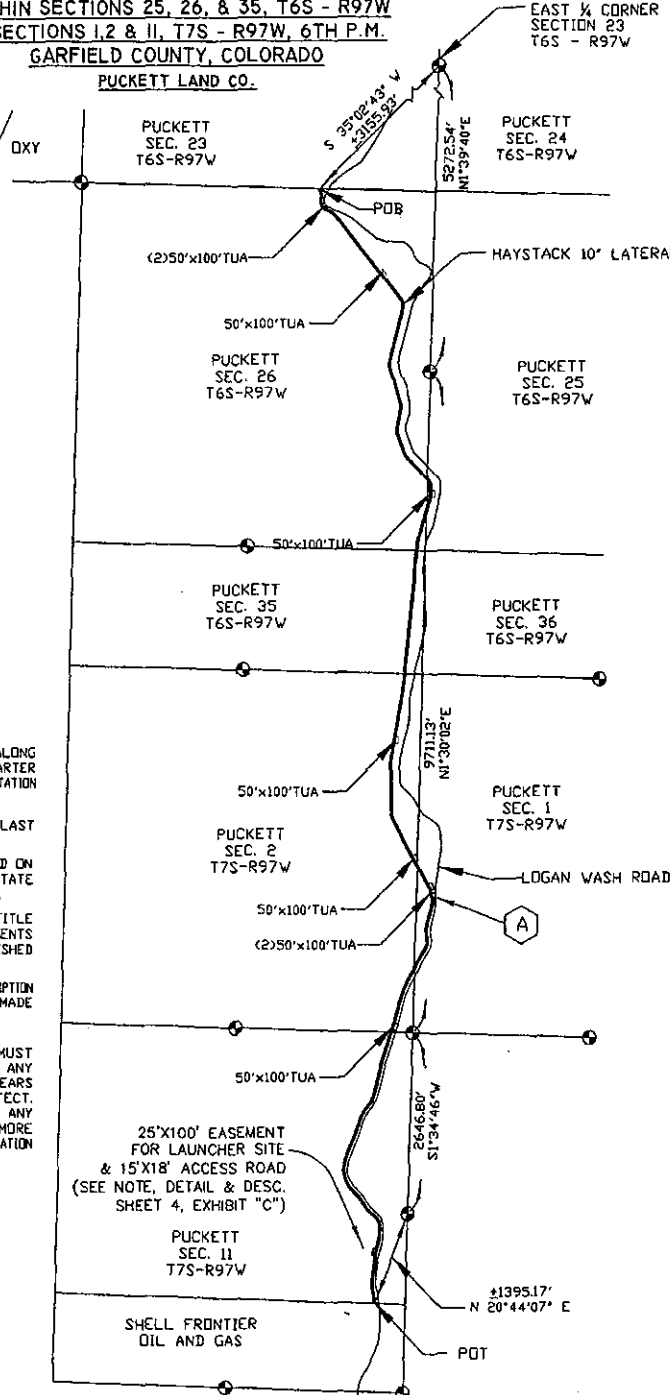
LEGEND:

- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L.D. SURVEY MONUMENT
- POB = POINT OF BEGINNING
- PCC = POINT OF COMMENCING
- POT = POINT OF TERMINUS
- ROW = RIGHT-OF-WAY
- TUA = TEMPORARY USE AREA

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



FILE NO.	12499-A	SHEET NO.	12499-1805-804
DATE	9-26-08	SHEET	1 OF 4



RIGHT-OF-WAY EXHIBIT "B-1"
WITHIN SECTIONS 25, 26, & 35, T6S - R97W
& SECTIONS 1, 2 & 11, T7S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE DESCRIPTION OF A 50.00 FOOT WIDE RIGHT-OF-WAY AND EASEMENT

CENTERLINE DESCRIPTION FOR A FIFTY (50.00) FOOT WIDE RIGHT-OF-WAY AND EASEMENT WITHIN SECTIONS 25, 26 & 35, TOWNSHIP 6 SOUTH, RANGE 97 WEST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 7 SOUTH RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS G.L.O. MONUMENT AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPAL MERIDIAN; THENCE SOUTH 35°02'43" WEST FOR A DISTANCE OF 3155.93 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 23, SAID POINT BEING THE "POINT OF BEGINNING" OF SAID CENTERLINE;

THENCE SOUTH 18°48'24" EAST FOR A DISTANCE OF 90.47';
 THENCE SOUTH 11°14'35" WEST FOR A DISTANCE OF 82.50';
 THENCE SOUTH 5°36'22" EAST FOR A DISTANCE OF 49.74';
 THENCE SOUTH 28°31'22" EAST FOR A DISTANCE OF 46.54';
 THENCE SOUTH 43°50'57" EAST FOR A DISTANCE OF 42.95';
 THENCE SOUTH 60°29'20" EAST FOR A DISTANCE OF 39.60';
 THENCE SOUTH 70°33'33" EAST FOR A DISTANCE OF 56.89';
 THENCE SOUTH 48°00'56" EAST FOR A DISTANCE OF 111.56';
 THENCE SOUTH 36°55'21" EAST FOR A DISTANCE OF 160.01';
 THENCE SOUTH 38°38'23" EAST FOR A DISTANCE OF 1441.00';
 THENCE SOUTH 18°19'45" EAST FOR A DISTANCE OF 25.67';
 THENCE SOUTH 6°49'10" EAST FOR A DISTANCE OF 41.20';
 THENCE SOUTH 13°53'40" WEST FOR A DISTANCE OF 813.73';
 THENCE SOUTH 13°13'41" WEST FOR A DISTANCE OF 63.64';
 THENCE SOUTH 11°08'55" EAST FOR A DISTANCE OF 43.18';
 THENCE SOUTH 16°25'46" EAST FOR A DISTANCE OF 583.16';
 THENCE SOUTH 5°51'53" EAST FOR A DISTANCE OF 25.66';
 THENCE SOUTH 9°27'04" WEST FOR A DISTANCE OF 167.36';
 THENCE SOUTH 11°35'07" WEST FOR A DISTANCE OF 147.72';
 THENCE SOUTH 4°11'57" WEST FOR A DISTANCE OF 55.15';
 THENCE SOUTH 20°39'24" EAST FOR A DISTANCE OF 345.92';
 THENCE SOUTH 30°45'18" EAST FOR A DISTANCE OF 47.28';
 THENCE SOUTH 43°43'39" EAST FOR A DISTANCE OF 509.00';
 THENCE SOUTH 8°56'48" EAST FOR A DISTANCE OF 78.28';
 THENCE SOUTH 1°55'57" EAST FOR A DISTANCE OF 145.67';
 THENCE SOUTH 17°49'20" WEST FOR A DISTANCE OF 166.96';
 THENCE SOUTH 15°48'11" WEST FOR A DISTANCE OF 541.41';
 THENCE SOUTH 5°38'26" WEST FOR A DISTANCE OF 1847.85';
 THENCE SOUTH 7°51'22" WEST FOR A DISTANCE OF 273.84';
 THENCE SOUTH 9°34'26" WEST FOR A DISTANCE OF 1132.67';
 THENCE SOUTH 1°28'57" WEST FOR A DISTANCE OF 214.58';
 THENCE SOUTH 2°13'07" EAST FOR A DISTANCE OF 587.10';
 THENCE SOUTH 28°21'42" EAST FOR A DISTANCE OF 526.00';
 THENCE SOUTH 29°21'38" EAST FOR A DISTANCE OF 683.00';
 THENCE SOUTH 0°27'21" WEST FOR A DISTANCE OF 66.74';
 THENCE SOUTH 35°34'03" EAST FOR A DISTANCE OF 46.88';
 THENCE SOUTH 15°58'19" EAST FOR A DISTANCE OF 50.43';
 THENCE SOUTH 9°12'49" WEST FOR A DISTANCE OF 85.41';
 THENCE SOUTH 14°15'06" WEST FOR A DISTANCE OF 323.51';
 THENCE SOUTH 2°42'21" EAST FOR A DISTANCE OF 140.46';
 THENCE SOUTH 7°09'30" EAST FOR A DISTANCE OF 84.59';
 THENCE SOUTH 12°21'48" WEST FOR A DISTANCE OF 47.90';
 THENCE SOUTH 24°06'25" WEST FOR A DISTANCE OF 41.47';
 THENCE SOUTH 31°35'16" WEST FOR A DISTANCE OF 337.91';
 THENCE SOUTH 29°32'03" WEST FOR A DISTANCE OF 197.25';

(CENTERLINE 2 CONTINUED ON RIGHT-OF-WAY EXHIBIT "B-2", SHEET 3)

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREDON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREDON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY MONUMENTATION SHOWN HEREDON. BEARS: S 1°34'46" W
- 2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW 1/30/09.

FORERUNNER
 211 Franklin Street, #100
 Fort Collins, Colorado 80501
 970.233.5522

SCALE	PLAT NO.	DWG. NO.	REV.
AS SHOWN	12499-A	12499-1805-804	C
DATE	ISSUED	SHEET 2 OF 4	
11-03-08	11-03-08		

RIGHT-OF-WAY EXHIBIT "B-2"
WITHIN SECTIONS 25, 26, & 35, T6S - R97W
& SECTIONS 1, 2 & 11, T7S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE DESCRIPTION (CONTINUED FROM RIGHT-OF-WAY EXHIBIT "B-1", SHEET 2)

THENCE SOUTH 23°41'59" WEST FOR A DISTANCE OF 187.33';
 THENCE SOUTH 18°53'01" WEST FOR A DISTANCE OF 105.36';
 THENCE SOUTH 14°58'39" WEST FOR A DISTANCE OF 342.30';
 THENCE SOUTH 17°04'10" WEST FOR A DISTANCE OF 377.98';
 THENCE SOUTH 17°18'22" WEST FOR A DISTANCE OF 326.19';
 THENCE SOUTH 14°45'54" WEST FOR A DISTANCE OF 140.07';
 THENCE SOUTH 11°58'47" WEST FOR A DISTANCE OF 160.53';
 THENCE SOUTH 14°57'19" WEST FOR A DISTANCE OF 190.08';
 THENCE SOUTH 26°06'59" WEST FOR A DISTANCE OF 66.86';
 THENCE SOUTH 37°54'42" WEST FOR A DISTANCE OF 147.02';
 THENCE SOUTH 29°06'35" WEST FOR A DISTANCE OF 119.31';
 THENCE SOUTH 18°18'17" WEST FOR A DISTANCE OF 255.45';
 THENCE SOUTH 21°21'20" WEST FOR A DISTANCE OF 299.38';
 THENCE SOUTH 18°59'51" WEST FOR A DISTANCE OF 180.43';
 THENCE SOUTH 11°22'23" WEST FOR A DISTANCE OF 56.08';
 THENCE SOUTH 0°04'42" EAST FOR A DISTANCE OF 42.38';
 THENCE SOUTH 14°30'10" EAST FOR A DISTANCE OF 112.91';
 THENCE SOUTH 21°19'38" EAST FOR A DISTANCE OF 91.02';
 THENCE SOUTH 33°52'31" EAST FOR A DISTANCE OF 60.95';
 THENCE SOUTH 45°22'24" EAST FOR A DISTANCE OF 188.77';
 THENCE SOUTH 38°00'27" EAST FOR A DISTANCE OF 72.23';
 THENCE SOUTH 33°22'33" EAST FOR A DISTANCE OF 119.24';
 THENCE SOUTH 45°33'19" EAST FOR A DISTANCE OF 85.66';
 THENCE SOUTH 49°33'56" EAST FOR A DISTANCE OF 112.14';
 THENCE SOUTH 40°32'35" EAST FOR A DISTANCE OF 40.93';
 THENCE SOUTH 27°03'15" EAST FOR A DISTANCE OF 53.90';
 THENCE SOUTH 7°57'32" EAST FOR A DISTANCE OF 56.52';
 THENCE SOUTH 2°34'22" WEST FOR A DISTANCE OF 181.13';
 THENCE SOUTH 13°29'26" WEST FOR A DISTANCE OF 246.05';
 THENCE SOUTH 9°01'37" WEST FOR A DISTANCE OF 370.10';
 THENCE SOUTH 4°56'10" EAST FOR A DISTANCE OF 105.51';
 THENCE SOUTH 9°50'13" EAST FOR A DISTANCE OF 231.07';
 MORE OR LESS TO THE "POINT OF TERMINUS";

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 886,736 SQUARE FEET OR 20.4 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 17,734.7 FEET OR 1,074.8 RODS MORE OR LESS.

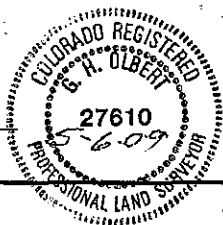
SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: S 1°34'46" W
- 2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW: 1/30/09.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



Scale	Plan No.	OWN. NO.	REV.
AS SHOWN	12499-A	12499-1805-804	1
DATE	DATE	DATE	PAGE 3 OF 4

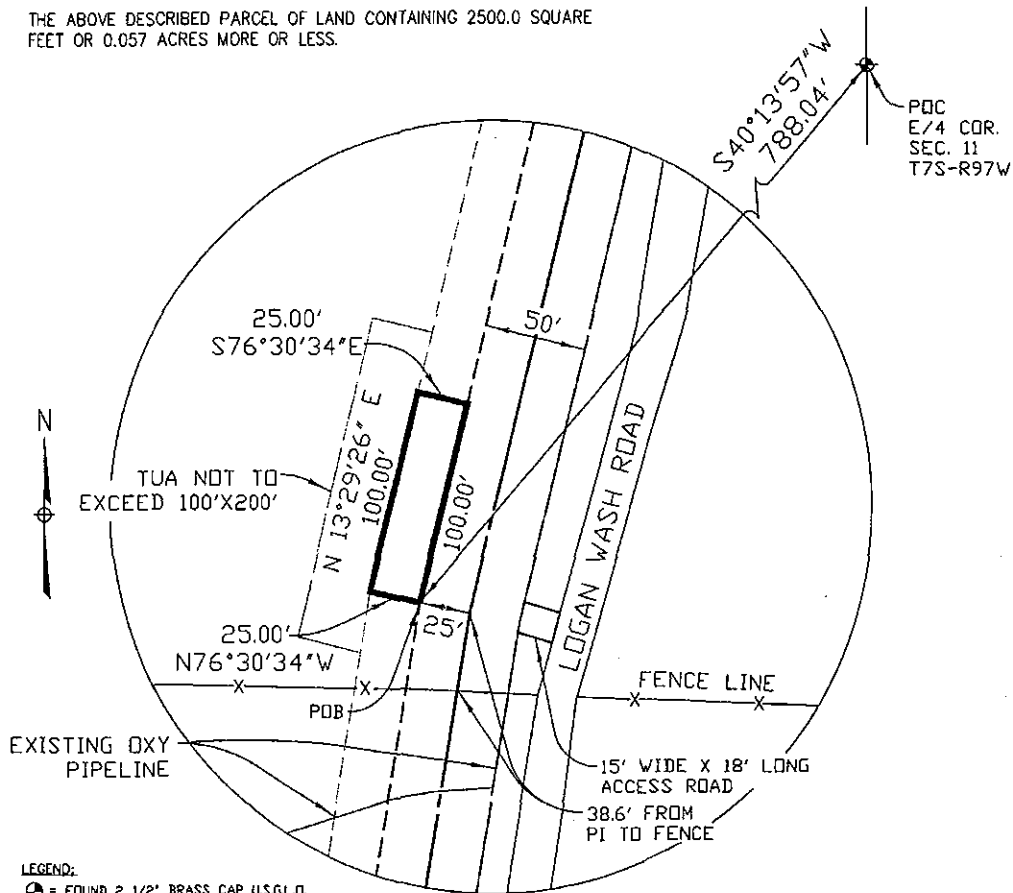
RIGHT-OF-WAY EXHIBIT 'C'
WITHIN SECTION 11, T7S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.
(DETAIL REFERENCE SHEET 1 OF 4)

DESCRIPTION OF A 25'X100' RIGHT-OF-WAY AND EASEMENT WITHIN SECTION 11, TOWNSHIP 7 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID RIGHT-OF-WAY AND EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A U.S.G.L.O. BRASS MONUMENT AT THE EAST QUARTER (¼) CORNER OF SAID SECTION 7; THENCE SOUTH 40°13'57" WEST FOR A DISTANCE OF 788.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 50' WIDE RIGHT-OF-WAY AND EASEMENT (SHOWN AND DESCRIBED IN EXHIBITS A, B-1 AND B-2 ATTACHED), SAID POINT BEING THE "POINT OF BEGINNING" OF SAID 25'X100' RIGHT-OF-WAY AND EASEMENT;

THENCE NORTH 76°30'34" WEST FOR A DISTANCE OF 25.00 FEET;
 THENCE NORTH 13°29'26" EAST FOR A DISTANCE OF 100.00 FEET;
 THENCE SOUTH 6°30'34" EAST FOR A DISTANCE OF 25.00 FEET TO A POINT SAID WESTERLY RIGHT-OF-WAY LINE;
 THENCE SOUTH 13°29'26" WEST AND ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 100.00 FEET TO THE "POINT OF BEGINNING";

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 2500.0 SQUARE FEET OR 0.057 ACRES MORE OR LESS.



- LEGEND:**
- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L.O. SURVEY MONUMENT
 - POB= POINT OF BEGINNING
 - POC= POINT OF COMMENCING
 - ROW= RIGHT-OF-WAY
 - TUA= TEMPORARY USE AREA

- NOTES:**
- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY COMMENTATION SHOWN HEREIN. BEARS: S 1°34'46" W
 - 2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW 1/30/09.

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

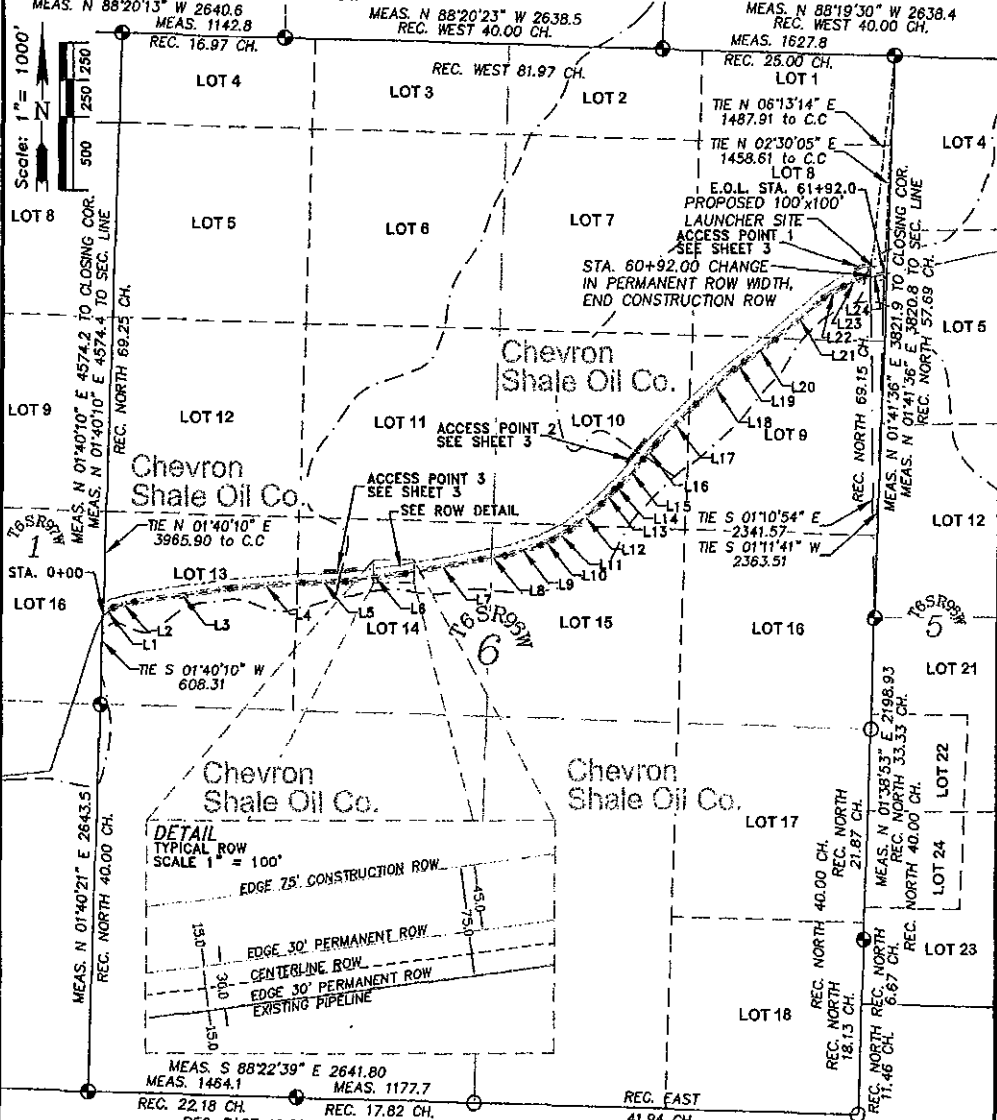
George Olbert
 GEORGE OLBERT
 P.L.S. #27610



ROW	PROJ. NO.	DRAW. NO.	SP.
11	12499-A	12499-1805-804	C
DATE	DATE	SHEET 4 OF 4	
1-30-09	1-30-09		



**RIGHT-OF-WAY EXHIBIT
WITHIN SECTION 6, T6S, R96W
GARFIELD COUNTY, COLORADO**



75' Construction Right-of-way width
 Total distance along Centerline 6092.00'
 Total rods along centerline 169.21
 Total area of Right-Of-Way 10.42 Acres ±

30' Construction Right-of-way width
 Total distance along Centerline 6092.00'
 Total rods along centerline 389.21
 Total area of Right-Of-Way 4.20 Acres ±

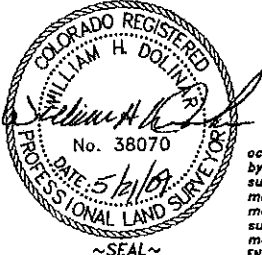
Apparent recorded ownership: Chevron Shale Oil Co.

100' Permanent Right-of-way width
 Total distance along Centerline 100.00'
 Total rods along centerline 8.08
 Total area of Right-Of-Way .23 Acres ±

Apparent recorded ownership: Chevron Shale Oil Co.

LINE TABLE							
NO.	BEARING	DIST.	DEFLECTION	NO.	BEARING	DIST.	DEFLECTION
L1	N 52°22'47" E	91.00	24°02'45" Right	L13	N 44°05'52" E	133.40	9°58'07" Right
L2	N 78°25'30" E	162.50	51°7'38" Right	L14	N 54°04'04" E	48.00	12°03'02" Left
L3	N 81°43'09" E	664.20	42°8'47" Right	L15	N 42°01'03" E	233.70	1°32'01" Left
L4	N 86°11'56" E	515.20	1°35'41" Right	L16	N 40°29'01" E	135.90	4°53'23" Right
L5	N 87°47'37" E	294.30	5°00'52" Left	L17	N 45°24'25" E	399.40	2°43'21" Right
L6	N 82°46'45" E	419.50	3°14'39" Left	L18	N 48°07'46" E	350.50	5°42'57" Right
L7	N 79°32'08" E	541.50	2°30'00" Right	L19	N 53°50'43" E	89.40	0°55'00" Right
L8	N 82°02'08" E	165.80	8°58'01" Left	L20	N 54°45'43" E	262.00	4°24'28" Left
L9	N 73°04'05" E	266.90	8°08'34" Left	L21	N 50°21'15" E	453.10	8°08'13" Right
L10	N 64°55'31" E	86.30	2°44'57" Left	L22	N 58°29'28" E	153.80	8°39'40" Right
L11	N 62°10'35" E	136.50	11°24'47" Left	L23	N 67°09'08" E	157.80	10°10'43" Right
L12	N 50°45'48" E	289.30	6°38'51" Left	L24	N 77°19'51" E	142.00	

Note: Basis of bearings are grid bearings based from GPS observations. Horizontal Datum based on Colorado State Plane Coordinate System Central Zone NAD 83.



LEGEND

- ROW CENTER LINE
- EDGE PERMANENT ROW
- EDGE CONSTRUCTION ROW
- EXISTING PIPELINE
- EXISTING ROADS
- FOUND GLO SURVEY MARKER
- MONUMENT NOT FOUND OR SEARCHED

SURVEYOR'S CERTIFICATE

I, WILLIAM H. DOLINAR, state that I am by occupation a registered land surveyor employed by Enterprise Field Services LLC, to make the survey of this right of way as shown on this map, and that the survey of sold works was made by personnel under my direction, and that such survey is accurately represented on this map.

ENTERPRISE/SECTION 6 PLAT/SECTION 6 PLAT.OWG

See sheet 2 of 2 for legal description

**WILLIAM H. SMITH
& ASSOCIATES P.C.
SURVEYING CONSULTANTS**

650 EAST SECOND NORTH GREEN RIVER, WY PHONE: 307-875-3636
307-875-3639 www.williamhsmithpc.com

RIGHT-OF-WAY PLAT
SECTION 6, T6S, R96W,
GARFIELD CO., COLORADO

ENTERPRISE
FIELD
SERVICES LLC

DRAWN BY: CED CHECKED BY: WHD SCALE: NOTED
 DATE: 05/19/2009 JOB NO: 26099 SHEET 1 OF 3

RIGHT-OF-WAY DESCRIPTION

A strip of land for the purpose of a permanent 30' and 100' pipeline right-of-way as well as a 75' construction right-of-way located in Section 6, T 6 S, R 96 W of the 6th Principal Meridian, Garfield County, Colorado. Said right-of-way being in multiple lengths described as follows:

Beginning at a point at Sta. 0+00.0 being the beginning of 30' permanent right-of-way, 15' on each side of described line, also being the beginning of 75' construction right-of-way where as 60' being on the most Northerly side of described line and 15' being on the Southerly side of described line, said point being located on the Township line between Section 1, T6S, R97W and Section 6, T6S, R96W, from which the Northwest corner of said Section 6, being the original resurveyed USGLO Closing Corner brass cap, bears N 01°40'10" E, 3965.90 feet and the West 1/4 corner of said section 6, being the original resurveyed USGLO brass cap, bears S 01°40'10" W 608.31 feet;



- thence: N 52°22'47" E, 91.00 feet to a point at (Sta. 0+91.00);
- thence: N 76°25'30" E, 162.50 feet to a point at (Sta. 2+53.50);
- thence: N 81°43'09" E, 664.20 feet to a point at (Sta. 9+17.70);
- thence: N 86°11'56" E, 515.20 feet to a point at (Sta. 14+32.90);
- thence: N 87°47'37" E, 294.30 feet to a point at (Sta. 17+27.20);
- thence: N 82°46'45" E, 419.50 feet to a point at (Sta. 21+46.70);
- thence: N 79°32'06" E, 541.50 feet to a point at (Sta. 26+88.20);
- thence: N 82°02'06" E, 165.80 feet to a point at (Sta. 28+54.00);
- thence: N 73°04'05" E, 266.90 feet to a point at (Sta. 31+20.90);
- thence: N 64°55'31" E, 86.30 feet to a point at (Sta. 32+07.20);
- thence: N 62°10'35" E, 136.50 feet to a point at (Sta. 33+43.70);
- thence: N 50°45'48" E, 289.30 feet to a point at (Sta. 36+33.00);
- thence: N 44°05'57" E, 133.40 feet to a point at (Sta. 37+66.40);
- thence: N 54°04'04" E, 48.00 feet to a point at (Sta. 38+14.40);
- thence: N 42°01'03" E, 233.70 feet to a point at (Sta. 40+48.10);
- thence: N 40°29'01" E, 135.90 feet to a point at (Sta. 41+84.00);
- thence: N 45°24'25" E, 399.40 feet to a point at (Sta. 45+83.40);
- thence: N 48°07'46" E, 350.50 feet to a point at (Sta. 49+33.90);
- thence: N 53°50'43" E, 89.40 feet to a point at (Sta. 50+23.30);
- thence: N 54°45'43" E, 262.00 feet to a point at (Sta. 52+85.30);
- thence: N 50°21'15" E, 453.10 feet to a point at (Sta. 57+38.4);
- thence: N 58°29'28" E, 153.80 feet to a point at (Sta. 58+92.20);
- thence: N 67°09'08" E, 157.80 feet to a point at (Sta. 60+50.00);
- thence: N 77°19'51" E, 42.00 feet to a point at (Sta. 60+92.00); at a point being the end of 75' construction right-of-way and 30' permanent right-of-way, from which the Northeast corner of said Section 6, being the original resurveyed USGLO Closing Corner brass cap, bears N 06°13'14" E, 1487.91 feet and the West 1/4 corner of Section 5, T6S, R96W, being the original resurveyed USGLO brass cap, bears S 01°10'54" E 2341.57 feet, said point also being the beginning of 100' permanent right-of-way, 50' on each side of line.
- thence: N 77°19'51" E, 100.00 feet to a point at (Sta. 61+92.00); said point also being the end of line in said Section 6, from which the Northeast corner of said Section 6, being the original resurveyed USGLO Closing Corner brass cap, bears N 02°30'05" E, 1458.61 feet and the West 1/4 corner of Section 5, T6S, R96W, being the original resurveyed USGLO brass cap, bears S 01°11'41" W 2363.51 feet

Said 30' permanent right-of-way is 6092.0 feet in length, or 369.21 rods, and contains 4.20 acres ±.

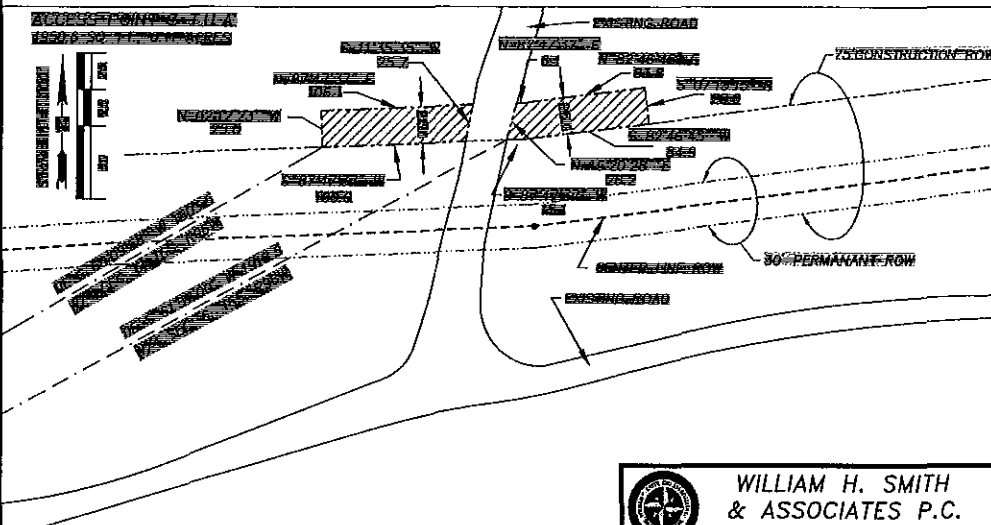
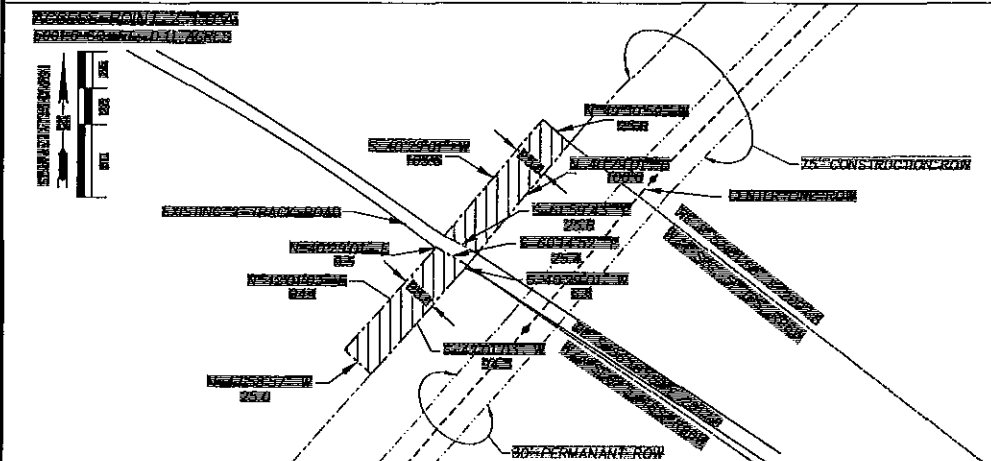
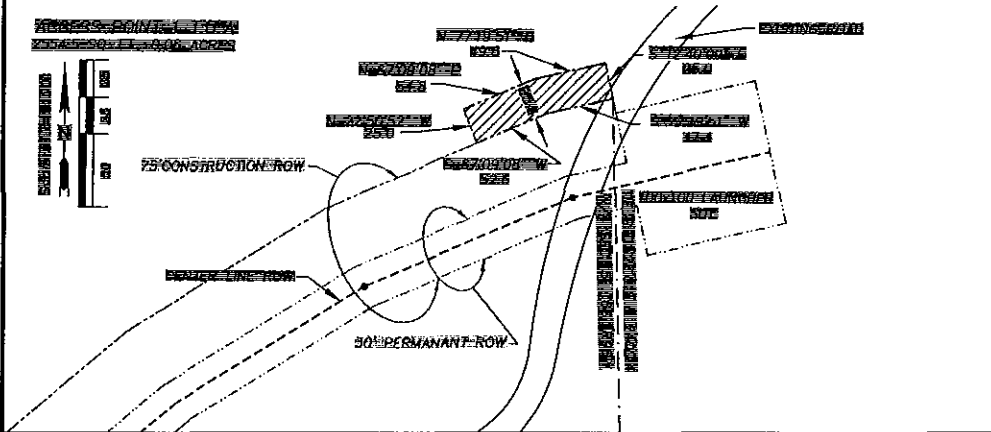
Said 75' construction right-of-way is 6092.0 feet in length, or 369.21 rods, and contains 10.47 acres ±.


Said 100' permanent right-of-way is 100 feet in length, or 6.06 rods, and contains .23 acres ±.

Basis of bearings are grid bearings based from GPS observations.
Horizontal Datum based on Colorado State Plane Coordinate System Central Zone NAD 83.


	WILLIAM H. SMITH & ASSOCIATES P.C. SURVEYING CONSULTANTS	
	<small>650 EAST SECOND NORTH PHONE 307-876-5636 GREEN RIVER, WY www.wsmithpco.com 307-876-5630</small>	
RIGHT-OF-WAY LEGAL DESC.		
SECTION 6, T6S, R96W, GARFIELD CO., COLORADO		
 ENTERPRISE FIELD SERVICES LLC		
DRAWN BY: CED	CHECKED BY: WHD	SCALE: N/A
DATE: 05/19/2009	JOB NO: 28099	SHEET 2 OF 3

TEMPORARY USE AREAS FOR PIPELINE
 LOCATED IN SECTION 6, TOWNSHIP 6 SOUTH, RANGE 96 WEST



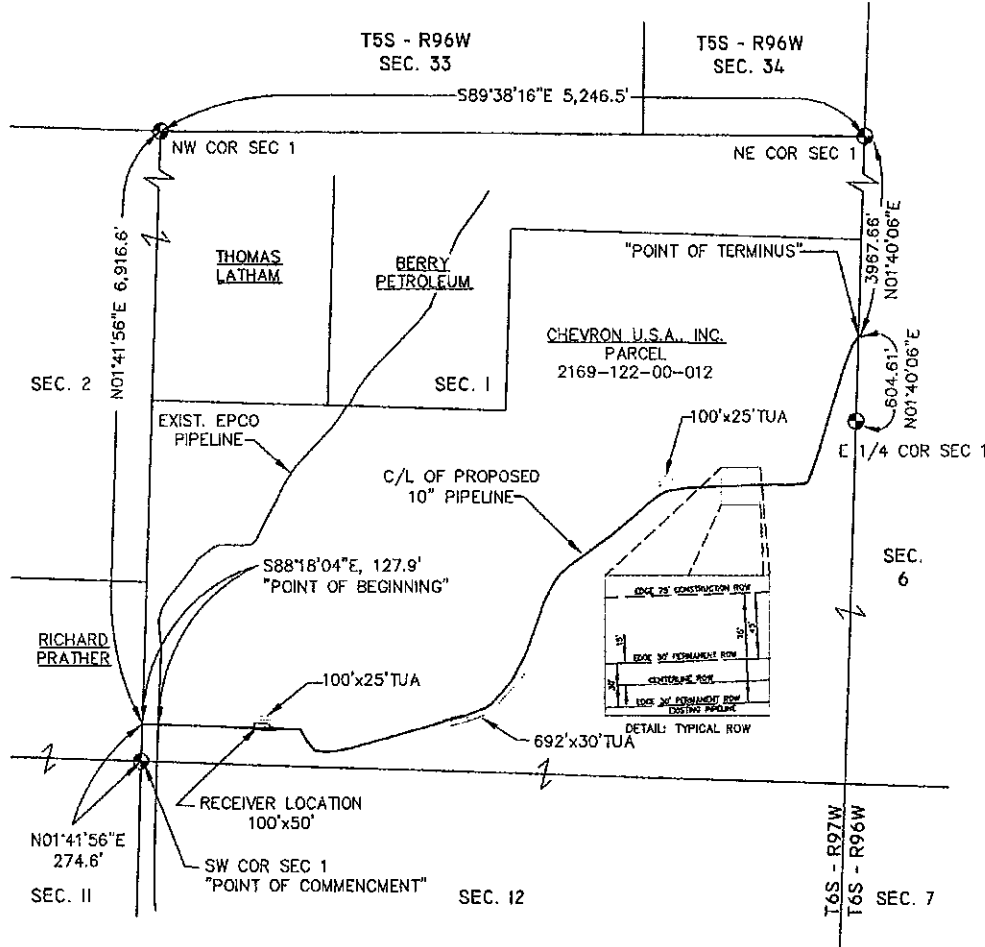
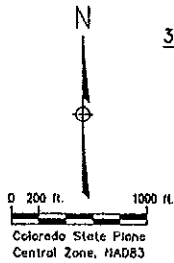

**WILLIAM H. SMITH
 & ASSOCIATES P.C.**
 SURVEYING CONSULTANTS
 850 EAST SECOND NORTH PHONE 907-875-9639
 GREEN RIVER, WY www.whsmthpc.com 907-875-9639

TEMPORARY USE AREAS
 SECTION 6, T6S, R96W,
 GARFIELD CO., COLORADO


**ENTERPRISE
 FIELD
 SERVICES LLC**

DRAWN BY: CED CHECKED BY: WMD SCALE: N/A
 DATE: 05/19/2009 JOB NO: 26099 SHEET 3 OF 3

EXHIBIT "A"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
SOUTH HALF OF SECTION 1, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO



FOUND 2 1/2" BRASS CAP, U.S.G.L.O. SURVEY MONUMENT, DATED 1917 (3" AT NE CORNER SEC. 1)

SEE ATTACHED RIGHT OF WAY DESCRIPTION WHICH BY THIS REFERENCE IS MADE HEREOF.

SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

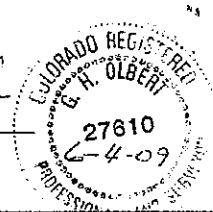
NOTE:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE WEST LINE OF SAID SECTION 1 AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: N01°41'56"E
- 2) DATE FIELD SURVEY: 5/27/09
- 3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
- 4) SEE PAGE 2 OF 2 FOR EASEMENT DESCRIPTION.

NOTICE:

ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE SHOWN	DATE	FILE NO.	NO.
6/1/09	12-089-A	12499-1802-801	1
PAGE 1 OF 2			

EXHIBIT "B"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
SOUTH HALF OF SECTION 1, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO

30' WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT

A 30' WIDE RIGHT-OF-WAY AND EASEMENT LYING WITHIN THE SOUTH HALF OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AS FOLLOWS:

COMMENCING AT A BRASS U.S.G.L.O. SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 01°41'56" EAST ALONG THE WESTERLY LINE OF SECTION 1, FOR A DISTANCE OF 274.6 FEET; THENCE SOUTH 88°18'04" EAST AND PERPENDICULAR TO SAID WESTERLY LINE, FOR A DISTANCE OF 127.9 FEET TO THE "POINT OF BEGINNING" OF SAID CENTERLINE;

THENCE SOUTH 88°17'13" EAST FOR A DISTANCE OF 1,059.99 FEET,
 THENCE SOUTH 28°47'17" EAST FOR A DISTANCE OF 88.25 FEET,
 THENCE SOUTH 40°51'34" EAST FOR A DISTANCE OF 99.76 FEET,
 THENCE SOUTH 81°10'10" EAST FOR A DISTANCE OF 77.06 FEET,
 THENCE NORTH 85°56'57" EAST FOR A DISTANCE OF 84.12 FEET,
 THENCE NORTH 78°50'10" EAST FOR A DISTANCE OF 119.44 FEET,
 THENCE NORTH 74°23'32" EAST FOR A DISTANCE OF 615.35 FEET,
 THENCE NORTH 70°38'51" EAST FOR A DISTANCE OF 156.71 FEET,
 THENCE NORTH 80°55'02" EAST FOR A DISTANCE OF 88.20 FEET,
 THENCE NORTH 68°17'09" EAST FOR A DISTANCE OF 139.70 FEET,
 THENCE NORTH 66°20'09" EAST FOR A DISTANCE OF 32.40 FEET,
 THENCE NORTH 59°16'31" EAST FOR A DISTANCE OF 45.40 FEET,
 THENCE NORTH 46°40'06" EAST FOR A DISTANCE OF 37.10 FEET,
 THENCE NORTH 42°59'58" EAST FOR A DISTANCE OF 64.30 FEET,
 THENCE NORTH 40°28'18" EAST FOR A DISTANCE OF 77.30 FEET,
 THENCE NORTH 39°22'20" EAST FOR A DISTANCE OF 56.80 FEET,
 THENCE NORTH 37°31'37" EAST FOR A DISTANCE OF 20.40 FEET,
 THENCE NORTH 24°38'10" EAST FOR A DISTANCE OF 74.50 FEET,
 THENCE NORTH 27°47'37" EAST FOR A DISTANCE OF 128.87 FEET,
 THENCE NORTH 20°55'51" EAST FOR A DISTANCE OF 330.42 FEET,
 THENCE NORTH 16°52'45" EAST FOR A DISTANCE OF 56.97 FEET,
 THENCE NORTH 29°00'32" EAST FOR A DISTANCE OF 166.74 FEET,
 THENCE NORTH 38°34'49" EAST FOR A DISTANCE OF 68.97 FEET,
 THENCE NORTH 48°30'04" EAST FOR A DISTANCE OF 108.01 FEET,
 THENCE NORTH 54°35'42" EAST FOR A DISTANCE OF 364.60 FEET,
 THENCE NORTH 50°02'08" EAST FOR A DISTANCE OF 380.55 FEET,
 THENCE NORTH 54°06'38" EAST FOR A DISTANCE OF 94.30 FEET,
 THENCE NORTH 66°59'19" EAST FOR A DISTANCE OF 52.97 FEET,
 THENCE NORTH 80°36'15" EAST FOR A DISTANCE OF 161.10 FEET,
 THENCE NORTH 88°02'15" EAST FOR A DISTANCE OF 657.24 FEET,
 THENCE SOUTH 84°50'42" EAST FOR A DISTANCE OF 70.37 FEET,
 THENCE NORTH 84°52'46" EAST FOR A DISTANCE OF 137.15 FEET,
 THENCE NORTH 75°26'26" EAST FOR A DISTANCE OF 27.83 FEET,
 THENCE NORTH 33°23'47" EAST FOR A DISTANCE OF 26.88 FEET,
 THENCE NORTH 18°48'58" EAST FOR A DISTANCE OF 217.41 FEET,
 THENCE NORTH 17°32'36" EAST FOR A DISTANCE OF 603.38 FEET,
 THENCE NORTH 19°31'09" EAST FOR A DISTANCE OF 194.32 FEET,
 THENCE NORTH 36°45'18" EAST FOR A DISTANCE OF 75.67 FEET,
 THENCE NORTH 52°22'44" EAST FOR A DISTANCE OF 2.78 FEET,
 MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SECTION 1,
 SAID POINT BEING THE "POINT OF TERMINUS".

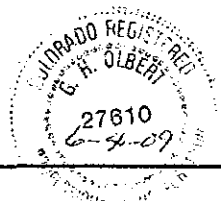
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 205,891.2 SQUARE FEET OR 4.727 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 6863.79 FEET OR 415.99 RODS MORE OR LESS.

BASIS OF BEARING FOR THE ABOVE DESCRIBED RIGHT-OF-WAY AND EASEMENT IS NORTH 01°41'56" EAST ALONG THE WESTERLY LINE OF SAID SECTION 1.

SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT-
 P.L.S. #27610



FORERUNNER	
NAME	27610
PLAT NO.	12499-A
PLAT DATE	6/4/09
PLAT NO.	12499-1603-801
PLAT DATE	12499-1603-801
PAGE 2 OF 2	



Enterprise Gas Processing, LLC
Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 3- Project Overview 9-104 (B)

Mr. Fred Jarman
Director
Garfield County Building and
Planning Department
108 8th Street, 4th Floor
Glenwood Springs, CO 81601

Dear Mr. Jarman,

Please consider this binder our application for a Development Plan Review for Right-of-Way for the Enterprise Gas Processing, LLC- Jackrabbit Extension and Laterals project.

Project Overview

Enterprise Gas Processing, LLC, (Enterprise), being a subsidiary of Enterprise Products Partners, LP has prepared the attached materials with the intent to receive permits necessary to construct the Jackrabbit Extension and Laterals project. The purpose of this project is to construct additional gathering system pipelines that will allow for new natural gas wells to be connected to this system. This extension and laterals will connect to the existing EPCO- Marathon Gathering System project that was permitted by Garfield County in December 2008.

The pipeline is being proposed to provide safe, reliable and cost effective transportation of natural gas produced in the area.

Project Description

The project is a proposed pipeline project consisting of approximately 7.4 miles of new 10-inch diameter and 2.1 miles of new 20-inch diameter, 500 psig, natural gas pipeline within Garfield County, Colorado.

The proposed Jackrabbit Gathering System is the culmination of a natural gas gathering system by Enterprise Gas processing, LLC, which is intended to gather natural gas production from Marathon Oil Company. This project builds upon the previously permitted Marathon Gathering Project and Jackrabbit Compressor Station, which will deliver natural gas to processing facilities and market for sale.

The pipeline project consists of the following pipelines (500 psig MAOP):

- 2.1 mile 20" mainline extension
- 4.8 mile 10" Haystack lateral
- 2.6 mile 10" Garden Gulch lateral

The new and extended pipelines will connect new and anticipated Marathon Oil Company gas wells to the Jackrabbit Compressor Station, which compresses gas to a nearly of 1400 psig.

Above ground improvements proposed as part of this project will consist of the following:

- (3) 10" pig launchers
- (3) 10" pig receivers
- (1) 20" pig launcher

Construction of the pipelines will primarily consist of conventional trench and bury installation methods.

We have also identified a 7 acre office and yard site in Una and a 21.154 acre pipe yard on Highway 6 & 24 for staging areas. Both of these yards have been previously permitted by Garfield County for the Enterprise- Marathon Gathering System project.

Pipeline right-of-way Length and Widths – The total project right-of-way length is approximately 9.5 miles located on fee lands.

The construction and permanent right-of-way varies throughout the project length. The minimum construction right-of-way on the project is 75 feet in width. The minimum permanent easement on the project is 25 feet in width. Please see alignment sheets in Tab 2, specifically the "Easement" band.

As per the Garfield County Unified Land Use Resolution of 2008 Section 9-102, "Development Plan Review for Pipeline Right-of-Way", Enterprise is required to apply

for a Development Plan Review for Right-of-Way because the proposed pipeline is “greater than 12” in diameter and over 2 miles in length”.

We have located the new pipeline largely, in existing, disturbed right-of-way to limit surface disturbance to previously disturbed areas.

The design and construction of the pipeline system will be in accordance with applicable regulations, recognized industry codes and the normal and customary practice for these type of facilities. These regulations and codes include the latest accepted editions of 49 CFR 192 Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards and ASME B31.8 Gas Transmission and Distribution Piping Systems. The pig launchers and receivers will be designed in accordance with Section VIII of the ASME Boiler and Pressure Vessel Code.

We have also identified a 7 acre office and yard site in Una and a 21.154 acre pipe yard on Highway 6 & 24 for staging areas. We are utilizing these existing staging areas, in an effort of adaptive re-use, for the Logan Wash 16” Pipeline project. Materials are included with the respective sections of the application that detail these 2 areas.

Pre-Application Conference

A pre-application conference was held on May 20, 2009 with Dusty Dunbar- Garfield County Senior Planner III and Steve Anthony- Garfield County Vegetation Manager to discuss the project. Please find attached a copy of the pre-application form prepared by Ms. Dunbar.

Please note that during our pre-application conference, the project also consisted of a 4.2 mile, 10” diameter line called the Cascade Lateral. This lateral is currently not ready for inclusion into this permit application.

However, in order to reduce future surface disturbance and excavating near in-service natural gas lines, we are requesting approval to install a 10” diameter line, capped at both ends adjacent to the 10” Haystack Lateral from Station 209+92.2 to Station 234+42.6. Markers will be installed to locate these endpoints for future connection.

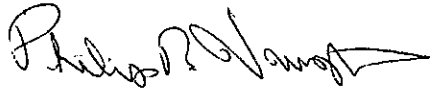
Maximum operating pressure, pipe material specifications, basic construction requirements and other such design factors for the project are listed below.

Pipeline Specifications	
Design maximum operating pressure:	500 psig
Normal operating pressure:	200-250 psig
Design Factor = 0.72 (Includes induction bends)	<u>Line Pipe</u> 20" OD x 0.375" WT x API-5L X-60 10.75" OD x 0.188" WT x API-5L X-52 <u>Induction Bends</u> 20" OD x 0.375" WT x API-5L X-65 10.75" OD x 0.250" WT x API-5L X-52
Design Factor = 0.60 (Launcher and receiver sites)	20" OD x 0.375" WT x API-5L GR B 20" OD x 0.375" WT x API-5L X-52 10.75" OD x 0.365" WT x API-5L GR B 10.75" OD x 0.250" WT x API-5L X-52
Valve and flange rating:	ANSI Class 300
Pipe coating, typical installation:	14-16 mil thick film-fusion bonded epoxy Factory applied (FBE)
Pipe coating, fabricated assembly installation:	Bare metal pipe provided for fabrication. Below grade installation primer coated and tape wrapped. Above grade installation spray painted with epoxy based paint protective coating.
Minimum pipe cover in trench:	4'-0" for general areas 4'-0" for road and creek crossings
Trench dimensions:	Width: Pipe OD + 1'6" minimum Pipe OD + 3'-0" maximum Depth: Min Cover + Pipe OD + 0'-6" Note: for trenches greater than 5'-0" total depth, conditions shall be inspected by a qualified person and appropriate slope stability measures implemented as required for safety. This may include sloping, shoring and bracing trench walls as directed by the qualified person.
Pipeline product:	Field grade semi-wet natural gas, flammable, non-toxic.
Operating temperature:	Nominal 60° F, Typical range 40° F to 120° F Maximum design temperature coatings 120°F Maximum design temperature for the pipeline system is 120°F

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely

A handwritten signature in black ink, appearing to read "Philip B. Vaughan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Philip B. Vaughan

President

PVCMILand Planning Division



GARFIELD COUNTY
Building & Planning Department
108 8th Street, Suite 201
Glenwood Springs, Colorado 81601
Telephone: 970.945.8212 Facsimile: 970.384.3470
www.garfield-county.com

PRE-APPLICATION CONFERENCE SUMMARY

PROJECT: EPCO Jackrabbit extension/ Laterals Pipeline **DATE: 6/6/09**
TYPE OF APPLICATION: Pipeline Development Plan

OWNER: Enterprise Pipeline Company
REPRESENTATIVE: Phil Vaughan 625-5350

PRACTICAL LOCATION: Garden Gulch off CR 215 **Parcel(s):**
20" Trunk: Sections 13, 23, 24, Township 6 South, Range 97 West
Cascade Lateral: Sections 21, 22, 23, 28, Township 6 South, Range 97 West.
Haystack Lateral: Sections 1, 2, 11, Township 7 South, Range 97 West and
Sections 23, 25, 26, 35 of Township 6 South, Range 97 West.
Garden Gulch Lateral: Section 6 Township 6 South, Range 96 West and Section 1
of Township 6 South, Range 97 West

I. GENERAL PROJECT DESCRIPTION

A pipeline for the transfer of natural gas is desired by the Applicant. It is to be installed in an existing corridor (that includes the TransColorado Pipeline) to minimize disturbance across private lands owned by Puckett Land Co., OXY USA, Inc. and Chevron USA, Inc.

Parcels that are private /corporate ownership:

Chevron USA, Inc. 216912200012 & 217118200008
Oxy WTP USA, Inc. 216921400026
Puckett Land Company 241101300001

2 parcels are proposed as staging areas:

- 21.154 acre Staging Area- Parcel #2447-064-00-057-
Specialty Restaurants Corp 80PCT, Stockton Restaurant 20PCT
8191 E Kaiser Blvd, Anaheim, CA 92808-2214
- 7 acre staging area- Parcel #2409-324-00-138-
Specialty Restaurants Corp 80PCT, Stockton Restaurant 20PCT
8191 E Kaiser Blvd, Anaheim, CA 92808-2214

The zoning is Resource Lands (on private parcels) and Open Space on adjacent parcels that are under Federal ownership.

Access to the site is available off the Garden Gulch Road on the east. All travel includes use of CR 215 from Parachute.

There is very limited human habitation in the area. The nearest residence is several miles away, on the valley floor off CR 215.

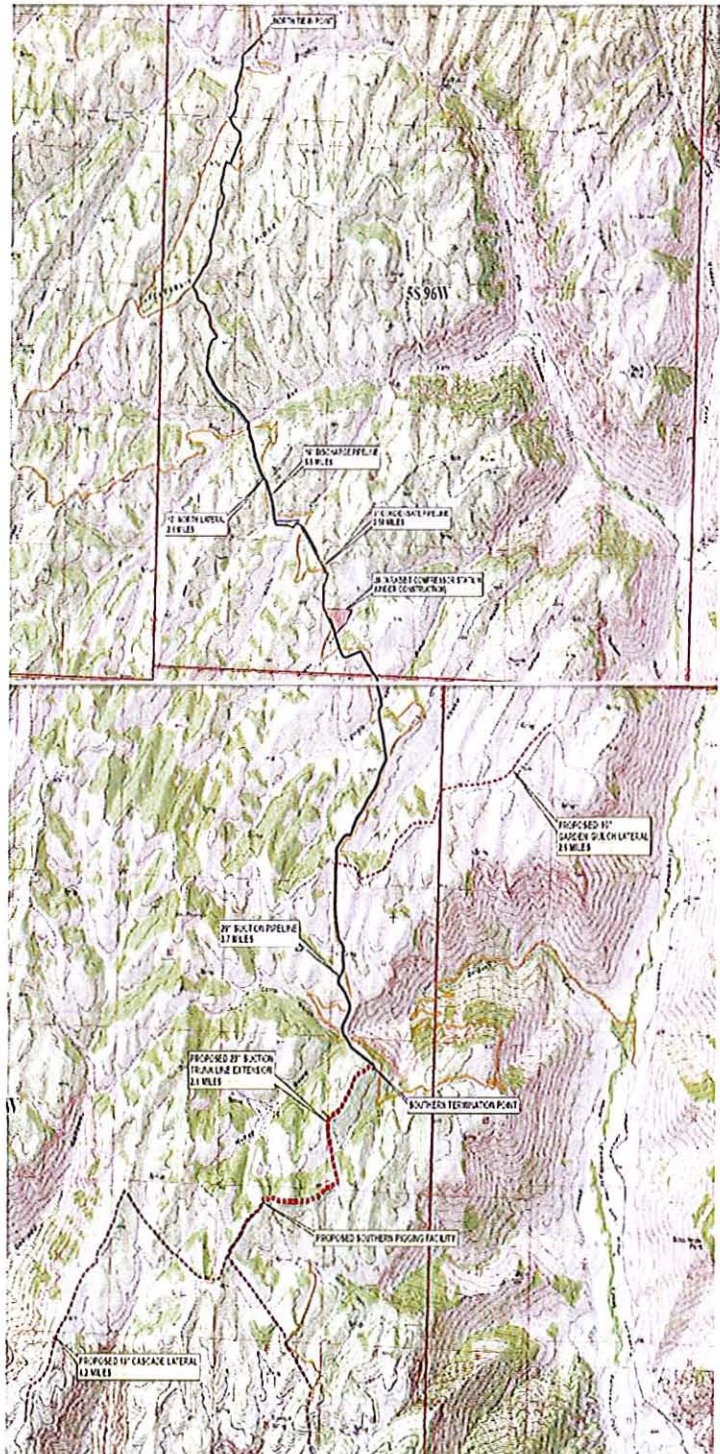
Pending approval, the project is slated to begin in August and be concluded in about 4 months. This construction timeframe is compatible with wildlife activities in the area, and there are no restrictions apparent for sensitive animal species (no active raptor nests, fawning/calving areas, winter range, etc.)

No habitation or occupation is proposed on the site; no sanitation system or water is required. Activities are to be conducted to minimize adverse interaction with wildlife, including trash/waste management, limiting disturbance of the riparian area and limiting the use of fresh water.

The project includes construction of three (3) pipeline laterals (Cascade, Haystack, Garden Gulch), an extension of the Marathon Trunk pipeline, and the Southern Pigging Facility where the southern lateral meets the suction trunk line. Details:

- The Marathon trunk pipeline is 20" in diameter and 2.1 miles in length.
- Cascade Lateral pipeline is 10" in diameter and 4.2 miles in length.
- Haystack Lateral pipeline is 10" in diameter and 4.8 miles in length.
- Garden Gulch Lateral pipeline is 10" in diameter and 2.6 miles in length.

It is outside areas mapped for standard FEMA flood plain maps, but involves some riparian area.



The pipeline path has been re-routed to avoid a spring near a line camp cabin.

The primary impact is construction. Standard requirements from GarCo Road and Bridge regarding oversized vehicle permits shall apply, as will the requirements from GarCo Vegetation Management. Maps that depict site specific information (raptor nests, sensitive plant species locations, noxious weed locations, etc.) need to be of sufficient size that markings are scaled properly and easy to interpret.

II. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS

(DEVELOPMENT CODE / COMPREHENSIVE PLAN, STATE STATUTES, ETC.)

Garfield County Unified Land Use Resolution: Article IX (Pipelines).

III. PROCESS In summary, the process will be the following:

1. Pre-application mtg
2. Submittal, Review by Staff for 'technical completeness'
3. Notice (TC) to applicant, schedule, Applicant submits referral copies
4. Materials sent to referral agencies- 30 day review for this PDP application
5. Staff prepares Notice of Determination, sends report and referral comments to Applicant
6. BOCC 'call up' period- 14 days
7. Permit issued with conditions by the Planning Director

IV. APPLICATION REVIEW

a. Review by: Staff for completeness recommendation and referral agencies for additional technical review

b. Public Hearing: none unless subjected by BOCC 'call up'

c. Referral Agencies:

GarCo Road and Bridge	GarCo Attorney
GarCo Vegetation Management	GarCo Public Health Dept.
Grand Valley Fire Protection District	GarCo Oil & Gas Liaison
GarCo Planning Project Engineer	Municipality: Parachute
Surface Owners	Colorado Division of Wildlife
Army Corps of Engineers	

V. PDP APPLICATION REVIEW FEES

a. Planning Review Fees: \$ 400

b. Referral Agency Fees: \$ _____

c. Total Deposit: \$ 400 (additional hours billed : \$40.50 /hour)

General Application Processing

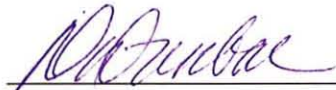
Planner reviews case for completeness and sends to referral agencies for comments. Case planner contacts applicant and sets up a site visit. Staff reviews

application to determine if it meets standards of review. Case planner makes a recommendation of approval, approval with conditions, or denial to the appropriate hearing body.

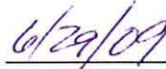
Disclaimer

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right.

Pre-application Summary Prepared by:



Dusty Dunbar, AICP



Date 6/29/09



Enterprise Gas Processing, LLC
Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

**Submittal Item Tab 4- Diagram showing adjacent properties
and the approximate location of buildings and their uses within
a distance of 350 feet of any proposed structure, facility or area
to be disturbed. 9-104 (C)**

There are no buildings within 350 feet of the proposed pipeline.

Please see details on the attached drawings in tab 2- Vicinity Map 9-104(A).

- A. 12499-1800-310 "Jackrabbit Extension and Laterals- 200'/350' Impact Envelopes with Surface Ownership-Garfield County Colorado".
- B. 12499-1800-751- 200'/350' Impact Envelopes Drawing Index Map
Important Note: Please note that the 10" Cascade Lateral pipeline is not being permitted within this application.
- C. 12499-1802-751- 10" Garden Gulch Lateral Pipeline- 200'/350' Impact Envelopes with Surface Ownership.
- D. 12499-1805-751- 10" Haystack Lateral Pipeline- 200'/350' Impact Envelopes with Surface Ownership.
- E. 12499-1807-751- 20" Suction Trunk Line Ext.- 200'/350' Impact Envelopes with Surface Ownership.

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely

Philip B. Vaughan

President

PVCMI-Land Planning Division



Enterprise Gas Processing, LLC

**Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application**

**Submittal Item Tab 5- Evidence of surface owner notification
and of surface agreements 9-104 (D)**

Agreements:

Jackrabbit Extension and Laterals

1. Pipeline easement agreement- Chevron USA, Inc./Enterprise Gas Processing, LLC, Section 13, T6S, R97W of the 6th P.M. dated May 1, 2009.
2. Chevron USA, Inc. Power of Attorney
3. Pipeline easement agreement- Chevron USA, Inc./Enterprise Gas Processing, LLC, Sections 1 and 6, T6S, R97W of the 6th P.M. dated June 10, 2009.
4. Pipeline easement agreement- Puckett Land Company/Enterprise Gas Processing, LLC, dated July 1, 2009.
5. Puckett Land Company Statement of Authority

Staging Area

1. Property Lease Agreement dated April 30, 2008 between Specialty Restaurants Corporation and Stockton Restaurant Corporation and EnCana Oil & Gas (USA), Inc. for a 7 acre office and yard site located in the NE1/4 NE1/4 of Section 33, Township 7 South, Range 96 West of the 6th P.M.- Garfield County Assessor Parcel Number 2409-324-00-138.
2. Property Lease Agreement dated April 30, 2008 between Specialty Restaurants Corporation and Stockton Restaurant Corporation and EnCana Oil

& Gas (USA), Inc. for a 21.154 acre Pipe yard located in Sections 5 and 6, Township 8 South, Range 96 West of the 6th P.M.- Garfield County Assessor Parcel Number 2447-064-00-057.

3. Assignment, Conveyance and Bill of Sale between EnCana Oil & Gas (USA), Inc. and Enterprise Gas Processing, LLC dated 7/21/08. This agreement, in part, transfers leases of the above noted Staging Areas to Enterprise Gas Processing, LLC from EnCana Oil & Gas (USA), Inc. Please see Exhibit A- Page 14- "Local Permits" 1- Garfield County Administrative Permit and Exhibit B- Section II- "Other Agreements"- Leases #4 and #6 are the Specialty Restaurants/EnCana Leases attached above.
4. December 11, 2008 Specialty Restaurants Corporation Acknowledgement of assignment of the 7 acre and 21.154 acre leases from EnCana Oil and Gas (USA), Inc. to Enterprise Gas Processing.
5. Extension of lease agreement between Specialty Restaurants Corporation to Enterprise for both the 7 acre and 21.154 acre leases dated January 12, 2009.
6. Extension of lease agreement between Specialty Restaurants Corporation to Enterprise for the 7 acre lease dated 5/27/09.
7. Specialty Restaurants Statement of Authority
8. Specialty Restaurants letter noting the ability for Enterprise to conduct reclamation activities on the 7 and 21.154 acre staging areas.

These agreements cover all of the easements and right-of-way necessary for installation and maintenance of the pipeline and associated staging areas.

Proof of Ownership:

In order to comply with recent requests by the Garfield County Attorney's office and his concerns regarding the accuracy of the Garfield County Assessor's records, we have prepared Title Commitments for each of the subject properties that the Marathon Gathering System and the Jackrabbit Compressor Station will be constructed upon.

Please find attached the following title commitments:

1. Chevron, USA Inc.- P.O. Box 285 Houston, TX 77001.
20" Trunkline Extension. Garfield County Assessor's Parcel Number: 2169-122-00-012.
Commonwealth Title of Garfield County, Inc. File Number 0901138 20" extension with an effective date of December 19, 2008.
2. Chevron, USA Inc.- P.O. Box 285 Houston, TX 77001.
Garden Gulch Lateral. Garfield County Assessor's Parcel Number: 2171-182-00-008.
Commonwealth Title of Garfield County, Inc. File Number 0905091 Chevron with a effective date of May 1, 2009.
3. Puckett Land Company- 5460 S Quebec St. Ste 250 Greenwood Village, CO 80111-1917.
20" Trunkline Extension. Garfield County Assessor's Parcel Number: 2411-013-00-001.
Commonwealth Title of Garfield County, Inc. File Number 0902057 with an effective date of January 30, 2009.
4. Puckett Land Company- 5460 S Quebec St. Ste 250 Greenwood Village, CO 80111-1917.
Haystack and Cascade Laterals. Sections 23, 25, 26, 35, 36 of T6S, R97W. Garfield County Assessor's Parcel Number: 2411-013-00-001.
Commonwealth Title of Garfield County, Inc. File Number 0904097Haystack with an effective date of April 15, 2009.
5. Puckett Land Company- 5460 S Quebec St. Ste 250 Greenwood Village, CO 80111-1917.
Haystack Lateral. Sections 1,2 and 11 of T7S, R97W. Garfield County Assessor's Parcel Number: 2411-013-00-001.
Commonwealth Title of Garfield County, Inc. File Number 0902113 Haystek with an effective date of February 6, 2009.
7. Specialty Restaurants Corp 80 PCT
Stockton Restaurant Corp 20 PCT
8191 East Kaiser Blvd
Anaheim, CA 92808-2214
Garfield County Assessor's Parcel Number: 2409-324-00-138.
Commonwealth Title of Garfield County, Inc. File Number 0905025 Logan with an effective date of April 22, 2009.

8. Specialty Restaurants Corp 80 PCT
Stockton Restaurant Corp 20 PCT
8191 East Kaiser Blvd
Anaheim, CA 92808-2214
Garfield County Assessor's Parcel Number: 2447-064-00-057.
Commonwealth Title of Garfield County, Inc. File Number 0905025 Logan with an effective date of April 22, 2009.


As per our pre-application meeting with Dusty Dunbar- Garfield County Senior Planner III and previous County interpretation, we have provided surface ownership information for the pipeline and have not provided mineral ownership information.

Each of the parcels above have been reviewed on the Garfield County Assessor's website and the title work and the Garfield County Assessor's website comport with each other.

Thank you for your assistance on this project.

Please contact me with any questions that you may have.

Sincerely,


Philip B. Vaughan
President
PVCMI- Land Planning Division

20" Extensions

PIPELINE EASEMENT AGREEMENT

STATE OF COLORADO §
 §
COUNTY OF GARFIELD §

This **PIPELINE EASEMENT AGREEMENT** ("Agreement"), is made effective as of this 1st day of May, 2009 ("Effective Date"), between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, with offices at 11111 S. Wilcrest Dr., Houston, Texas 77099 ("Grantor") and **ENTERPRISE GAS PROCESSING, LLC**, a Delaware limited liability company, with offices at 2727 North Loop West, Houston, TX 77008 ("Grantee"). (Grantor and Grantee shall each and collectively be referred to as "Party" and "Parties" in this Agreement.)

RECITALS

- A. Grantor owns certain land in Garfield County, Colorado referenced in Section 1.1.
- B. Grantee desires to obtain an easement, servitude, privilege and Right-of-Way covering the Land.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree to be bound by the terms of this Agreement.

AGREEMENT

1. GRANT AND RESERVATIONS

1.1 **Grant.** Subject to the terms and conditions of this Agreement, Grantor grants Grantee, a non-exclusive easement, servitude, privilege and right-of-way ("the Right-of-Way"), over, upon, under, through and across certain parcels situated in Section 13, T6S-R97W, of the 6th P.M., Garfield County, Colorado, that are more particularly described in Exhibit A ("Land") solely for the purpose of laying, constructing, using, operating, inspecting, maintaining, repairing, altering, replacing, and/or removing one 20 inch pipeline and related appurtenances, structures and facilities (including, without limitation, compression units, dehydration facilities, fittings, tie-overs, line heaters, appliances, meters, valve boxes, cathodic protection equipment and vents) ("Pipeline") as may be necessary for the transportation of natural gas and associated liquids and gases across the Land.

(A) **Right-of-Way Boundaries.** The Right-of-Way is thirty feet in width, the centerline of the Right-of-Way being situated directly over the proposed Pipeline, as depicted on Exhibit A - Description and Plat of Land and Right-of-Way. Grantee shall provide Grantor an as built survey prepared by a licensed surveyor of the Pipeline as constructed within two months of completing construction of the Pipeline. If Grantee fails to provide the as built survey required under this Section 1.1, it shall be considered a breach of this Agreement for purposes of Section 13. The as built survey shall be incorporated into Exhibit A and serve as the description of the boundaries of the Right-of-Way for all purposes under this Agreement. Grantee shall maintain current as-built drawings for the Pipeline and all of Grantee's surface and subsurface equipment and facilities located on the

Land at all times, and shall provide Grantor with copies of updated as-built drawings within two months of completing each update.

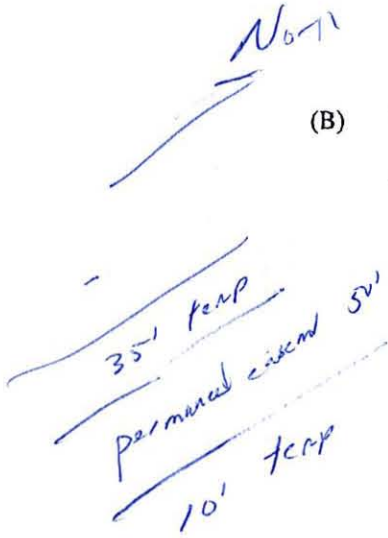
(B) **Temporary Limited Construction Access.**

- (1) During the period of initial pipeline construction to be completed no later than November 1, 2009, Grantee shall have the right of temporary use of an additional strip of land thirty five feet in width along the east side of the Right-of-Way and ten feet in width along the West side of the Right-of-Way described in this Section for construction staging ("Construction Buffer"), except where Grantee's activities will interfere with irrigation or drainage ditches, streams, or creeks in Garfield County, Colorado, as further described and depicted and incorporated by reference in Exhibit A. For any construction that takes place between October 1, 2009 and November 1, 2009, Grantee will be required to hire a third party environmental consultant to accompany and monitor Grantee during construction. The environmental consultant will be selected by Grantor and the costs associated with same will be borne solely by Grantee. Grantor reserves the right to require Grantee to suspend construction activities between October 1 and November 1, 2009, if the third party environmental consultant identifies any potential issues or concerns with the construction activities.
- (2) Grantee's rights under this Section 1.1(B) are subject to all reservations, terms and provisions of this Agreement, including but not limited to those terms relating to conditions, risk, and responsibility for access, use, maintenance, reclamation and restoration of Chevron lands. Grantee agrees to reclaim and repair the Construction Buffer to its original or better condition and to Grantor's satisfaction upon termination of Grantee's temporary access rights granted under this Section 1.1(B).
- (3) Grantee agrees to utilize the Construction Buffer only for exercise of the rights granted under this Agreement. Any other access or use by Grantee will be considered a trespass by the Grantor, subject at Grantor's sole discretion, to suspension or termination of this Agreement under Section 13 and pursuit by Grantor of any other available legal remedies against Grantee at Grantor's sole discretion
- (4) All temporary access rights granted under this Section 1.1(B) shall terminate at the earliest of the following dates: (a) completion of initial pipeline construction, (b) eight months from the Effective Date of this Agreement, or (c) termination of this Agreement under any of its provisions.

(C) **Access.** Grantor also grants Grantee the right of ingress and egress to, over, upon, through and across the Land for all purposes necessary to the exercise of Grantee's rights under this Agreement.

1.2 **Grantor's Reservations.**

QLS No. _____
Pipeline Easement Agreement, dated May 1, 2009, between Chevron and Enterprise
Execution Version



- (A) The Right-of-Way does not convey nor will it be construed as conveying any part of the fee title to the Land nor the oil, oil shale, gas, ores, and other mineral rights underlying the Land. Grantor reserves the right for itself or its permittees or assignees to explore for, mine, and remove oil, oil shale, gas, ores and other minerals on, under, or associated with the Land.
 - (B) The rights granted under this Agreement do not include agricultural, farming, ranching, fishing or hunting rights. Grantee, its employees, agents, contractors, and subcontractors are prohibited from fishing, hunting or carrying firearms on Grantor's lands, including the Right-of-Way.
 - (C) This Agreement is subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Land and Grantor further reserves the right to grant other easements, rights-of-way, licenses, leases and other agreements to third parties to covering the Land, so long as such does not unreasonably interfere with the rights granted to Grantee under this Agreement, and the Grantee is responsible for obtaining any necessary third party consents prior to conducting activities on the Land pursuant to this Agreement.
 - (D) Grantor reserves the right to fence the whole or any part of the boundaries of the Right-of-Way, and the right to build fences crossing the Right-of-Way.
- 1.3 **Construction Deadline.** If Grantee fails to complete construction of the Pipeline in the Right-of-Way granted within eight months from the Effective Date, this Agreement will terminate automatically.
- 1.4 **Environmental Impact.** In the event a potential environmental concern is discovered during the installation of the Pipeline, Grantee agrees to stop all work, and notify Grantor's representative as set out in Section 17 who will document the potential impact and determine whether any immediate remediation is necessary to prevent the impact from being exacerbated. Grantor reserves the right to obtain a full assessment of the Land after the line is installed. The discovery of a potential environmental impact before, during, or after construction does not alter or relieve the Grantee from any obligation to defend and indemnify Grantor against and remediate any environmental impact resulting from the Grantee's activities under this Agreement.
- 1.5 **No Warranties or Representations.** Grantor makes no warranties or representations, express or implied, concerning the title to the Land or Grantee's right of ingress and egress from the Right-of-Way across adjacent or adjoining lands. Grantee accepts this Right-of-Way and the Land accessed by Grantee in its exercise of its rights under this Agreement in its present condition, "AS IS, WHERE IS," accepting full responsibility, without warranty, express, statutory or implied as to merchantability, condition, quality or fitness for a particular purpose, or any other sort of warranty, and without recourse against Grantor whatsoever, not even for the return of any consideration paid to Grantor.

2. MAINTENANCE AND USE OF RIGHT-OF-WAY

- 2.1 **Prudent Operations.** All activities permitted under this Agreement shall be performed and conducted in a prudent, safe, and workmanlike manner.
- 2.2 **No Interference With Use By Grantor or Its Lessees.** Grantee shall build, maintain and operate the Right-of-Way in such a manner that the Grantee's operations will in no way hinder or prevent the use and enjoyment of Grantor's Land and adjoining property, including, but not limited to use of the Land and adjoining property for exploration, mining, development, and removal of oil, oil shale, gas, ores, or other minerals, and farming, ranching and land development operations. In conducting any activities on the Land, Grantee shall minimize disruption and damage to any of the following: (A) the Right-of-Way and adjacent or adjoining lands or lands used for ingress or egress to the Right-of-Way; (B) the operations of Grantor's surface or mineral lessees, grantees, permittees, or invitees; or (C) Grantor or any of its lessees', grantees', or permittees' irrigation systems, crops, grazing livestock, pasture, and other agricultural and grazing equipment and lands. Prior to exercising any rights granted under this Agreement, Grantee shall give notice of Grantee's planned construction activities to all persons holding any rights, licenses, permits, easements or leases of record, as well as notice to Grantor's Ranch Manager for all other persons to use the surface of the Land and lands used for access to the Land.
- 2.3 **Pipeline Depth.** Grantee shall bury its Pipeline and subsurface facilities to provide a minimum of thirty-six inches between the surface of the ground and the top of the Pipeline and facilities except in those areas where rock is encountered that would otherwise require blasting, in which case, the top of the Pipeline and facilities shall be buried a minimum of eighteen inches beneath the surface of the ground.
- 2.4 **Weeds.** In consultation with Grantor's Ranch Manager, Grantee shall control all invasive weed species in the Right-of-Way. Grantee shall use methods of invasive weed species control which are in compliance with applicable law and without posing significant risk to human health or the environment.
- 2.5 **Good Repair; No Litter.** Grantee will maintain the Right-of-Way in good repair, clear of debris, refuse and litter. From time to time as necessary, Grantee will clear away any and all refuse and litter and any other debris associated with the Pipeline or maintenance of the Right-of-Way, and shall ensure same are removed from and properly disposed in accordance with applicable law off of Grantor's property. If Grantor notifies Grantee of any refuse, litter, or debris on the Right-of-Way, Grantee shall have seven days from the date of Grantor's notification to clear it away and clean the Right-of-Way.
- 2.6 **No Alcohol or Recreational Activities Permitted.** Grantee shall not allow or permit any of its employees, agents, contractors or sub-contractors while on the Land or any of Chevron's adjacent or surrounding lands to do any of the following: (A) use, possess, sell, distribute or be under the influence of alcohol or illicit or non-prescribed drugs or substances at any time; (B) bring or possess dogs or other animals ; (C) picnic; (D) ride horses, bicycles, motorcycles, quad-runners or ATV's; or (E) any recreational activity at any time.

- 2.7 **Vehicle Compliance.** Grantee and any of its employees, agents, contractors or sub-contractors shall not operate any motor vehicle upon the Land unless all occupants are wearing seat belts, nor shall any vehicle be operated upon the Land in excess of 15 miles per hour or other posted speed limits.
- 2.8 **Improvements.** Grantee will maintain at its sole expense all improvements, fences, gates and cattle guards now located on the Right-of-Way or which may be placed on the Right-of-Way by Grantee, and will build, maintain and/or erect all necessary additional fences, gates and cattle guards as required by Grantor.
- 2.9 **Grass Fires.** Grantee shall take all necessary precautions, in conducting its activities under this Agreement, to prevent brush and grass fires.
- 2.10 **No Oil, Gas, Mineral, Agricultural, Hunting, or Fishing Rights.** The rights granted under this Agreement do not include the right to explore for or produce oil, gas or other minerals, and do not include agricultural, farming, ranching, fishing or hunting rights. Grantee, its employees, agents, contractors, and subcontractors are prohibited from fishing, hunting or carrying firearms on Grantor lands, including the Right-of-Way.
- 2.11 **Trespassers.** Grantee will notify trespassers to keep off the Right-of-Way by posting signs at its sole expense unless already posted by Grantor, in which event Grantee agrees to maintain any existing signs during the Term. In the event any trespasser refuses to vacate or cease trespassing on the Right-of-Way, Grantee shall promptly notify Grantor.
- 2.12 **Activities to be Performed at Grantee's Direction; No Public Use.** All activities permitted pursuant to this Agreement shall be performed by or under the direction of Grantee, and Grantee shall not permit, unless otherwise authorized in writing by Grantor, public easements, public facilities, or public roads over or under the Right-of-Way.
- 2.13 **Safe Condition; Restoration of Land.** Grantee shall keep the Land in a good and safe condition and, after doing any work which disturbs any surface area outside the Right-of-Way, whether inside or outside the boundaries of the Land, Grantee shall restore the surface to its original or better condition prior to disturbance in accordance with Section 10.
- 2.14 **No Permanent Installations Without Grantor Approval.** Grantee shall have no right to locate any additional permanent surface installation on any part of the Land without the prior written approval of Grantor, which approval is separate from and in addition to any rights granted in this Agreement. Grantor may withhold its approval for any reason or no reason. Grantee shall have no right to use any of Grantor's surface outside of the boundaries of the Land, except rights of ingress and egress to the Right-of-Way granted under this Agreement.
- 2.15 **Storage of Equipment and Parking of Vehicles.** Grantee shall store equipment, materials, and park all vehicles associated with the construction and completion of the Pipeline only in the designated locations agreed to by Grantor. Any additional storage, parking, or construction surface shall not be utilized without prior approval from Grantor.

- 2.16 **Handling of Top Soil.** Grantee shall remove any top-soil from the Land separately from other material removed by Grantee in connection with any activity on the Land, and shall replace any topsoil removed upon completion of that activity.
- 2.17 **Stones, Brush, and Other Debris.** All stones, brush and debris uncovered on, removed from or deposited on Grantor lands as the result of activities permitted under this Agreement shall be disposed of at Grantor's direction and at Grantee's sole cost and expense.
- 2.18 **Backfill and Restoration of Field Grade.** Grantee shall properly backfill and compact disturbed ground, excavated Pipeline trenches, and other excavations in connection with its activities on the Land. Compaction of disturbed areas in hay fields and pastures shall be accomplished using hydro-compaction methods followed by replacement of topsoil, free of stones and other debris. Grantee shall also permanently restore to field grade any settling or slumping in Grantor's fields and pastures caused by activities permitted under this Agreement.
- 2.19 **Drainage and Irrigation Systems, Roads, and Improvements**
- (A) Grantee shall timely replace or rebuild, to the satisfaction of Grantor, any and all parts of any drainage or irrigation system road or other improvement that may be damaged in connection with Grantee's activities conducted pursuant to this Agreement.
- (B) Grantee shall restore to proper operating condition to Grantor's satisfaction any irrigation systems damaged by the activities permitted under this Agreement. Immediately upon completion of any activity performed under this Agreement, Grantee shall timely repair any damage to open irrigation and drainage ditches by using proper mechanical ditch channel compaction methods and by reestablishing pre-disturbance grades and flowlines.
- (C) All culverts and buried irrigation system pipelines damaged by the Right-of-Way activities shall be replaced by Grantee immediately upon completion of the activity.
- 2.20 **Roads.** Upon completion of the Pipeline, Grantee shall grade all roads on Grantor's lands that were used in connection with Grantee's activities under this Agreement.
- 2.21 **Fences.** Grantee shall have the right to cross fences and/or install gates with Grantor's written approval on Grantor property adjoining the Right-of-Way whenever Grantee's crossing shall be reasonably necessary in conducting activities permitted under this Agreement. Grantee shall maintain a proper enclosure at all times and shall restore fences to a condition equal to or better than their condition prior to Grantee's crossing as soon as crossing is completed. Nothing in this Section 2.21 shall be construed to make Grantee responsible for restoration of fencing damaged or removed by any party other than Grantee, its employees, agents, contractors, subcontractors, or invitees.

2.22 **Effect of Noncompliance.** Failure to comply with the conditions of this Section 2 may, in Grantor's sole discretion, result in the termination of this Agreement and forfeiture by Grantee of all rights under this Agreement.

3. **TERM.** The Right-of-Way is granted for a term of one year from the Effective Date, and for so long thereafter as Grantee shall use and maintain the Pipeline without cessation of more than one hundred eighty consecutive days.

4. **COORDINATION WITH GRANTOR'S RANCH MANAGER.** Grantee shall work in cooperation with Grantor's Ranch Manager to coordinate all activities permitted under this Agreement. At least ten days prior to beginning work on the Pipeline, Grantee shall contact Grantor's Ranch Manager at the phone number listed below with the signatures to this Agreement, and shall arrange a mutually convenient time to review Grantee's plans for the Right-of-Way. In addition to reviewing Grantee's plans under the requirements of Sections 1 and 2, Grantee and Grantor's Ranch Manager will agree upon the trees to be cut within the Right-of-Way. Grantee will provide Grantor and all other road users with a detailed timeline of the construction of the Pipelines.

5. **PAYMENTS**

5.1 Grantee shall pay to Grantor a payment in the amount of \$ _____ upon execution of this Agreement. An annual payment, as hereinafter described, shall be made by Grantee to Grantor on or before each anniversary date of the Effective Date this Agreement, at the address first set forth below in this Section 5. The first of annual payment shall be in the amount of \$ _____. After the first annual payment, the annual payment shall thereafter increase by _____ percent each year. No payment shall be deemed made by Grantee under this Agreement until the correct amount due is actually received by Grantor.

5.2 All payments to Grantor hereunder shall be made by Grantee's check, mailed postage prepaid, to Grantor at Attn: Manager, Shale Oil Development, QLS No. _____, Chevron U.S.A. Inc., P.O. Box 36366, Houston, TX 77236, which shall continue as the depository for payments under this Agreement regardless of changes in ownership of the Land and until Grantee is notified, in writing, of a change of corporate name, identity and/or address of Grantor. The payment shall reference this Agreement's QLS number as found at the bottom of each page of this Agreement.

6. **COMPLIANCE WITH APPLICABLE LAW.** Grantee warrants and agrees that Grantee and Grantee's contractors, subcontractors, agents, and invitees will comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, tribal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the utilization of the Pipeline or Land and/or any activities conducted under, pursuant to or by virtue of this Agreement. In addition, Grantee warrants that Grantee and its contractors, subcontractors, agents, and invitees will not discharge, dump, bury or store on the Land or in or on any water or waters on, adjacent to or in the area of the Land, for purposes of disposal, oil, chemicals, toxic substances or materials, and hazardous wastes or substances of any kind. **Accordingly, Grantee specifically agrees to fully indemnify and hold Grantor harmless from and against any and all claims, demands, losses, judgments, causes of action, fines, penalties and costs, including but not limited to attorney's fees and costs of court, arising out of or**

connected with the non-compliance with or violation by Grantee of any of the provisions of this Section 6, regardless of the fault or negligence of Grantor, and any such non-compliance or violation may result in the termination of this Agreement, subject to Section 13 .

7. **NECESSARY PERMITS.** Grantee and Grantee's contractors, subcontractors, agents, and invitees shall maintain, all licenses, permits, consents, approvals or other authorizations from all governmental or professional or other bodies having jurisdiction which are necessary for the performance of activities permitted under this Agreement.
8. **LIENS.** Grantee will pay all claims for labor and materials that may be furnished on its behalf, and will defend, indemnify and hold Grantor harmless against all liens, encumbrances and claims that may be filed against Grantor's lands as a result of activities under this Agreement and all claims incurred and/or paid in connection with same.

9. **TERMINATION**

9.1 **Failure to Complete Pipeline or Cessation of Use.** If Grantee fails to complete the Pipeline within eight months from the Effective Date, or ceases to use and maintain the Right-of-Way or Pipeline for more than one hundred and eighty consecutive days at any time after the Effective Date, this Agreement will automatically terminate.

9.2 **Interference with Grantor's Operations**

(A) If at any time after the Effective Date Grantor determines in its sole discretion that Grantee's operations, even if previously approved by Grantor, will interfere with Grantor's exercise of its rights to explore, develop, produce, remove, or transport oil, oil shale, ores, gas, or other minerals, Grantor may choose either of the following options:

- (1) Terminate the Agreement, subject to Section 10.
- (2) Require Grantee to modify or relocate the Pipeline within the Land or to other Grantor lands as Grantor may direct in order to eliminate the interference to Grantor's satisfaction. If Grantor elects to require Grantee to modify or relocate Grantee's operations under this Agreement, all of the following will occur:
 - (a) The Parties shall execute a written amendment to this Agreement reflecting the modification or relocation of the Pipeline under this Agreement.
 - (b) If modification or relocation of Grantee's operations occurs prior to January 1, 2018, Grantor shall reimburse Grantee for its reasonable and actual documented costs of relocating the Pipeline, subject to Section 11 and Grantee's obligations to under Section 10.
 - (c) Effective January 1, 2018 and thereafter, Grantee agrees to modify or relocate the Pipeline at its sole risk and cost and subject to Section 11 and Grantee's obligations under Section 10.

- 9.3 Upon termination of this Agreement under this Section 9 or any other provision of this Agreement, Grantor will have the option, in its sole discretion, to either retain the right to use the Pipeline subject to Grantee's obligations under Section 10.1, or require Grantee to abandon or remove the Pipeline under Section 10.2 and restore the Right-of-Way under Section 10.1.
- 9.4 Termination of this Agreement under any of its provisions shall not operate to extinguish any obligations of Grantee which have accrued at the time of termination, or which accrue upon termination.

10. GRANTEE OBLIGATIONS UPON COMPLETION OF PIPELINE OR TERMINATION

10.1 Restoration.

- (A) Upon completion of the Pipeline or termination of this Agreement under any provision of this Agreement, Grantee shall have thirty days from completion of the Pipeline or termination of this Agreement, as applicable, to restore the Right-of-Way and all areas on Grantor lands areas disturbed by any activity under this Agreement to their original or better condition. If termination of this Agreement or completion of the Pipeline, as applicable, occurs after October, Grantee shall have until the earlier of June 30 or spring thaw of the following year to restore the Right-of-Way and all areas on Grantor lands affected by any activity under this Agreement to their original or better condition.
- (B) Grantee's restoration obligations under Section 10.1(A) shall include reseeded with seed mixes and planting trees approved by Grantor. Grantee shall continue to reseed and cultivate until successfully reestablishing self sustaining vegetation in the Right-of-Way. Reseeded areas shall be properly mulched except in pastures and hay fields. Grantee shall also spray all areas disturbed by construction to control noxious weeds for a period of no less than three growing seasons after completion of the Pipeline or termination of this Agreement, as applicable.

10.2 **Grantor's Option to Require Abandonment or Removal.** Upon termination of this Agreement, Grantor shall have the option in its sole discretion to require either abandonment or removal of the Pipeline. If abandonment is requested by Grantor, Grantee shall leave the Pipeline in a safe and well maintained condition. If removal of the Pipeline is requested by Grantor, Grantee shall have a period of six months from and after the effective date of termination in which to remove the Pipeline and to comply with its restoration obligations under Section 10.1.

10.3 **Grantee Release.** Upon the termination of this Agreement, in whole or in part, for any reason, Grantee will, within thirty days of written demand, deliver to Grantor an instrument in the county records that reflects that Grantee's rights to the Land under this Agreement have terminated. If Grantee fails to comply with this obligation within the time required, Grantee authorizes Grantor to file a notice of termination on Grantee's behalf.

11. **LIMITATION ON DAMAGES.** Under no circumstances shall Grantor have any obligation to compensate Grantee for indirect or consequential loss, including loss of production, petroleum or petroleum products, loss of prospective economic advantage or benefit, or loss of business opportunity, punitive or exemplary damages.
12. **GRANTEE'S INDEMNITY.** GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD GRANTOR AND ALL OF GRANTOR'S AFFILIATED AND PARENT AND SUBSIDIARY COMPANIES, JOINT VENTURERS AND PARTNERS, AND ALL OF THE AFORESAID ENTITIES' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INVITEES AND INSURERS ("INDEMNITEES") HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, INJURY, COSTS (INCLUDING ATTORNEY FEES), EXPENSES, FINES, CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH GRANTEE'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, FOR INJURY TO OR ILLNESS OR DEATH OF ANY PERSON (INCLUDING BUT NOT LIMITED TO AN INDEMNITEE OR AN EMPLOYEE OR AGENT OF GRANTEE OR GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF INDEMNITEES, GRANTEE, GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, AND ORDERS INCLUDING BUT NOT LIMITED TO CERCLA AND RCRA. GRANTEE'S INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER INDEMNITEES' NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT THAT IT IS VOID OR OTHERWISE UNENFORCEABLE UNDER APPLICABLE LAW.
13. **GRANTOR'S RIGHT TO SUSPEND ACTIVITIES AND TERMINATE FOR BREACH**
- 13.1 If Grantee defaults in the performance of any of its obligations under this Agreement, Grantor may suspend activities under this Agreement at the sole cost of Grantee effective immediately upon Grantor's delivery of written notice to Grantee, and Grantor may enforce the performance of this Agreement in any manner provided in this Agreement or by law. Any attempt by Grantee to interfere with Grantor's exercise of its rights to suspend Grantee's activities for breach shall result in automatic termination of this Agreement.
- 13.2 Regardless of whether Grantor suspends Grantee's activities under this Agreement, if Grantee fails to perform any act required by this Agreement or otherwise comply with any of its obligations under this Agreement, Grantor shall have the right but not the obligation to take either of the following actions:
- (A) Terminate the Agreement if Grantee's default continues for a period of thirty days after Grantee receives written notice of default from Grantor, and Grantee has not either cured the default within the thirty day period or undertaken and

diligently pursued actions reasonably calculated to cure the default within the thirty day period.

- (1) After expiration of the thirty day period, Grantor will have the right, without further notice or demand, to enter the Right-of-Way, assume ownership of Grantee's personal property without the necessity of a formal conveyance or bill of sale from Grantee, and require Grantee to restore or abandon the Right-of-Way under Section 10 or undertake restoration or abandonment itself, without waiving any other remedies to which Grantor may be entitled.
 - (2) Grantee shall fully reimburse Grantor for the costs of removing, storing, and/or disposing of the personal property. If Grantor elects to restore or abandon, Grantee shall also fully reimburse Grantor for the costs of abandoning or restoring the Right-of-Way to its original condition. If, within sixty days after the date of Agreement termination, Grantee does not fully reimburse Grantor for any of these costs, then in addition to Grantor's other rights under this Agreement, Grantor may dispose of the personal property, retain any proceeds from the sale of the property, and may recover from Grantee any deficiency.
- (B) Perform the act or obligation that Grantee failed to perform without terminating the Agreement, and Grantee will fully defend, indemnify and hold Grantor harmless against all costs and expenses incurred by Grantor in performing the act or obligation that Grantee failed to perform. If Grantee fails to comply fully with the terms of this Agreement, Grantee will be obligated to reimburse all costs and expenses incurred by Grantor in enforcing this Agreement, including but not limited to court costs and attorneys' fees.

14. INSURANCE

- 14.1 Neither the minimum policy limits of insurance required of Grantee under this Section 14 nor the actual amounts of insurance maintained by Grantee under its insurance program limit or reduce Grantee's liability and indemnity obligations in this Agreement.
- 14.2 Grantee shall maintain the following insurance and all other insurance required by applicable law:
- (A) Workers' Compensation and Employer's Liability Insurance as prescribed by applicable laws. The policy limits of the Employer's Liability Insurance must not be less than \$10,000,000.00 per occurrence
 - (B) Commercial General Liability (Bodily Injury and Property Damage) Insurance, including the following supplemental coverages: Contractual Liability to cover the liabilities assumed in this Contract; Products and Completed Operations; Explosion, Collapse and Underground Hazards; and Sudden and Accidental Pollution. The policy territory coverage must include all areas where operations are to be performed. The policy limits must not be less than \$10,000,000 combined single limit per occurrence.

- (C) Automobile Bodily Injury and Property Damage Liability Insurance extending to all vehicles provided by Lessee in the performance of operations. The policy limits for this insurance must be the higher of the amount required by applicable law or \$10,000,000 combined single limit per occurrence.

14.3 Policy Endorsements.

- (A) Grantee shall, or shall cause its insurer to, provide Grantor with thirty days' notice before canceling or making a material change to an insurance policy required by Section 14.
- (B) Waivers of subrogation in favor of Indemnitees must be included in the Workers' Compensation insurance policies required by Section 14.2(A).
- (C) The insurance required in Sections 14.2(B) and 14.2(C) must include all of the following:
 - (1) Grantor shall be named as additional insured to the extent of the liabilities assumed by Grantee under this Agreement. The coverage provided to Grantor as additional insured must expressly include liability imposed or sought to be imposed upon Grantor for the contributory fault or negligence of Grantor to the extent that Grantee has assumed such liabilities of Grantor under the Agreement.
 - (2) A provision that the insurance is primary with respect to all insured, including additional insured, and that no other insurance carried by Grantor will be considered as contributory insurance for any loss.
 - (3) A cross liability or severability of interest clause which has the effect of insuring that each insured (including additional insured) is covered as a separate insured.

14.4 Evidence of Insurance. Before performing any operations on the Land under this Agreement, Grantee shall provide Grantor with certificates or other documentary evidence satisfactory to Grantor of the insurance and endorsements required under this Section 14 and shall reference the QLS No. at the bottom of each page of this Agreement when providing this evidence. Grantor's acceptance of this certificate does not constitute a waiver, release or modification of any of the insurance coverages and endorsements required under this Section 14. Grantee shall provide copies of insurance policies required under this Agreement if requested by Grantor. Grantee acknowledges that failure to provide a certificate or a copy of a policy or other evidence as required by this Section 14.4 may lead to termination of this Agreement.

14.5 Deductibles or Self-Insured Retentions. Grantee is solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against Grantor covered by Grantee's insurance policies. The level of these deductibles or retentions must be reasonable and compatible with that expected of a prudent operator in similar circumstances.

- 14.6 **Waiver of Subrogation for Grantor's Physical Damage Insurance.** Grantee shall obtain a written waiver of subrogation in favor of Grantor from its insurers who provide physical damage insurance with respect to property used in the performance of operations.
- 14.7 **Conflict with Applicable Law.** Grantee will not be required to carry the insurance coverages required in this Agreement to the extent such coverages conflict with, or are void or otherwise unenforceable under, applicable laws or regulations.
15. **TAXES.** Grantee shall promptly pay, before delinquency, all taxes and assessments levied or assessed upon or against the Right-of-Way during the term of this Agreement, by reason of, or resulting from Grantee's activities under this Agreement. Grantee shall reimburse Grantor for any increase in taxes paid by Grantor resulting from the value of the Pipeline and associated facilities, whether or not separately assessed. Grantee shall pay all taxes levied or assessed upon or against Grantee's Pipeline and operations on the Right-of-Way.
16. **REMOVAL OF PROPERTY.** All buildings, improvements, material, machinery, equipment and other property that may be constructed or placed on the Land by Grantee will not become part of the real property but will remain the personal property of Grantee. Upon completion of the Pipeline, Grantee shall no longer have the right to place personal property on the Land and shall remove all of its personal property from the Land within sixty days following completion of the Pipeline. If Grantee fails to remove its personal property from the Land within sixty days following completion of the Pipeline, Grantor will have the right but not the obligation, without further notice or demand, to assume ownership of the personal property without the necessity of a formal conveyance or bill of sale from Grantee or to dispose of the personal property and retain any proceeds from sale. Grantee shall fully reimburse Grantor for the costs removing, storing, and disposing of the personal property. If Grantor elects to sell the personal property and proceeds of the sale are not sufficient to cover the costs removing, storing, or disposing of the property, Grantor may recover from Grantee any deficiency.
17. **NOTICES.** All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving party set out in the signature page to this Agreement and shall reference the QLS No. identified at the bottom of each page of this Agreement. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Agreement provided that the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by email are ineffective. Except as otherwise provided in this Agreement, notices are effective when received by the recipient during the recipient's regular business hours. Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.
18. **CONFLICT OF INTEREST.** Conflicts of interest relating to this Agreement are strictly prohibited. Except as provided in this Agreement, neither Grantee, nor any director, employee, agent of Grantee, shall give to or receive from any director, employee or agent of Grantor any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, neither Grantee nor any director, employee or agent of Grantee shall, without prior written notification thereof to Grantor, enter into any business relationship with any director, employee, or agent of Grantor or any affiliate, unless such person is acting for and on behalf of Grantor. Grantee shall promptly notify Grantor of any violation of this Section 18. Any representatives

authorized by Grantor may audit any and all records of Grantee for the sole purpose of determining whether there has been compliance with this Section 18 under this Agreement. . Grantee shall maintain true and correct records in connection with all matters relating to this Agreement and retain such records for at least twenty-four months after termination of this Agreement.

19. **PUBLIC ANNOUNCEMENTS.** Grantee shall not issue any public announcement or statement concerning the Right-of-Way or this Agreement without obtaining Grantor's prior written consent.
20. **THIRD PARTY RIGHTS.** No Person who is not a party to this Agreement has any rights under this Agreement or may enforce any provision in this Agreement.
21. **GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules.
22. **RECORDING OF MEMORANDUM OF AGREEMENT.** Grantee shall execute a memorandum for recordation purposes of this Agreement, on a form approved by Grantor, delivering same to Grantee for recordation in the Office of the County Clerk of Garfield County, Colorado. Neither Party shall record their duplicate original of this Agreement in public real property records. However, nothing shall prohibit any Party from filing a copy of this Agreement in a civil action to the extent necessary to enforce rights or obligations of the Agreement or as may otherwise be required by applicable law or by lawful order of any administrative or judicial proceeding. Grantee agrees that upon its receipt of the Memorandum of Pipeline Easement Agreement for recordation purposes from Grantor that Grantee shall file same of record and will deliver to Grantor, a copy of the recorded Memorandum showing the filing and recording information.
23. **GENERAL PROVISIONS**
 - 23.1 **Entire Agreement.** This Agreement comprises the complete and exclusive agreement between the Parties regarding the subject matter, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
 - 23.2 **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Parties.
 - 23.3 **Severability.** Each provision of this Agreement is severable. If any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.
 - 23.4 **Waiver.** No waiver by either Party of this Agreement's terms, provisions or conditions shall be effective unless specifically evidenced in writing and signed by or on behalf of the Party granting such waiver. A Party's failure to pursue remedies for breach of this Agreement does not constitute a waiver by such Party of any breach of this Agreement or

raise any defense against claims against a Party for breach of this Agreement. The waiver or failure to require the performance of any covenant or obligation contained in this Agreement or to pursue remedies for breach of this Agreement does not waive a later breach of that covenant or obligation.

- 23.5 **Survival.** Despite termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to audit, confidentiality, conflicts of interest, insurance, disclaimer of certain remedies, limitations of liability, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations. Each of the obligations and undertakings set out in this Agreement which is not fully performed at termination shall continue in force after termination.
- 23.6 **Interpretation.** Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:
- (A) The plural and singular words each include the other.
 - (B) The word “or” is not exclusive.
 - (C) The word “includes” and “including” are not limiting.
 - (D) References to matters “arising” (or which “arise” or “arises”) “out of this Agreement” include matters which arise in connection with this Agreement or have a causal connection with or which flow from this Agreement or which would not have arisen or occurred but for the entering into this Agreement or the performance of or failure to perform obligations under this Agreement.
 - (E) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.
- 23.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument; provided that neither Party will be bound to this Agreement unless and until both Parties have executed a counterpart.
- 23.8 **Drafting.** Preparation of this Agreement has been a joint effort of the Parties and the resulting Agreement must not be construed more severely against one of the Parties than against the other.
- 23.9 **Assignment.** This Agreement is personal to Grantee, and Grantee may not assign its rights under this Agreement, in whole or in part, without Grantor’s prior written consent. Grantor may withhold its consent or impose conditions for its consent for any reason or no reason. Any attempted assignment made in violation of this provision will be, in Grantor’s sole discretion (and in addition to any other remedy available to Grantor at law or in equity), voidable and of no force. If Grantor consents to an assignment, Grantee and any approved assignee(s) will be jointly and severally liable for the performance of all

obligations imposed upon Grantee under this Agreement, and such assignment must affirm Grantee and its assignee's intent to be bound by all of the terms and provisions of this Agreement and any conditions of Grantor's consent. Any assignment to which Grantor consents shall not be binding upon or recognized by Grantor in any way unless it meets the requirements of this Section 23.9 and a certified copy has been furnished to Grantor. The granting of Grantor's consent to any assignment will be effective only as to the specific assignment then the express subject of such consent, and any subsequent assignment that may be proposed or attempted will be ineffective without Grantor's prior written consent under this Section.

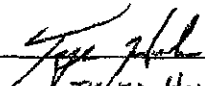
23.10 **Authorized Representatives.** Each Party represents and warrants that the Agreement has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery and performance of this Agreement.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

The Parties have executed this Agreement in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

GRANTOR :
CHEVRON U.S.A. INC.

Signature:



Name: TYLER HAHN

Title: Attorney-in-Fact

ADDRESS FOR NOTICES:


11111 S. Wilcrest
Houston, Texas 77099

Attention: Land Manager

Ranch Manager: Craig Tysse, (970) 285-9722

GRANTEE:
ENTERPRISE GAS PROCESSING LLC

Signature:



Name: GLORIA L. KEETER

Title: Agent & Attorney in Fact

ADDRESS FOR NOTICES:

P.O. Box 4324
Houston, TX 77210

Attention: Regional Manager
~~Director of Land~~

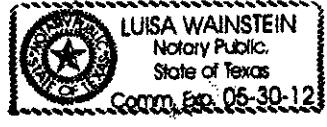
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STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 29 day of JUNE, 2009 by Tyler Hahn as Attorney-in-Fact for Chevron U.S.A. Inc.

My Commission Expires: 5-30-12
Notary Public Luisa Wainstein



STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 25th day of JUNE, 2009 by Debra S. Keeter as Attorney in Fact of Enterprise Gas Processing, LLC.

My Commission Expires: 11/10/12
Notary Public Amy E. Owens

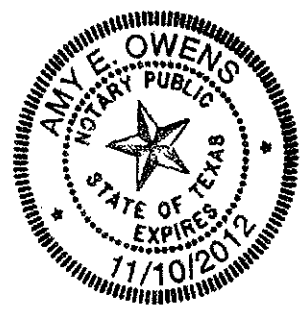
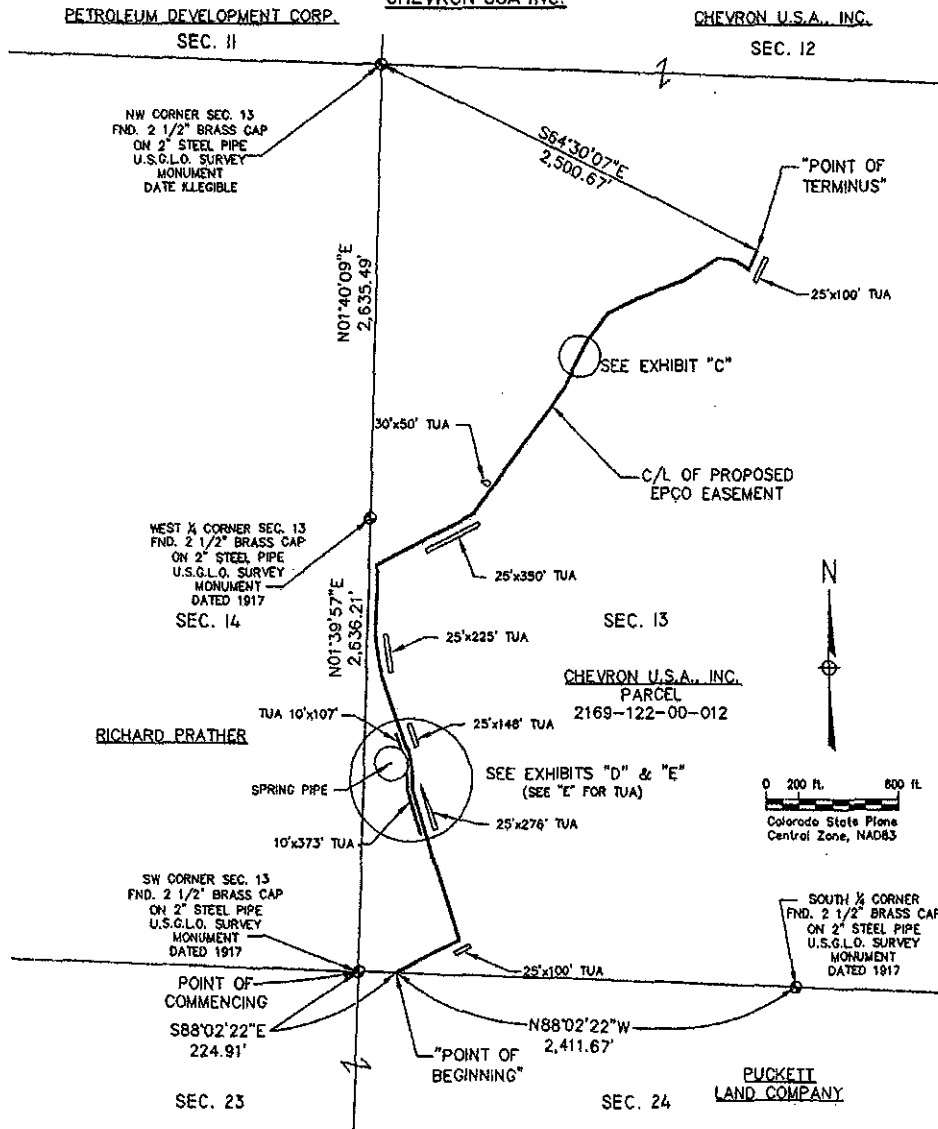


EXHIBIT A – DESCRIPTION AND PLAT OF LAND AND RIGHT-OF-WAY

QLS No. _____
Pipeline Easement Agreement, dated May 1, 2009, between Chevron and Enterprise
Execution Version

EXHIBIT "A"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
WEST HALF OF SECTION 13, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
CHEVRON USA INC.



SEE ATTACHED RIGHT OF WAY DESCRIPTION WHICH BY THIS REFERENCE IS MADE HEREOF.

SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF FEBRUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTE:

1) BASIS OF BEARING: GPS OBSERVATION ALONG THE SOUTH LINE OF SAID SECTION 13 AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: N88°02'22"W

2) DATE FIELD SURVEY: 2/14/09

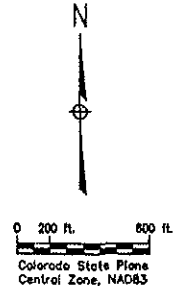
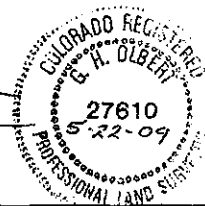
3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.

4) SEE EXHIBIT "B" FOR LEGAL DESCRIPTION.

NOTICE:

ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



FORERUNNER
 12499-1607-900
 PAGE 1 OF 3

DATE PLOTTED	DATE PRINTED	DATE CHECKED	DATE
5/20/09	5/20/09	5/20/09	5/20/09

EXHIBIT "B"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
WEST HALF OF SECTION 13, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
CHEVRON USA INC.

30' WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT

A 30' WIDE RIGHT-OF-WAY AND EASEMENT LYING WITHIN THE WEST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AS FOLLOWS:

COMMENCING AT A BRASS U.S.G.L.O. SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 88°02'22" EAST ALONG THE SOUTH LINE OF SECTION 13, FOR A DISTANCE OF 224.9 FEET; TO THE "POINT OF BEGINNING" OF SAID CENTERLINE;


THENCE NORTH 63°03'14" EAST FOR A DISTANCE OF 419.73 FEET;
 THENCE NORTH 17°32'52" WEST FOR A DISTANCE OF 914.76 FEET;
 THENCE NORTH 1°38'19" WEST FOR A DISTANCE OF 165.19 FEET;
 THENCE NORTH 10°00'47" WEST FOR A DISTANCE OF 69.96 FEET;
 THENCE NORTH 54°41'13" WEST FOR A DISTANCE OF 19.09 FEET;
 THENCE NORTH 19°16'35" WEST FOR A DISTANCE OF 447.25 FEET;
 THENCE NORTH 8°27'40" WEST FOR A DISTANCE OF 243.48 FEET;
 THENCE NORTH 1°40'04" EAST FOR A DISTANCE OF 401.57 FEET;
 THENCE NORTH 62°30'39" EAST FOR A DISTANCE OF 637.64 FEET;
 THENCE NORTH 37°04'19" EAST FOR A DISTANCE OF 927.30 FEET;
 THENCE NORTH 26°22'07" EAST FOR A DISTANCE OF 304.08 FEET;
 THENCE NORTH 37°48'55" EAST FOR A DISTANCE OF 196.84 FEET;
 THENCE NORTH 63°00'41" EAST FOR A DISTANCE OF 197.82 FEET;
 THENCE NORTH 69°54'18" EAST FOR A DISTANCE OF 304.10 FEET;
 THENCE NORTH 58°55'29" EAST FOR A DISTANCE OF 249.47 FEET;
 THENCE SOUTH 82°58'05" EAST FOR A DISTANCE OF 97.70 FEET;
 THENCE SOUTH 59°04'07" EAST FOR A DISTANCE OF 101.20 FEET;
 THENCE NORTH 25°45'34" EAST FOR A DISTANCE OF 119.52 FEET
 TO THE "POINT OF TERMINUS";

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 174,501 SQUARE FEET OR 4.006 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 5,816.7 LINEAR FEET OR 352.5 RODS MORE OR LESS.

BASIS OF BEARING FOR THE ABOVE DESCRIBED RIGHT-OF-WAY AND EASEMENT IS NORTH 88°02'22" WEST ALONG THE SOUTH LINE OF SAID SECTION 13.

SURVEYOR'S STATEMENT:

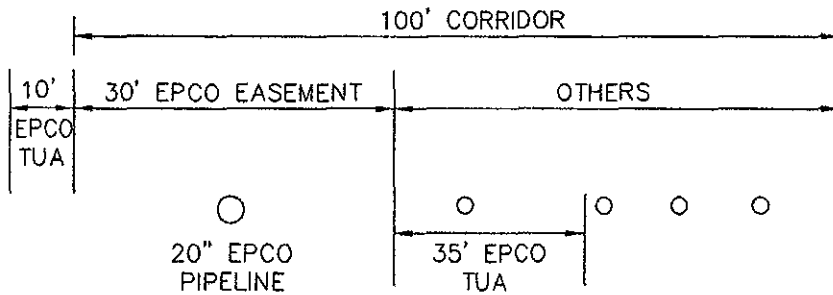
I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF FEBRUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.


 GEORGE OLBERT
 P.L.S. #27610



DATE	FILE NO.	DWG. NO.	
10/20/09	12453-1807-000		
P.L.S.	12453-1807-000	Page 2 of 3	

EXHIBIT "C"
TYPICAL EASEMENT FOR EPCO PIPELINE



SURVEYOR'S STATEMENT:

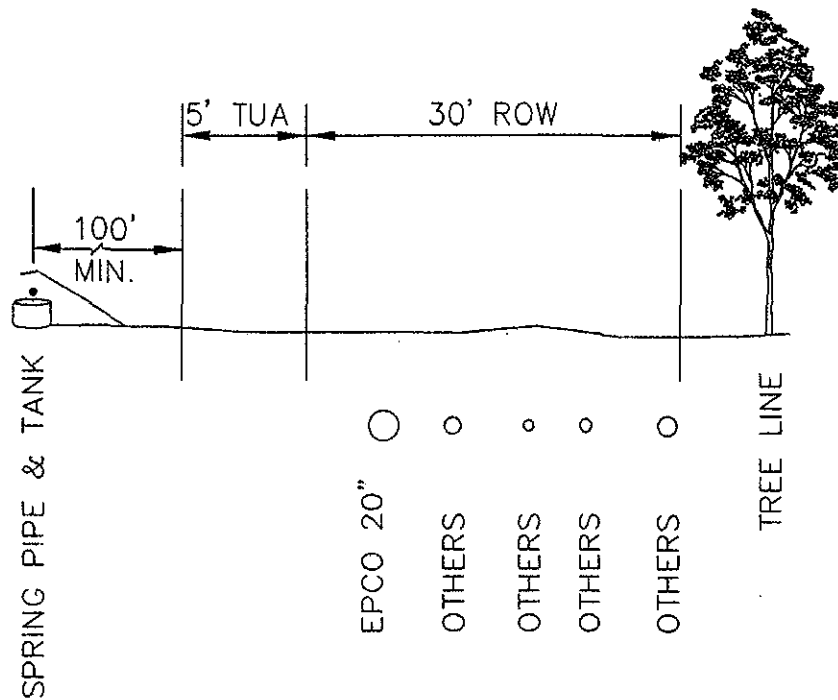
I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF FEBRUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	FILE NO.	DATE	DATE
05/22/09	12489-1807-800	05/22/09	05/22/09
BY	FORERUNNER	DATE	DATE
GEORGE OLBERT	12489-1807-800	05/22/09	05/22/09

EXHIBIT "D"
PINCH POINT EASEMENT FOR EPCO PIPELINE



SURVEYOR'S STATEMENT:

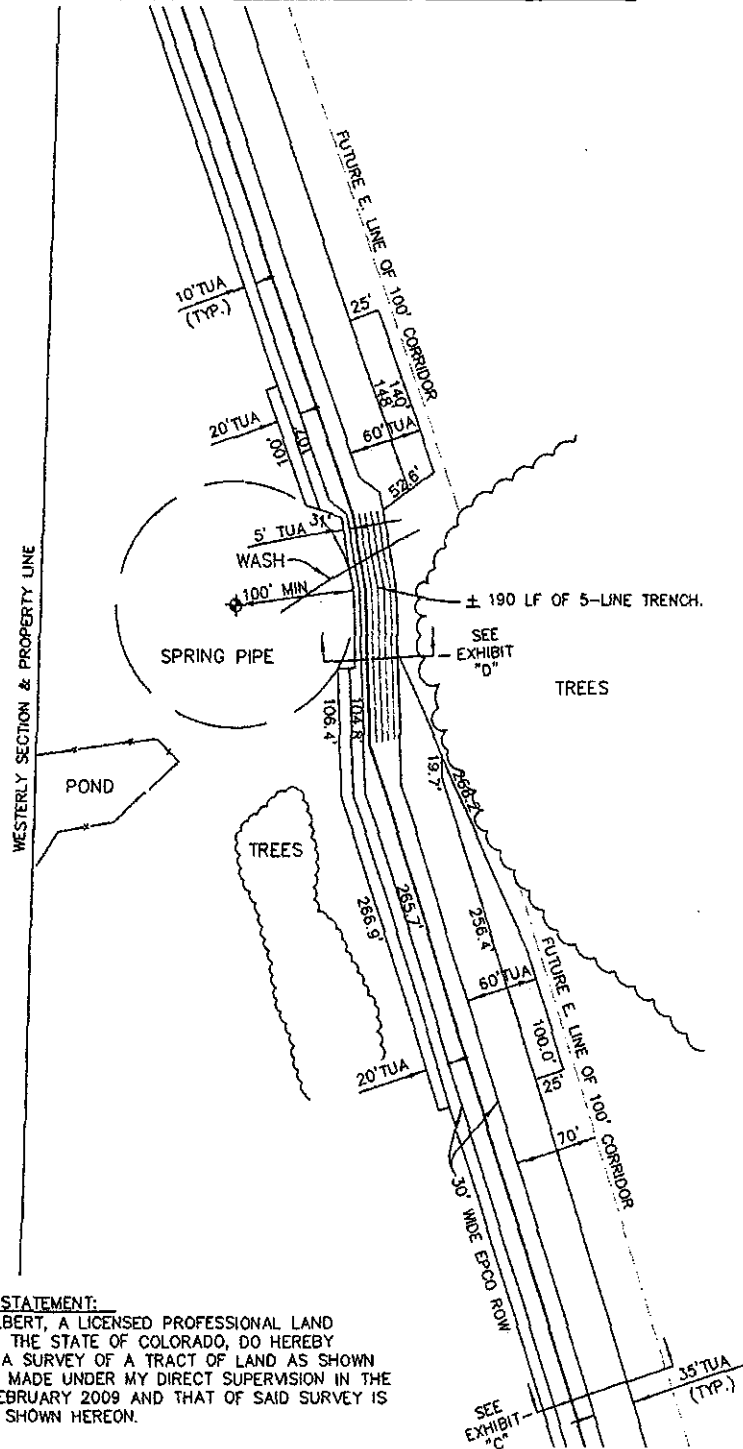
I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF FEBRUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	FILE NO.	DRAW. NO.	SHEET
12/20/09	12499-1	12499-1807-800	0
DATE PLOTTED		PAGE # OF #	
1/20/10		PAGE 4 OF 5	

EXHIBIT 'E'
DETAIL OF PINCH POINT TO AVOID SPRING & ASPEN GROVE



SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF FEBRUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



Plan No.	1109-A	Draw. No.	12489-1807-800
Scale	AS SHOWN	Sheet	3 OF 3
Date	2/20/09	Project	12489-1807-800





**CONFORMED
COPY**

**POWER OF ATTORNEY
CHEVRON U.S.A. INC.**

KNOW ALL MEN BY THESE PRESENTS THAT CHEVRON U.S.A. INC., a Pennsylvania corporation, ("CHEVRON"), acting herein through J. STEPHEN LASTRAPES, Assistant Secretary, hereunto duly authorized by Resolution of the Board of Directors, hereby makes, constitutes, and appoints T. S. HAHN, to be its true and lawful Attorney-in-Fact with authority, for and on its behalf, without the necessity of affixing the corporate seal, to execute, acknowledge, deliver, file, record, accept, assign, amend, extend, terminate, withdraw, release, settle, compromise, surrender, ratify, and renew all instruments, papers and documents requiring execution in the name of CHEVRON, except as herein below stated, and no authority is conferred by this Power of Attorney for execution of the following:

1. Leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of CHEVRON where either book value or sale price exceeds Twenty-Five Million Dollars (\$25,000,000.00) or the acreage exceeds Six Thousand Four Hundred (6,400) acres;
2. Deeds or conveyances to others covering fee lands of CHEVRON, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars (\$25,000,000.00);
3. Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;
4. Documents or agreements establishing bank accounts in the name of CHEVRON or withdrawing of funds or closing of any bank accounts of CHEVRON.

This Power of Attorney shall remain in full force and effect from and after first day of January, 2009 through the 31st day of December, 2009, and its exercise shall be valid in all the states, territories and possessions of the United States.

IN WITNESS WHEREOF, CHEVRON has caused its name to be subscribed hereto by J. STEPHEN LASTRAPES, Assistant Secretary, for that purpose duly authorized, this 31st day of December, 2008.

CHEVRON U.S.A. INC.

By: *J. Stephen Lastrapes*
J. STEPHEN LASTRAPES
Assistant Secretary

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of December, 2008, by J. STEPHEN LASTRAPES, Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, on behalf of said corporation.

Debra H. McClendon
Notary Public, State of Texas



PIPELINE EASEMENT AGREEMENT

STATE OF COLORADO §
 §
COUNTY OF GARFIELD §

This **PIPELINE EASEMENT AGREEMENT** ("Agreement"), is made effective as of this 10th day of June, 2009 ("Effective Date"), between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, with offices at 11111 S. Wilcrest Dr., Houston, Texas 77099 ("Grantor") and **ENTERPRISE GAS PROCESSING, LLC.**, a Delaware limited liability company, with offices at 2727 North Loop West, Houston, TX 77008 ("Grantee"). (Grantor and Grantee shall each and collectively be referred to as "Party" and "Parties" in this Agreement.)

RECITALS

- A. Grantor owns certain land in Garfield County, Colorado referenced in Section 1.1.
- B. Grantee desires to obtain an easement, servitude, privilege and Right-of-Way covering the Land.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree to be bound by the terms of this Agreement.

AGREEMENT

1. GRANT AND RESERVATIONS

1.1 **Grant.** Subject to the terms and conditions of this Agreement, Grantor grants Grantee, a non-exclusive easement, servitude, privilege and right-of-way ("Right-of-Way"), over, upon, under, through and across certain parcels situated in Section 1 T6S-R97W and Section 6 T6S-R96W, of the 6th P.M., Garfield County, Colorado, that are more particularly described and incorporated by reference in Exhibit A ("Land") solely for the purpose of laying, constructing, using, operating, inspecting, maintaining, repairing, altering, replacing, and/or removing one 10-inch gas pipeline and related appurtenances, structures and facilities (including, without limitation, compression units, dehydration facilities, fittings, tie-overs, line heaters, appliances, meters, valve boxes, cathodic protection equipment and vents) ("Pipeline") as may be necessary for the transportation of natural gas and associated liquids and gases across the Land.

(A) **Right-of-Way Boundaries.** The Right-of-Way is thirty feet in width, the centerline of the Right-of-Way being situated directly over the proposed Pipeline, as depicted on Exhibit A - Description and Plat of Land and Right-of-Way. Grantee shall provide Grantor an as built survey prepared by a licensed surveyor of the Pipeline as constructed within two months of completing construction of the Pipeline. If Grantee fails to provide the as built survey required under this Section 1.1, it shall be considered a breach of this Agreement for purposes of Section 13. The as built survey shall be incorporated into Exhibit A and serve as the description of the boundaries of the Right-of-Way for all purposes under this Agreement. Grantee shall maintain current as-built drawings for the Pipeline and

all of Grantee's surface and subsurface equipment and facilities located on the Land at all times, and shall provide Grantor with copies of updated as-built drawings within two months of completing each update.

(B) **Access.** Grantor also grants Grantee the right of ingress and egress to, over, upon, through and across the Land for all purposes necessary to the exercise of Grantee's rights under this Agreement.

(C) **Temporary Limited Construction Access.**

- (1) During the period of initial pipeline construction to be completed no later than eight months from the Effective Date of this Agreement, Grantee shall have the right of temporary use of an additional strip of land forty five feet in width along the north side of the Right-of-Way described in this Section for construction staging ("Construction Buffer"), except where Grantee's activities will interfere with irrigation or drainage ditches, streams, or creeks in Garfield County, Colorado, as further described and depicted and incorporated by reference in Exhibit A.
- (2) During the period of initial pipeline construction to be completed no later than eight months from the Effective Date of this Agreement, Grantee shall have the right of temporary use of the Temporary Use Areas as labeled and further described and depicted and incorporated by reference in Exhibit A.
- (3) Grantee's rights under this Section 1.1(C) are subject to all reservations, terms and provisions of this Agreement, including but not limited to those terms relating to conditions, risk, and responsibility for access, use, maintenance, reclamation and restoration of Chevron lands. Grantee agrees to reclaim and repair the Construction Buffer and the Temporary Use Areas to their original or better condition and to Grantor's satisfaction upon termination of Grantee's temporary access rights granted under this Section 1.1(C).
- (4) Grantee agrees to utilize the Construction Buffer and Temporary Use Areas only for exercise of the rights granted under this Agreement. Any other access or use by Grantee will be considered a trespass by the Grantor, subject at Grantor's sole discretion, to suspension or termination of this Agreement under Section 13 and pursuit by Grantor of any other available legal remedies against Grantee at Grantor's sole discretion
- (5) All temporary access rights granted under this Section 1.1(C) shall terminate at the earliest of the following dates: (a) completion of initial pipeline construction, (b) eight months from the Effective Date of this Agreement, or (c) termination of this Agreement under any of its provisions.

1.2 **Grantor's Reservations.**

- (A) The Right-of-Way does not convey nor will it be construed as conveying any part of the fee title to the Land nor the oil, oil shale, gas, ores, and other mineral rights underlying the Land. Grantor reserves the right for itself or its permittees or assignees to explore for, mine, and remove oil, oil shale, gas, ores and other minerals on, under, or associated with the Land.
- (B) The rights granted under this Agreement do not include agricultural, farming, ranching, fishing or hunting rights. Grantee, its employees, agents, contractors, and subcontractors are prohibited from fishing, hunting or carrying firearms on Grantor's lands, including the Right-of-Way.
- (C) This Agreement is subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Land, and Grantor further reserves the right to grant other easements, rights-of-way, licenses, leases and other agreements to third parties covering the Land, so long as such does not unreasonably interfere with the rights granted to Grantee under this Agreement. Grantee is responsible for obtaining any necessary third party consents prior to conducting activities on the Land pursuant to this Agreement.
- (D) Grantor reserves the right to fence the whole or any part of the boundaries of the Right-of-Way, and the right to build fences crossing the Right-of-Way.

1.3 **Construction Deadline.** If Grantee fails to complete construction of the Pipeline in the Right-of-Way granted within eight months from the Effective Date, this Agreement will terminate automatically.

1.4 **Environmental Impact.** In the event a potential environmental concern is discovered during the installation of the Pipeline, Grantee agrees to stop all work, and notify Grantor's representative as set out in Section 17 who will document the potential impact and determine whether any immediate remediation is necessary to prevent the impact from being exacerbated. Grantor reserves the right to obtain a full assessment of the Land after the line is installed. The discovery of a potential environmental impact before, during, or after construction does not alter or relieve the Grantee from any obligation to defend and indemnify Grantor against and remediate any environmental impact resulting from the Grantee's activities under this Agreement.

1.5 **No Warranties or Representations.** Grantor makes no warranties or representations, express or implied, concerning the title to the Land or Grantee's right of ingress and egress from the Right-of-Way across or access to adjacent or adjoining lands. Grantee accepts this Right-of-Way and any Chevron lands accessed by Grantee in its exercise of its rights under this Agreement in their present condition, "AS IS, WHERE IS," accepting full responsibility, without warranty, express, statutory or implied as to merchantability, condition, quality or fitness for a particular purpose, or any other sort of warranty, and without recourse against Grantor whatsoever, not even for the return of any consideration paid to Grantor.

2. MAINTENANCE AND USE OF RIGHT-OF-WAY

- 2.1 **Prudent Operations.** All activities permitted under this Agreement shall be performed and conducted in a prudent, safe, and workmanlike manner.
- 2.2 **No Interference With Use By Grantor or Its Lessees.** Grantee shall build, maintain and operate the Right-of-Way in such a manner that the Grantee's operations will in no way hinder or prevent the use and enjoyment of Grantor's Land and adjoining property, including, but not limited to use of the Land and adjoining property for exploration, mining, development, and removal of oil, oil shale, gas, ores, or other minerals, and farming, ranching and land development operations. In conducting any activities on the Land, Grantee shall minimize disruption and damage to any of the following: (A) the Right-of-Way and adjacent or adjoining lands or lands used for construction on or ingress or egress to the Right-of-Way; (B) the operations of Grantor's surface or mineral lessees, grantees, permittees, or invitees; or (C) Grantor or any of its lessees', grantees', or permittees' irrigation systems, crops, grazing livestock, pasture, and other agricultural and grazing equipment and lands. Prior to exercising any rights granted under this Agreement, Grantee shall give notice of Grantee's planned construction activities to all persons holding any rights, licenses, permits, easements or leases of record, as well as notice to Grantor's Ranch Manager for all other persons to use the surface of the Land and lands used for access to the Land.
- 2.3 **Pipeline Depth.** Grantee shall bury its Pipeline and subsurface facilities to provide a minimum of thirty-six inches between the surface of the ground and the top of the Pipeline and facilities except in those areas where rock is encountered that would otherwise require blasting, in which case, the top of the Pipeline and facilities shall be buried a minimum of eighteen inches beneath the surface of the ground.
- 2.4 **Weeds.** In consultation with Grantor's Ranch Manager, Grantee shall control all invasive weed species in the Right-of-Way. Grantee shall use methods of invasive weed species control which are in compliance with applicable law and without posing significant risk to human health or the environment.
- 2.5 **Good Repair; No Litter.** Grantee will maintain the Right-of-Way in good repair, clear of debris, refuse and litter. From time to time as necessary, Grantee will clear away any and all refuse and litter and any other debris associated with the Pipeline or maintenance of the Right-of-Way, and shall ensure same are removed from and properly disposed in accordance with applicable law off of Grantor's property. If Grantor notifies Grantee of any refuse, litter, or debris on the Right-of-Way, Grantee shall have seven days from the date of Grantor's notification to clear it away and clean the Right-of-Way.
- 2.6 **No Alcohol or Recreational Activities Permitted.** Grantee shall not allow or permit any of its employees, agents, contractors or sub-contractors while on the Land or any of Chevron's adjacent or surrounding lands to do any of the following: (A) use, possess, sell, distribute or be under the influence of alcohol or illicit or non-prescribed drugs or substances at any time; (B) bring or possess dogs or other animals ; (C) picnic; (D) ride horses, bicycles, motorcycles, quad-runners or ATV's; or (E) any recreational activity at any time.

- 2.7 **Vehicle Compliance.** Grantee and any of its employees, agents, contractors or sub-contractors shall not operate any motor vehicle upon the Land unless all occupants are wearing seat belts, nor shall any vehicle be operated upon the Land in excess of 15 miles per hour or other posted speed limits.
- 2.8 **Improvements.** Grantee will maintain at its sole expense all improvements, fences, gates and cattle guards now located on the Right-of-Way or which may be placed on the Right-of-Way by Grantee, and will build, maintain and/or erect all necessary additional fences, gates and cattle guards as required by Grantor.
- 2.9 **Grass Fires.** Grantee shall take all necessary precautions, in conducting its activities under this Agreement, to prevent brush and grass fires.
- 2.10 **No Oil, Gas, Mineral, Agricultural, Hunting, or Fishing Rights.** The rights granted under this Agreement do not include the right to explore for or produce oil, gas or other minerals, and do not include agricultural, farming, ranching, fishing or hunting rights. Grantee, its employees, agents, contractors, and subcontractors are prohibited from fishing, hunting or carrying firearms on Grantor lands, including the Right-of-Way.
- 2.11 **Trespassers.** Grantee will notify trespassers to keep off the Right-of-Way by posting signs at its sole expense unless already posted by Grantor, in which event Grantee agrees to maintain any existing signs during the Term. In the event any trespasser refuses to vacate or cease trespassing on the Right-of-Way, Grantee shall promptly notify Grantor.
- 2.12 **Activities to be Performed at Grantee's Direction; No Public Use.** All activities permitted pursuant to this Agreement shall be performed by or under the direction of Grantee, and Grantee shall not permit, unless otherwise authorized in writing by Grantor, public easements, public facilities, or public roads over or under the Right-of-Way.
- 2.13 **Safe Condition; Restoration of Land.** Grantee shall keep the Land in a good and safe condition and, after doing any work which disturbs any surface area outside the Right-of-Way, whether inside or outside the boundaries of the Land, Grantee shall restore the surface to its original or better condition prior to disturbance in accordance with Section 10.
- 2.14 **No Permanent Installations Without Grantor Approval.** Grantee shall have no right to locate any additional permanent surface installation on any part of the Land without the prior written approval of Grantor, which approval is separate from and in addition to any rights granted in this Agreement. Grantor may withhold its approval for any reason or no reason. Grantee shall have no right to use any of Grantor's surface outside of the boundaries of the Land, except rights of ingress and egress to the Right-of-Way granted under this Agreement.
- 2.15 **Storage of Equipment and Parking of Vehicles.** Grantee shall store equipment, materials, and park all vehicles associated with the construction and completion of the Pipeline only in the designated locations agreed to by Grantor. Any additional storage, parking, or construction surface shall not be utilized without prior approval from Grantor.

- 2.16 **Handling of Top Soil.** Grantee shall remove any top-soil from the Land separately from other material removed by Grantee in connection with any activity on the Land, and shall replace any topsoil removed upon completion of that activity.
- 2.17 **Stones, Brush, and Other Debris.** All stones, brush and debris uncovered on, removed from or deposited on Grantor lands as the result of activities permitted under this Agreement shall be disposed of at Grantor's direction and at Grantee's sole cost and expense.
- 2.18 **Backfill and Restoration of Field Grade.** Grantee shall properly backfill and compact disturbed ground, excavated Pipeline trenches, and other excavations in connection with its activities on the Land. Compaction of disturbed areas in hay fields and pastures shall be accomplished using hydro-compaction methods followed by replacement of topsoil, free of stones and other debris. Grantee shall also permanently restore to field grade any settling or slumping in Grantor's fields and pastures caused by activities permitted under this Agreement.
- 2.19 **Drainage and Irrigation Systems, Roads, and Improvements**
- (A) Grantee shall timely replace or rebuild, to the satisfaction of Grantor, any and all parts of any drainage or irrigation system road or other improvement that may be damaged in connection with Grantee's activities conducted pursuant to this Agreement.
- (B) Grantee shall restore to proper operating condition to Grantor's satisfaction any irrigation systems damaged by the activities permitted under this Agreement. Immediately upon completion of any activity performed under this Agreement, Grantee shall timely repair any damage to open irrigation and drainage ditches by using proper mechanical ditch channel compaction methods and by reestablishing pre-disturbance grades and flowlines.
- (C) All culverts and buried irrigation system pipelines damaged by the Right-of-Way activities shall be replaced by Grantee immediately upon completion of the activity.
- 2.20 **Roads.** Upon completion of the Pipeline, Grantee shall grade all roads on Grantor's lands that were used in connection with Grantee's activities under this Agreement.
- 2.21 **Fences.** Grantee shall have the right to cross fences and/or install gates with Grantor's written approval on Grantor property adjoining the Right-of-Way whenever Grantee's crossing shall be reasonably necessary in conducting activities permitted under this Agreement. Grantee shall maintain a proper enclosure at all times and shall restore fences to a condition equal to or better than their condition prior to Grantee's crossing as soon as crossing is completed. Nothing in this Section 2.21 shall be construed to make Grantee responsible for restoration of fencing damaged or removed by any party other than Grantee, its employees, agents, contractors, subcontractors, or invitees.

2.22 **Effect of Noncompliance.** Failure to comply with the conditions of this Section 2 may, in Grantor's sole discretion, result in the termination of this Agreement and forfeiture by Grantee of all rights under this Agreement.

3. **TERM.** The Right-of-Way is granted for a term of one year from the Effective Date, and for so long thereafter as Grantee shall use and maintain the Pipeline without cessation of more than one hundred eighty consecutive days.

4. **COORDINATION WITH GRANTOR'S RANCH MANAGER.** Grantee shall work in cooperation with Grantor's Ranch Manager to coordinate all activities permitted under this Agreement. At least ten days prior to beginning work on the Pipeline, Grantee shall contact Grantor's Ranch Manager at the phone number listed below with the signatures to this Agreement, and shall arrange a mutually convenient time to review Grantee's plans for the Right-of-Way. In addition to reviewing Grantee's plans under the requirements of Sections 1 and 2, Grantee and Grantor's Ranch Manager will agree upon the trees to be cut within the Right-of-Way. Grantee will provide Grantor and all other road users with a detailed timeline of the construction of the Pipelines.

5. PAYMENTS

5.1 Grantee shall pay to Grantor a payment in the amount of \$ _____ upon execution of this Agreement. An annual payment, as hereinafter described, shall be made by Grantee to Grantor on or before each anniversary date of the Effective Date this Agreement, at the address first set forth below in this Section 5. The first of annual payment shall be in the amount of \$ _____. After the first annual payment, the annual payment shall thereafter increase by _____ percent each year. No payment shall be deemed made by Grantee under this Agreement until the correct amount due is actually received by Grantor.

5.2 All payments to Grantor hereunder shall be made by Grantee's check, mailed postage prepaid, to Grantor at Attn: Manager, Shale Oil Development, QLS No. _____, Chevron U.S.A. Inc., P.O. Box 36366, Houston, TX 77236, which shall continue as the depository for payments under this Agreement regardless of changes in ownership of the Land and until Grantee is notified, in writing, of a change of corporate name, identity and/or address of Grantor. The payment shall reference this Agreement's QLS number as found at the bottom of each page of this Agreement.

6. **COMPLIANCE WITH APPLICABLE LAW.** Grantee warrants and agrees that Grantee and Grantee's contractors, subcontractors, agents, and invitees will comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, tribal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the utilization of the Pipeline or Land and/or any activities conducted under, pursuant to or by virtue of this Agreement. In addition, Grantee warrants that Grantee and its contractors, subcontractors, agents, and invitees will not discharge, dump, bury or store on the Land or in or on any water or waters on, adjacent to or in the area of the Land, for purposes of disposal, oil, chemicals, toxic substances or materials, and hazardous wastes or substances of any kind. **Accordingly, Grantee specifically agrees to fully indemnify and hold Grantor harmless from and against any and all claims, demands, losses, judgments, causes of action, fines, penalties and costs, including but not limited to attorney's fees and costs of court, arising out of or**

connected with the non-compliance with or violation by Grantee of any of the provisions of this Section 6, regardless of the fault or negligence of Grantor, and any such non-compliance or violation may result in the termination of this Agreement, subject to Section 13 .

7. **NECESSARY PERMITS.** Grantee and Grantee's contractors, subcontractors, agents, and invitees shall maintain, all licenses, permits, consents, approvals or other authorizations from all governmental or professional or other bodies having jurisdiction which are necessary for the performance of activities permitted under this Agreement.
8. **LIENS.** Grantee will pay all claims for labor and materials that may be furnished on its behalf, and will defend, indemnify and hold Grantor harmless against all liens, encumbrances and claims that may be filed against Grantor's lands as a result of activities under this Agreement and all claims incurred and/or paid in connection with same.

9. **TERMINATION**

9.1 **Failure to Complete Pipeline or Cessation of Use.** If Grantee fails to complete the Pipeline within eight months from the Effective Date, or ceases to use and maintain the Right-of-Way or Pipeline for more than one hundred and eighty consecutive days at any time after the Effective Date, this Agreement will automatically terminate.

9.2 **Interference with Grantor's Operations**

(A) If at any time after the Effective Date Grantor determines in its sole discretion that Grantee's operations, even if previously approved by Grantor, will interfere with Grantor's exercise of its rights to explore, develop, produce, remove, or transport oil, oil shale, ores, gas, or other minerals, Grantor may choose either of the following options:

- (1) Terminate the Agreement, subject to Section 10.
- (2) Require Grantee to modify or relocate the Pipeline within the Land or to other Grantor lands as Grantor may direct in order to eliminate the interference to Grantor's satisfaction. If Grantor elects to require Grantee to modify or relocate Grantee's operations under this Agreement, all of the following will occur:
 - (a) The Parties shall execute a written amendment to this Agreement reflecting the modification or relocation of the Pipeline under this Agreement.
 - (b) If modification or relocation of Grantee's operations occurs prior to January 1, 2018, Grantor shall reimburse Grantee for its reasonable and actual documented costs of relocating the Pipeline, subject to Section 11 and Grantee's obligations to under Section 10.
 - (c) Effective January 1, 2018 and thereafter, Grantee agrees to modify or relocate the Pipeline at its sole risk and cost, and subject to Section 11 and Grantee's obligations under Section 10.

- 9.3 Upon termination of this Agreement under this Section 9 or any other provision of this Agreement, Grantor will have the option, in its sole discretion, to either retain the right to use the Pipeline subject to Grantee's obligations under Section 10.1, or require Grantee to abandon or remove the Pipeline under Section 10.2 and restore the Right-of-Way under Section 10.1.
- 9.4 Termination of this Agreement under any of its provisions shall not operate to extinguish any obligations of Grantee which have accrued at the time of termination, or which accrue upon termination.

10. GRANTEE OBLIGATIONS UPON COMPLETION OF PIPELINE OR TERMINATION

10.1 Restoration.

- (A) Upon completion of the Pipeline or termination of this Agreement under any provision of this Agreement, Grantee shall have thirty days from completion of the Pipeline or termination of this Agreement, as applicable, to restore the Right-of-Way and all areas on Grantor lands areas disturbed by any activity under this Agreement to their original or better condition. If termination of this Agreement or completion of the Pipeline, as applicable, occurs after October, Grantee shall have until the earlier of June 30 or spring thaw of the following year to restore the Right-of-Way and all areas on Grantor lands affected by any activity under this Agreement to their original or better condition.
- (B) Grantee's restoration obligations under Section 10.1(A) shall include reseeding with seed mixes and planting trees approved by Grantor. Grantee shall continue to reseed and cultivate until successfully reestablishing self sustaining vegetation in the Right-of-Way. Reseeded areas shall be properly mulched except in pastures and hay fields. Grantee shall also spray all areas disturbed by construction to control noxious weeds for a period of no less than three growing seasons after completion of the Pipeline or termination of this Agreement, as applicable.

10.2 Grantor's Option to Require Abandonment or Removal. Upon termination of this Agreement, Grantor shall have the option in its sole discretion to require either abandonment or removal of the Pipeline. If abandonment is requested by Grantor, Grantee shall leave the Pipeline in a safe and well maintained condition. If removal of the Pipeline is requested by Grantor, Grantee shall have a period of six months from and after the effective date of termination in which to remove the Pipeline and to comply with its restoration obligations under Section 10.1.

10.3 Grantee Release. Upon the termination of this Agreement, in whole or in part, for any reason, Grantee will, within thirty days of written demand, deliver to Grantor an instrument in the county records that reflects that Grantee's rights to the Land under this Agreement have terminated. If Grantee fails to comply with this obligation within the time required, Grantee authorizes Grantor to file a notice of termination on Grantee's behalf.

11. **LIMITATION ON DAMAGES.** Under no circumstances shall Grantor have any obligation to compensate Grantee for indirect or consequential loss, including loss of production, petroleum or petroleum products, loss of prospective economic advantage or benefit, or loss of business opportunity, punitive or exemplary damages.
12. **GRANTEE'S INDEMNITY.** GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD GRANTOR AND ALL OF GRANTOR'S AFFILIATED AND PARENT AND SUBSIDIARY COMPANIES, JOINT VENTURERS AND PARTNERS, AND ALL OF THE AFORESAID ENTITIES' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INVITEES AND INSURERS ("INDEMNITEES") HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, INJURY, COSTS (INCLUDING ATTORNEY FEES), EXPENSES, FINES, CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH GRANTEE'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, FOR INJURY TO OR ILLNESS OR DEATH OF ANY PERSON (INCLUDING BUT NOT LIMITED TO AN INDEMNITEE OR AN EMPLOYEE OR AGENT OF GRANTEE OR GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF INDEMNITEES, GRANTEE, GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, AND ORDERS INCLUDING BUT NOT LIMITED TO CERCLA AND RCRA. GRANTEE'S INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER INDEMNITEES' NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT THAT IT IS VOID OR OTHERWISE UNENFORCEABLE UNDER APPLICABLE LAW.
13. **GRANTOR'S RIGHT TO SUSPEND ACTIVITIES AND TERMINATE FOR BREACH**
- 13.1 If Grantee defaults in the performance of any of its obligations under this Agreement, Grantor may suspend activities under this Agreement at the sole cost of Grantee effective immediately upon Grantor's delivery of written notice to Grantee, and Grantor may enforce the performance of this Agreement in any manner provided in this Agreement or by law. Any attempt by Grantee to interfere with Grantor's exercise of its rights to suspend Grantee's activities for breach shall result in automatic termination of this Agreement.
- 13.2 Regardless of whether Grantor suspends Grantee's activities under this Agreement, if Grantee fails to perform any act required by this Agreement or otherwise comply with any of its obligations under this Agreement, Grantor shall have the right but not the obligation to take either of the following actions:
- (A) Terminate the Agreement if Grantee's default continues for a period of thirty days after Grantee receives written notice of default from Grantor, and Grantee has not either cured the default within the thirty day period or undertaken and

diligently pursued actions reasonably calculated to cure the default within the thirty day period.

- (1) After expiration of the thirty day period, Grantor will have the right, without further notice or demand, to enter the Right-of-Way, assume ownership of Grantee's personal property without the necessity of a formal conveyance or bill of sale from Grantee, and require Grantee to restore or abandon the Right-of-Way under Section 10 or undertake restoration or abandonment itself, without waiving any other remedies to which Grantor may be entitled.
 - (2) Grantee shall fully reimburse Grantor for the costs of removing, storing, and/or disposing of the personal property. If Grantor elects to restore or abandon, Grantee shall also fully reimburse Grantor for the costs of abandoning or restoring the Right-of-Way to its original condition. If, within sixty days after the date of Agreement termination, Grantee does not fully reimburse Grantor for any of these costs, then in addition to Grantor's other rights under this Agreement, Grantor may dispose of the personal property, retain any proceeds from the sale of the property, and may recover from Grantee any deficiency.
- (B) Perform the act or obligation that Grantee failed to perform without terminating the Agreement, and Grantee will fully defend, indemnify and hold Grantor harmless against all costs and expenses incurred by Grantor in performing the act or obligation that Grantee failed to perform. If Grantee fails to comply fully with the terms of this Agreement, Grantee will be obligated to reimburse all costs and expenses incurred by Grantor in enforcing this Agreement, including but not limited to court costs and attorneys' fees.

14. INSURANCE

- 14.1 Neither the minimum policy limits of insurance required of Grantee under this Section 14 nor the actual amounts of insurance maintained by Grantee under its insurance program limit or reduce Grantee's liability and indemnity obligations in this Agreement.
- 14.2 Grantee shall maintain the following insurance and all other insurance required by applicable law:
- (A) Workers' Compensation and Employer's Liability Insurance as prescribed by applicable laws. The policy limits of the Employer's Liability Insurance must not be less than \$10,000,000.00 per occurrence
 - (B) Commercial General Liability (Bodily Injury and Property Damage) Insurance, including the following supplemental coverages: Contractual Liability to cover the liabilities assumed in this Contract; Products and Completed Operations; Explosion, Collapse and Underground Hazards; and Sudden and Accidental Pollution. The policy territory coverage must include all areas where operations are to be performed. The policy limits must not be less than \$10,000,000 combined single limit per occurrence.

- (C) Automobile Bodily Injury and Property Damage Liability Insurance extending to all vehicles provided by Lessee in the performance of operations. The policy limits for this insurance must be the higher of the amount required by applicable law or \$10,000,000 combined single limit per occurrence.

14.3 Policy Endorsements.

- (A) Grantee shall, or shall cause its insurer to, provide Grantor with thirty days' notice before canceling or making a material change to an insurance policy required by Section 14.
- (B) Waivers of subrogation in favor of Indemnitees must be included in the Workers' Compensation insurance policies required by Section 14.2(A).
- (C) The insurance required in Sections 14.2(B) and 14.2(C) must include all of the following:
 - (1) Grantor shall be named as additional insured to the extent of the liabilities assumed by Grantee under this Agreement. The coverage provided to Grantor as additional insured must expressly include liability imposed or sought to be imposed upon Grantor for the contributory fault or negligence of Grantor to the extent that Grantee has assumed such liabilities of Grantor under the Agreement.
 - (2) A provision that the insurance is primary with respect to all insured, including additional insured, and that no other insurance carried by Grantor will be considered as contributory insurance for any loss.
 - (3) A cross liability or severability of interest clause which has the effect of insuring that each insured (including additional insured) is covered as a separate insured.

14.4 Evidence of Insurance. Before performing any operations on the Land under this Agreement, Grantee shall provide Grantor with certificates or other documentary evidence satisfactory to Grantor of the insurance and endorsements required under this Section 14 and shall reference the QLS No. at the bottom of each page of this Agreement when providing this evidence. Grantor's acceptance of this certificate does not constitute a waiver, release or modification of any of the insurance coverages and endorsements required under this Section 14. Grantee shall provide copies of insurance policies required under this Agreement if requested by Grantor. Grantee acknowledges that failure to provide a certificate or a copy of a policy or other evidence as required by this Section 14.4 may lead to termination of this Agreement.

14.5 Deductibles or Self-Insured Retentions. Grantee is solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against Grantor covered by Grantee's insurance policies. The level of these deductibles or retentions must be reasonable and compatible with that expected of a prudent operator in similar circumstances.

- 14.6 **Waiver of Subrogation for Grantor's Physical Damage Insurance.** Grantee shall obtain a written waiver of subrogation in favor of Grantor from its insurers who provide physical damage insurance with respect to property used in the performance of operations.
- 14.7 **Conflict with Applicable Law.** Grantee will not be required to carry the insurance coverages required in this Agreement to the extent such coverages conflict with, or are void or otherwise unenforceable under, applicable laws or regulations.
15. **TAXES.** Grantee shall promptly pay, before delinquency, all taxes and assessments levied or assessed upon or against the Right-of-Way during the term of this Agreement, by reason of, or resulting from Grantee's activities under this Agreement. Grantee shall reimburse Grantor for any increase in taxes paid by Grantor resulting from the value of the Pipeline and associated facilities, whether or not separately assessed. Grantee shall pay all taxes levied or assessed upon or against Grantee's Pipeline and operations on the Right-of-Way.
16. **REMOVAL OF PROPERTY.** All buildings, improvements, material, machinery, equipment and other property that may be constructed or placed on the Land by Grantee will not become part of the real property but will remain the personal property of Grantee. Upon completion of the Pipeline, Grantee shall no longer have the right to place personal property on the Land and shall remove all of its personal property from the Land within sixty days following completion of the Pipeline. If Grantee fails to remove its personal property from the Land within sixty days following completion of the Pipeline, Grantor will have the right but not the obligation, without further notice or demand, to assume ownership of the personal property without the necessity of a formal conveyance or bill of sale from Grantee or to dispose of the personal property and retain any proceeds from sale. Grantee shall fully reimburse Grantor for the costs removing, storing, and disposing of the personal property. If Grantor elects to sell the personal property and proceeds of the sale are not sufficient to cover the costs removing, storing, or disposing of the property, Grantor may recover from Grantee any deficiency.
17. **NOTICES.** All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the attention and address of the receiving party set out in the signature page to this Agreement and shall reference the QLS No. identified at the bottom of each page of this Agreement. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Agreement provided that the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by email are ineffective. Except as otherwise provided in this Agreement, notices are effective when received by the recipient during the recipient's regular business hours. Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.
18. **CONFLICT OF INTEREST.** Conflicts of interest relating to this Agreement are strictly prohibited. Except as provided in this Agreement, neither Grantee, nor any director, employee, agent of Grantee, shall give to or receive from any director, employee or agent of Grantor any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, neither Grantee nor any director, employee or agent of Grantee shall, without prior written notification thereof to Grantor, enter into any business relationship with any director, employee, or agent of Grantor or any affiliate, unless such person is acting for and on behalf of Grantor. Grantee shall promptly notify Grantor of any violation of this Section 18. Any representatives

authorized by Grantor may audit any and all records of Grantee for the sole purpose of determining whether there has been compliance with this Section 18 under this Agreement. . Grantee shall maintain true and correct records in connection with all matters relating to this Agreement and retain such records for at least twenty-four months after termination of this Agreement.

19. **PUBLIC ANNOUNCEMENTS.** Grantee shall not issue any public announcement or statement concerning the Right-of-Way or this Agreement without obtaining Grantor's prior written consent.
20. **THIRD PARTY RIGHTS.** No Person who is not a party to this Agreement has any rights under this Agreement or may enforce any provision in this Agreement.
21. **GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules.
22. **RECORDING OF MEMORANDUM OF AGREEMENT.** Grantee shall execute a memorandum for recordation purposes of this Agreement, on a form approved by Grantor, delivering same to Grantee for recordation in the Office of the County Clerk of Garfield County, Colorado. Neither Party shall record their duplicate original of this Agreement in public real property records. However, nothing shall prohibit any Party from filing a copy of this Agreement in a civil action to the extent necessary to enforce rights or obligations of the Agreement or as may otherwise be required by applicable law or by lawful order of any administrative or judicial proceeding. Grantee agrees that upon its receipt of the Memorandum of Pipeline Easement Agreement for recordation purposes from Grantor that Grantee shall file same of record and will deliver to Grantor, a copy of the recorded Memorandum showing the filing and recording information.
23. **GENERAL PROVISIONS**
 - 23.1 **Entire Agreement.** This Agreement comprises the complete and exclusive agreement between the Parties regarding the subject matter, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
 - 23.2 **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Parties.
 - 23.3 **Severability.** Each provision of this Agreement is severable. If any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.
 - 23.4 **Waiver.** No waiver by either Party of this Agreement's terms, provisions or conditions shall be effective unless specifically evidenced in writing and signed by or on behalf of the Party granting such waiver. A Party's failure to pursue remedies for breach of this Agreement does not constitute a waiver by such Party of any breach of this Agreement or raise any defense against claims against a Party for breach of this Agreement. The

waiver or failure to require the performance of any covenant or obligation contained in this Agreement or to pursue remedies for breach of this Agreement does not waive a later breach of that covenant or obligation.

- 23.5 **Survival.** Despite termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to audit, confidentiality, conflicts of interest, insurance, disclaimer of certain remedies, limitations of liability, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations. Each of the obligations and undertakings set out in this Agreement which is not fully performed at termination shall continue in force after termination.
- 23.6 **Interpretation.** Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:
- (A) The plural and singular words each include the other.
 - (B) The word "or" is not exclusive.
 - (C) The word "includes" and "including" are not limiting.
 - (D) References to matters "arising" (or which "arise" or "arises") "out of this Agreement" include matters which arise in connection with this Agreement or have a causal connection with or which flow from this Agreement or which would not have arisen or occurred but for the entering into this Agreement or the performance of or failure to perform obligations under this Agreement.
 - (E) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.
- 23.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument; provided that neither Party will be bound to this Agreement unless and until both Parties have executed a counterpart.
- 23.8 **Drafting.** Preparation of this Agreement has been a joint effort of the Parties and the resulting Agreement must not be construed more severely against one of the Parties than against the other.
- 23.9 **Assignment.** This Agreement is personal to Grantee, and Grantee may not assign its rights under this Agreement, in whole or in part, without Grantor's prior written consent. Grantor may withhold its consent or impose conditions for its consent for any reason or no reason. Any attempted assignment made in violation of this provision will be, in Grantor's sole discretion (and in addition to any other remedy available to Grantor at law or in equity), voidable and of no force. If Grantor consents to an assignment, Grantee and any approved assignee(s) will be jointly and severally liable for the performance of all obligations imposed upon Grantee under this Agreement, and such assignment must

affirm Grantee and its assignee's intent to be bound by all of the terms and provisions of this Agreement and any conditions of Grantor's consent. Any assignment to which Grantor consents shall not be binding upon or recognized by Grantor in any way unless it meets the requirements of this Section 23.9 and a certified copy has been furnished to Grantor. The granting of Grantor's consent to any assignment will be effective only as to the specific assignment then the express subject of such consent, and any subsequent assignment that may be proposed or attempted will be ineffective without Grantor's prior written consent under this Section.

- 23.10 **Authorized Representatives.** Each Party represents and warrants that the Agreement has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery and performance of this Agreement.


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IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

The Parties have executed this Agreement in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

GRANTOR :
CHEVRON U.S.A. INC:

Signature:



Name: TYLER HAHN

Title: Attorney-in-Fact

ADDRESS FOR NOTICES:

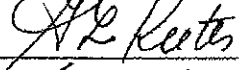
11111 S. Wilcrest
Houston, Texas 77099

Attention: Land Manager

Ranch Manager: Craig Tysse, (970) 285-9722

GRANTEE:
ENTERPRISE GAS PROCESSING, LLC

Signature:



Name: GLORIA L. KEETER

Title: Agent & Attorney in Fact

ADDRESS FOR NOTICES:

P.O. Box 4324
Houston, TX 77210 .

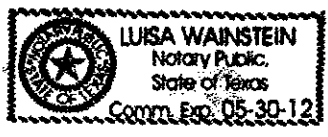
Attention: Regional Manager
Director of Land

Facsimile:

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 29 day of June, 2009 by Tyler Hahn as Attorney-in-Fact for Chevron U.S.A. Inc.

My Commission Expires: 5-30-12
Notary Public Luis Warnock



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 25th day of June, 2009 by Gloria L. Keeter as Attorney in Fact of Enterprise Gas Processing, LLC.

My Commission Expires: 11/10/12
Notary Public Amy E. Owens

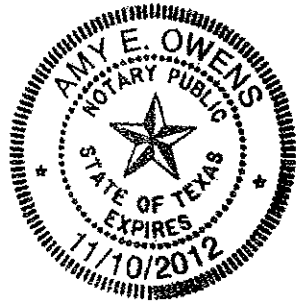
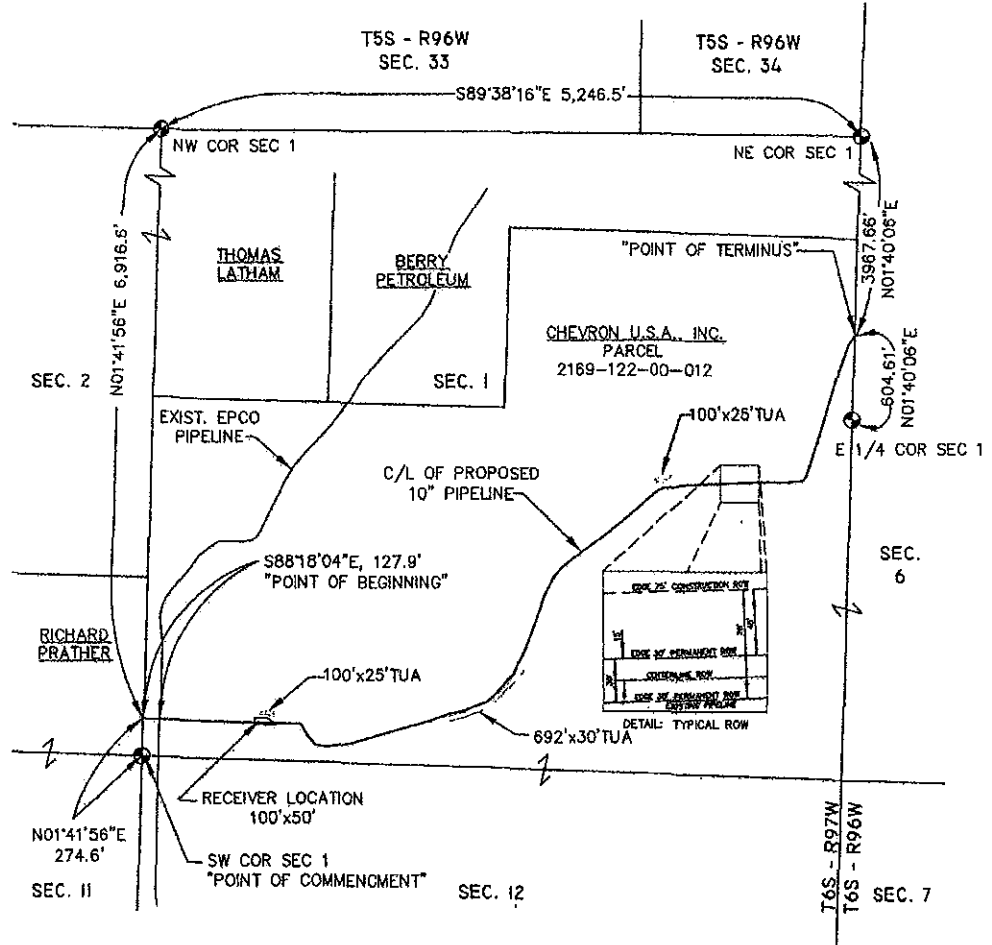
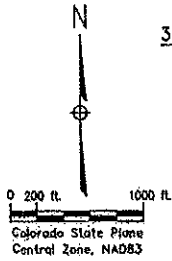


EXHIBIT A – DESCRIPTION AND PLAT OF LAND AND RIGHT-OF-WAY

QLS No. _____
Pipeline Easement Agreement, dated June 10, 2009, between Chevron and Enterprise
Execution Version

EXHIBIT "A"
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
SOUTH HALF OF SECTION 1, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO

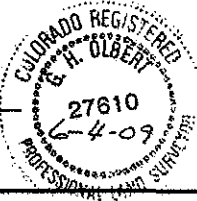


⊕ FOUND 2 $\frac{1}{2}$ " BRASS CAP, U.S.G.L.D. SURVEY MONUMENT, DATED 1917 (3" AT NE CORNER SEC. 1)

SEE ATTACHED RIGHT OF WAY DESCRIPTION WHICH BY THIS REFERENCE IS MADE HEREOF.

SURVEYOR'S STATEMENT:
 I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



- NOTE:**
- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE WEST LINE OF SAID SECTION 1 AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: N01°41'56"E
 - 2) DATE FIELD SURVEY: 5/27/09
 - 3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
 - 4) SEE PAGE 2 OF 2 FOR EASEMENT DESCRIPTION.

NOTICE:
 ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION SHOWN HEREON.

DATE	2/28/09	FILE NO.	12489-1802-001
BY	G/O	DATE	12/08-10/09
12489-1802-001		PAGE 1 OF 1	

EXHIBIT 'B'
30' PERMANENT RIGHT-OF-WAY & EASEMENT, CHEVRON U.S.A., INC.
SOUTH HALF OF SECTION 1, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO

30' WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT

A 30' WIDE RIGHT-OF-WAY AND EASEMENT LYING WITHIN THE SOUTH HALF OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AS FOLLOWS:

COMMENCING AT A BRASS U.S.G.L.O. SURVEY MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 01°41'56" EAST ALONG THE WESTERLY LINE OF SECTION 1, FOR A DISTANCE OF 274.6 FEET; THENCE SOUTH 88°18'04" EAST AND PERPENDICULAR TO SAID WESTERLY LINE, FOR A DISTANCE OF 127.9 FEET TO THE "POINT OF BEGINNING" OF SAID CENTERLINE;

THENCE SOUTH 88°17'13" EAST FOR A DISTANCE OF 1,059.99 FEET,
 THENCE SOUTH 28°47'17" EAST FOR A DISTANCE OF 88.25 FEET,
 THENCE SOUTH 40°51'34" EAST FOR A DISTANCE OF 99.76 FEET,
 THENCE SOUTH 81°10'10" EAST FOR A DISTANCE OF 77.06 FEET,
 THENCE NORTH 85°56'57" EAST FOR A DISTANCE OF 84.12 FEET,
 THENCE NORTH 78°50'10" EAST FOR A DISTANCE OF 119.44 FEET,
 THENCE NORTH 74°23'32" EAST FOR A DISTANCE OF 615.38 FEET,
 THENCE NORTH 70°38'51" EAST FOR A DISTANCE OF 156.71 FEET,
 THENCE NORTH 80°55'02" EAST FOR A DISTANCE OF 88.20 FEET,
 THENCE NORTH 68°17'09" EAST FOR A DISTANCE OF 139.70 FEET,
 THENCE NORTH 66°20'09" EAST FOR A DISTANCE OF 32.40 FEET,
 THENCE NORTH 59°16'31" EAST FOR A DISTANCE OF 45.40 FEET,
 THENCE NORTH 46°40'06" EAST FOR A DISTANCE OF 37.10 FEET,
 THENCE NORTH 42°59'58" EAST FOR A DISTANCE OF 64.30 FEET,
 THENCE NORTH 40°28'16" EAST FOR A DISTANCE OF 77.30 FEET,
 THENCE NORTH 39°22'20" EAST FOR A DISTANCE OF 56.80 FEET,
 THENCE NORTH 37°31'37" EAST FOR A DISTANCE OF 20.40 FEET,
 THENCE NORTH 24°38'10" EAST FOR A DISTANCE OF 74.50 FEET,
 THENCE NORTH 27°47'37" EAST FOR A DISTANCE OF 126.87 FEET,
 THENCE NORTH 20°55'51" EAST FOR A DISTANCE OF 330.42 FEET,
 THENCE NORTH 16°52'45" EAST FOR A DISTANCE OF 56.97 FEET,
 THENCE NORTH 29°00'32" EAST FOR A DISTANCE OF 166.74 FEET,
 THENCE NORTH 38°34'49" EAST FOR A DISTANCE OF 68.97 FEET,
 THENCE NORTH 48°30'04" EAST FOR A DISTANCE OF 108.01 FEET,
 THENCE NORTH 54°35'42" EAST FOR A DISTANCE OF 364.60 FEET,
 THENCE NORTH 50°02'08" EAST FOR A DISTANCE OF 380.55 FEET,
 THENCE NORTH 54°06'38" EAST FOR A DISTANCE OF 94.30 FEET,
 THENCE NORTH 66°59'19" EAST FOR A DISTANCE OF 52.97 FEET,
 THENCE NORTH 80°36'15" EAST FOR A DISTANCE OF 161.10 FEET,
 THENCE NORTH 88°02'15" EAST FOR A DISTANCE OF 657.24 FEET,
 THENCE SOUTH 84°50'42" EAST FOR A DISTANCE OF 70.37 FEET,
 THENCE NORTH 84°52'46" EAST FOR A DISTANCE OF 137.15 FEET,
 THENCE NORTH 75°28'26" EAST FOR A DISTANCE OF 27.93 FEET,
 THENCE NORTH 33°23'47" EAST FOR A DISTANCE OF 26.88 FEET,
 THENCE NORTH 18°48'58" EAST FOR A DISTANCE OF 217.41 FEET,
 THENCE NORTH 17°32'36" EAST FOR A DISTANCE OF 603.38 FEET,
 THENCE NORTH 19°31'09" EAST FOR A DISTANCE OF 194.32 FEET,
 THENCE NORTH 36°45'18" EAST FOR A DISTANCE OF 75.67 FEET,
 THENCE NORTH 52°22'44" EAST FOR A DISTANCE OF 2.78 FEET,
 MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SECTION 1,
 SAID POINT BEING THE "POINT OF TERMINUS".

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 205,891.2 SQUARE FEET OR 4.727 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 6863.79 FEET OR 415.99 RODS MORE OR LESS.

BASIS OF BEARING FOR THE ABOVE DESCRIBED RIGHT-OF-WAY AND EASEMENT IS NORTH 01°41'56" EAST ALONG THE WESTERLY LINE OF SAID SECTION 1.

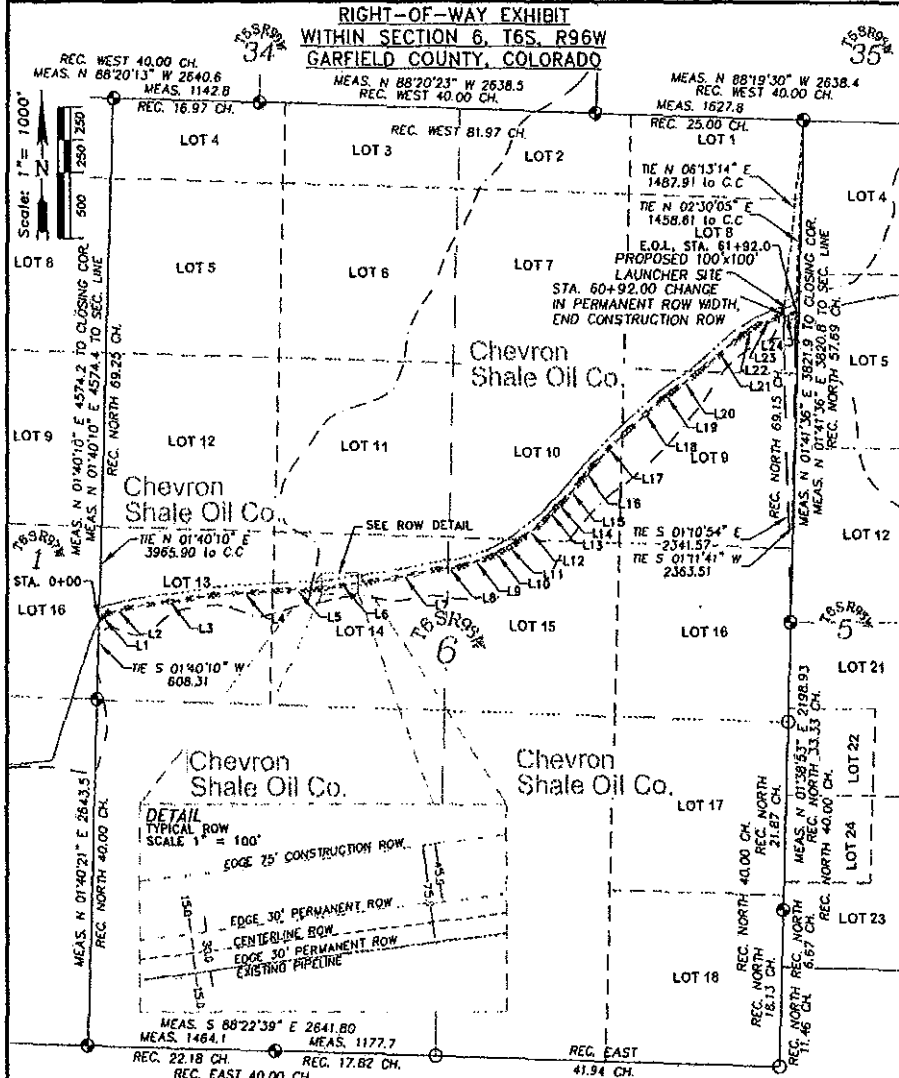
SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF MAY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



**RIGHT-OF-WAY EXHIBIT
WITHIN SECTION 6, T6S, R96W
GARFIELD COUNTY, COLORADO**



75' Construction Right-of-way width
Total distance along Centerline **5022.00'**
Total rods along centerline **368.21**
Total area of Right-Of-Way **10.42 Acres ±**

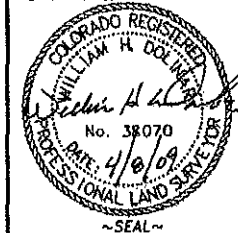
30' Construction Right-of-way width
Total distance along Centerline **6022.00'**
Total rods along centerline **368.21**
Total area of Right-Of-Way **4.20 Acres ±**
Apparent recorded ownership: Chevron Shale Oil Co.

100' Permanent Right-of-way width
Total distance along centerline **100.00'**
Total rods along centerline **6.06**
Total area of Right-Of-Way **.23 Acres ±**
Apparent recorded ownership: Chevron Shale Oil Co.

LINE TABLE							
NO.	BEARING	DIST.	DEFLECTION	NO.	BEARING	DIST.	DEFLECTION
L1	N 52°22'47" E	81.00	24°02'43" Right	L13	N 44°05'57" E	133.40	9°38'07" Right
L2	N 78°23'30" E	182.50	51°37'36" Right	L14	N 54°04'04" E	48.00	12°03'02" Left
L3	N 61°43'09" E	684.20	4°28'47" Right	L15	N 42°01'03" E	233.70	1°52'01" Left
L4	N 88°11'56" E	515.20	1°35'41" Right	L16	N 40°29'01" E	135.50	4°59'53" Right
L5	N 87°47'57" E	294.30	5°00'52" Left	L17	N 45°44'25" E	399.40	2°43'21" Right
L6	N 82°26'35" E	319.50	3°13'59" Left	L18	N 48°07'46" E	350.50	3°32'57" Right
L7	N 73°32'08" E	544.50	2°30'00" Right	L19	N 53°57'43" E	89.40	0°55'00" Right
L8	N 82°02'08" E	165.80	8°58'01" Left	L20	N 54°53'43" E	262.00	4°24'28" Left
L9	N 73°04'05" E	266.50	8°08'34" Left	L21	N 50°31'15" E	453.10	8°08'13" Right
L10	N 64°35'51" E	186.30	2°44'57" Left	L22	N 58°29'28" E	153.80	8°39'40" Right
L11	N 62°10'35" E	138.50	11°24'47" Left	L23	N 67°09'08" E	157.80	10°10'43" Right
L12	N 50°45'48" E	289.30	6°39'51" Left	L24	N 77°19'51" E	142.00	

Note: Basis of bearings are grid bearings based from GPS observations. Horizontal Datum based on Colorado State Plane Coordinate System Central Zone NAD 83.

LEGEND
 --- ROW CENTER LINE
 --- EDGE PERMANENT ROW
 --- EDGE CONSTRUCTION ROW
 --- EXISTING PIPELINE
 --- EXISTING ROADS
 ○ FOUND GLO SURVEY MARKER
 ○ MONUMENT NOT FOUND OR SEARCHED



SURVEYOR'S CERTIFICATE
 I, WILLIAM H. DOLINAR, state that I am by occupation a registered land surveyor employed by Enterprise Field Services LLC, to make the survey of this right of way as shown on this map, and that the survey of said works was made by personnel under my direction, and that such survey is accurately represented on this map.
 ENTERPRISE/SECTION 6 PLAT/SECTIONS PLAT.DWG

See sheet 2 of 2 for legal description

WILLIAM H. SMITH & ASSOCIATES P.C.
SURVEYING CONSULTANTS
 660 EAST SECOND NORTH GREEN RIVER, WY
 PHONE: 307-876-3600
 www.wysmithpc.com 307-876-3600

RIGHT-OF-WAY PLAT
 SECTION 6, T6S, R96W,
 GARFIELD CO., COLORADO

ENTERPRISE FIELD SERVICES LLC

DRAWN BY: CEO CHECKED BY: WMD SCALE: NOTED
 DATE: 04/07/2009 JOB NO: 26099 SHEET 1 OF 2

RIGHT-OF-WAY DESCRIPTION


A strip of land for the purpose of a permanent 30' and 100' pipeline right-of-way as well as a 75' construction right-of-way located in Section 6, T 6 S, R 96 W of the 6th Principal Meridian, Garfield County, Colorado. Said right-of-way being in multiple lengths described as follows:

Beginning at a point at Sta. 0+00.0 being the beginning of 30' permanent right-of-way, 15' on each side of described line, also being the beginning of 75' construction right-of-way where as 60' being on the most Northerly side of described line and 15' being on the Southerly side of described line, said point being located on the Township line between Section 1, T6S, R97W and Section 6, T6S, R96W, from which the Northwest corner of said Section 6, being the original resurveyed USGLO Closing Corner brass cap, bears N 01°40'10" E, 3965.90 feet and the West 1/4 corner of said section 6, being the original resurveyed USGLO brass cap, bears S 01°40'10" W 608.31 feet;

- thence: N 52°22'47" E, 91.00 feet to a point at (Sta. 0+91.00);
- thence: N 76°25'50" E, 162.50 feet to a point at (Sta. 2+53.50);
- thence: N 81°43'09" E, 664.20 feet to a point at (Sta. 9+17.70);
- thence: N 86°11'56" E, 515.20 feet to a point at (Sta. 14+32.90);
- thence: N 87°47'37" E, 294.30 feet to a point at (Sta. 17+27.20);
- thence: N 82°46'45" E, 419.50 feet to a point at (Sta. 21+46.70);
- thence: N 79°32'06" E, 541.50 feet to a point at (Sta. 26+88.20);
- thence: N 82°02'06" E, 165.80 feet to a point at (Sta. 28+54.00);
- thence: N 73°04'05" E, 266.90 feet to a point at (Sta. 31+20.90);
- thence: N 64°55'31" E, 86.30 feet to a point at (Sta. 32+07.20);
- thence: N 62°10'35" E, 136.50 feet to a point at (Sta. 33+43.70);
- thence: N 50°45'48" E, 289.30 feet to a point at (Sta. 36+33.00);
- thence: N 44°05'57" E, 133.40 feet to a point at (Sta. 37+66.40);
- thence: N 54°04'04" E, 48.00 feet to a point at (Sta. 38+14.40);
- thence: N 42°01'03" E, 233.70 feet to a point at (Sta. 40+48.10);
- thence: N 40°29'01" E, 135.90 feet to a point at (Sta. 41+84.00);
- thence: N 45°24'25" E, 399.40 feet to a point at (Sta. 45+83.40);
- thence: N 48°07'46" E, 350.50 feet to a point at (Sta. 49+33.90);
- thence: N 53°50'43" E, 89.40 feet to a point at (Sta. 50+23.30);
- thence: N 54°45'43" E, 262.00 feet to a point at (Sta. 52+85.30);
- thence: N 50°21'15" E, 453.10 feet to a point at (Sta. 57+38.4);
- thence: N 58°29'28" E, 153.80 feet to a point at (Sta. 58+92.20);
- thence: N 67°09'08" E, 157.80 feet to a point at (Sta. 60+50.00);
- thence: N 77°19'51" E, 42.00 feet to a point at (Sta. 60+92.00); at a point being the end of 75' construction right-of-way and 30' permanent right-of-way, from which the Northeast corner of said Section 6, being the original resurveyed USGLO Closing Corner brass cap, bears N 06°13'14" E, 1487.91 feet and the West 1/4 corner of Section 5, T6S, R96W, being the original resurveyed USGLO brass cap, bears S 01°10'54" E 2341.57 feet, said point also being the beginning of 100' permanent right-of-way, 30' on each side of line.
- thence: N 77°19'51" E, 100.00 feet to a point at (Sta. 61+92.00); said point also being the end of line in said Section 6, from which the Northeast corner of said Section 6, being the original resurveyed USGLO Closing Corner brass cap, bears N 02°30'05" E, 1458.61 feet and the West 1/4 corner of Section 5, T6S, R96W, being the original resurveyed USGLO brass cap, bears S 01°11'41" W 2363.51 feet

Said 30' permanent right-of-way is 6092.0 feet in length, or 369.21 rods, and contains 4.20 acres ±.
 Said 75' construction right-of-way is 6092.0 feet in length, or 369.21 rods, and contains 10.47 acres ±.
 Said 100' permanent right-of-way is 100 feet in length, or 6.06 rods, and contains .23 acres ±.

Basis of bearings are grid bearings based from GPS observations.
 Horizontal Datum based on Colorado State Plane Coordinate System Central Zone NAD 83.

	WILLIAM H. SMITH & ASSOCIATES P.C. SURVEYING CONSULTANTS
	640 EAST SECOND NORTH PHONE: 307-876-3636 GARDEN RIVER, WY www.wheithps.com 307-876-3636
RIGHT-OF-WAY LEGAL DESC.	
SECTION 6, T6S, R96W, GARFIELD CO., COLORADO	
ENTERPRISE FIELD SERVICES LLC	
DRAWN BY: DED	CHECKED BY: MJD/SCALE: N/A
DATE: 04/07/2009	JOB NO: 26099 SHEET 2 OF 2

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT (the "Agreement") is entered into and effective July 1, 2009, (the "Effective Date") between Puckett Land Company, 5460 South Quebec Street, Suite #250, Greenwood Village, CO 80111 ("GRANTOR") and Enterprise Gas Processing, LLC, 1100 Louisiana, Houston, TX 77002 ("GRANTEE").

RECITALS

A. Grantor represents but does not warrant that it owns an interest in the surface estate to the property described below ("Subject Lands") and located in Garfield County, State of Colorado described as follows:

Township 6 South, Range 97 West
Section 23: SW/4NW/4, SW/4
Section 25: W/2SW/4
Section 26: NE/4, E/2SE/4
Section 35: Lots 1,2,3,4 (All)

Township 7 South, Range 97 West
Section 1: W/2SW/4
Section 2: E/2E/2
Section 11: E/2NE/4, NE/4SE/4

B. Grantee desires to obtain a pipeline easement for the purposes stated hereinafter for a pipeline ("New Pipeline") for the gathering and/or transportation of oil, gas and other hydrocarbons across the Subject Lands.

AGREEMENT

In consideration of the foregoing recitals and the terms, covenants and conditions contained herein, Grantor and Grantee agree as follows:

CONSIDERATION: Grantee shall pay Grantor on the date of execution of this agreement, the sum of \$ _____ (equal to the sum of _____ per rod for an estimated 1321 rod easement length plus _____ for the construction and temporary use during construction of the New Pipeline of nine (9) staging areas and the construction and use of up to three (3) access points plus _____ for the installation of a Launcher-Receiver) for Grantee's use of the right-of-way and easement to install a ten inch (10") pipeline, all as depicted on the attached Exhibit "A".

In addition to the above consideration Grantee shall also pay Grantor no later than three (3) business days prior to beginning construction a fee in the amount of _____ for Grantor's onsite supervision of the construction. Immediately upon completion of the construction of the New Pipeline and prior to initial reclamation Grantee shall pay Grantor a fee in the amount of _____ for Grantor's onsite supervision of the reclamation.

PIPELINE & ROAD ACCESS RIGHTS-OF-WAY: The easement and right-of-way (the "Right-of-Way") herein granted shall be to construct, lay, maintain, modify, operate, alter, replace and remove the New Pipeline, including but not limited to valves, regulators, meters, separators, purification equipment and pipeline with fittings, appliances, appurtenant facilities, including one Launcher-Receiver and Nine (9) staging areas, the dimensions of which shall not exceed 100' X 200', for use only during the initial construction of the New Pipeline (TUAs –Temporary Use Areas) as depicted on Exhibits "A". The New Pipeline shall be used for the transportation of oil, natural gas, petroleum products or other hydrocarbon liquids, gases or substances associated with the production of oil, natural gas and petroleum products produced from the Subject Lands or adjacent lands and for no other purpose (the "Permitted Purpose"). The approximate pipeline route for the New Pipeline is depicted on Exhibits "A", attached hereto and made a part hereof. Said easement and right of way shall be fifty feet (50') in width, for a total distance of approximately one thousand three hundred twenty-one rods (1,321 rods). The pipeline location as shown on Exhibits "A" is subject to change upon receipt of a final survey and inspection by Grantor of the staked pipeline route. Grantee shall provide to Grantor within 30 days of completion of New Pipeline construction the final "in-ditch" as-built survey together with shape file (Nad 83) at no cost to Grantor. At least fifteen (15) days prior to commencing a construction activities on the right of way and easement, Grantee shall assemble a meeting with Grantor and Grantee including all of Grantees contractors who will participate in the construction of the New Pipeline and at least five (5) days prior to such meeting Grantee shall provide to Grantor a construction plan setting forth in detail the operations to be undertaken and the methods of construction to be employed in clearing the Right-of-Way and installing the New Pipeline and related equipment together with proposed preconstruction schematics depicting the location of the New Pipeline and all related equipment. Grantor's receipt and review of the foregoing information shall be solely for Grantor's convenience and shall not in any way be deemed as an approval by Grantor of any of the designs, plans, operations or activities of Grantee.

Grantee shall bury the pipeline with a minimum of thirty-six inches (36") of soil from the top of the pipeline to the normal surface of the ground. Except where Grantee's activities will interfere with irrigation ditches, streams or creeks, then Grantee shall bury pipeline with a minimum of sixty inches (60") of soil from the top of the pipeline to the surface of the ground. The affected areas shall be recontoured and reseeded with species, which are consistent to adjacent, undisturbed areas upon completion of pipeline construction to prevent erosion. Grantee shall be permitted to cut all undergrowth and other vegetation within the Right-of-Way that may injure endanger or interfere with the use of the New Pipeline. Access to the Right-of-Way from the existing road shall be limited to three access points with said access points to be agreed upon by Grantor prior to beginning construction of the New Pipeline.

Grantee is granted a fifty foot (50') wide right of way, nine staging areas (TUA's), and three access points as depicted on the attached Exhibits "A" in order to construct the pipeline as set forth herein. In the event at anytime during the life of this agreement Grantee or its employees, contractors, sub-contractors, agents, invitees or permittees venture off the Right-of-Way or outside the designated TUAs *or* access points it shall pay to Grantor the greater of (1) liquidated damages in the amount of _____ per occurrence or (2) any and all actual damages incurred by Grantor in any way arising out of or related to Grantee's unauthorized presence on the Subject Lands. Any damages amounts due Grantor hereunder shall be paid by Grantee within fifteen (15) days of receipt of Grantor's statement itemizing such damages. Multiple or repeated violations of this restriction of Grantee's presence to the areas covered by the right of way and easement or failure of Grantee to timely pay damages as provided hereunder shall be a material breach of this agreement for which Grantor may, in its sole discretion, elect to terminate this agreement effective upon Grantee's receipt of written notice of such termination from Grantor.

For reasons of potential damage to the surface Grantee is hereby advised that no construction activity shall occur from February 1st to May 1st, 2010 without the express written consent of the Grantor.

Access to and use of existing roads located on the Subject Lands granted under this Right-of-Way is for the sole use by Grantee and its employees, contractors, sub-contractors, and agents for the sole purpose to access the New Pipeline during its construction and future maintenance and not for any other purpose. The road shall be properly maintained by Grantee during the course of its operations. Grantee shall abide by a twenty-five (25) m.p.h. speed limit while traveling on all roads on or adjacent to the Subject Lands.

Grantee may request from time to time, to lay within the Right-of-Way described above an additional pipeline(s) for the Permitted Purpose alongside of the New Pipeline. Grantor reserves the right to approve such request on a case-by-case basis. Upon such approval Grantee shall pay Grantor, it's heirs or assigns for each additional line a sum of money equal to the consideration paid for the New Pipeline and Right-of-Way easement within 30 days of such written approval and prior to commencement of additional pipeline construction.

Grantor reserves the right to the full use and enjoyment of the Subject Lands except for the purposes herein granted. Such rights reserved to the Grantor may include the conducting of haying, irrigation, and grazing operations, and Grantee agrees to coordinate post construction and maintenance operations with all such activities. In no event shall the location of this Right-of-Way unreasonably interfere with use of the Subject Lands for commercial development of any kind, or oil, gas, or oil shale development.

The foregoing rights and privileges of Grantee are further conditioned upon the following:

DAMAGES: Grantee shall either repair and/or pay Grantor for damages (if any) caused by its operations on the Subject Lands relative to growing crops, buildings, ditches, fences and livestock of Grantor or Grantor's surface lessees. If Grantee makes any fence cut on the Subject Lands, it will install and provide for secure closure of gates. Grantee shall notify

Puckett Land Company of any activity that may impact Grantor's use of the Subject Lands and adjoining acreage. All gates of any kind or nature shall be kept by Grantee in the condition in which they were found upon entry. If Grantee discovers an open gate then Grantee will close the gate and notify Grantor. All equipment or appurtenances to the pipeline or wells, which shall be on or above the surface of the ground, shall be installed in a manner to protect the livestock of Grantor or Grantor's surface lessee when necessary. Grantee shall not alter the natural flow of any creeks, streams, storm water features, or irrigation ditches relative to the Subjects Lands.

OPENING AND RESTORATION OF FENCES: Opening and restoration of Grantor's fences shall be made at Grantee's sole cost, risk and expense as follows:

Prior to cutting grantor's fences, at each fence opening Grantee shall tie the existing fence into a three-post, pipe "H" brace built pursuant to the following specifications:

Eight foot (8') by six inch (6") treated posts shall be set at least forty-two inches (42") in the ground and shall be braced to take the strain.

Center crosses shall be placed a minimum of thirty-six inches (36") above the ground. Grantee shall install fence stays every four feet (4') in all temporary gates installed in Grantor's fences.

Grantee shall install a fence around all mud pits. Said fence shall have pipe "H" braces with five wires. Grantee shall install posts every twelve feet.

Grantee shall be responsible for preventing Grantor's livestock from escaping from or enabling livestock of others from entering through any fence openings resulting from Grantee's construction activities. If a gate is left open, Grantee is responsible for the cost involved in gathering the cattle that escaped. The rate will be \$120 per day for each cowboy needed to recover any escaped livestock plus reimbursement for damages. If it is determined that the livestock can not be recovered within a cost effective amount of time, Grantee shall have the option of compensating the Grantor for the actual loss incurred due to the loss of livestock instead of continuing to attempt to recover the livestock.

Upon Grantee's completion of the construction, repair, maintenance, or alteration of the pipelines, Grantee shall promptly rebuild permanent fences equal to or better than the existing fence. Both Grantee and its contractors shall first consult and obtain Grantor's approval for location of fence work, materials and construction applications. Grantee shall use 1 $\frac{3}{4}$ " staples, wood posts, Colorado Fuel and Iron (CF&I) heavy-duty steel posts and CF&I barbed wire to rebuild Grantor's fence and consult with Grantor for approval of the fence builders that will do the fence replacement.

Fences shall not be considered equal to the existing fence if the posts have been undercut or brush has been shoved into the fence. If Grantee has disturbed the ground, plowed mud, or added other material within three feet of a fence, it shall be Grantor's judgment as to what fence is not equal to or better than the existing fence.

If requested in writing by Grantor, Grantee will also install pipe cattle guards of sufficient size and substance to bear Grantee's traffic and to turn all livestock. Such cattle guards shall not be installed without prior approval of Grantor and shall be installed in such a manner as to prevent water draining into the cattle guards, placed at a height so they are visible to cattle from reasonable distance, and shall be cleaned and

otherwise maintained by Grantee. Quality metal gates shall be a minimum of ten feet in width, shall contain either a metal gate or electric fence and shall be placed across and adjacent to the cattle guards.

LIVESTOCK: If any of the Grantor's or Grantor's lessees' livestock are injured or killed by the direct or indirect actions of the Grantee or its employees, contractors, subcontractors, agents, business invitees or other visitors the Grantee shall pay the Grantor the veterinarian, medical or other costs to rehabilitate an injured animal, or reimburse Grantor or Grantor's lessee(s) the value of an animal killed or euthanased, according to the following schedule:

Cows: Replacement cost of a bred heifer or _____, whichever is greater;

Calves: Market value of 700 lb. calf or _____, whichever is greater;

Bulls: _____ or the acquisition price for that animal, whichever is greater;

Dogs: Current market price or the acquisition price for that animal, whichever is greater.

Horses: Grantor shall, on an annual basis, provide to Grantee an Inventory of its horses as well as the horse's market value. Grantee agrees to reimburse Grantor the value of the horse based on the Inventory in the event the horse is killed by the direct or indirect actions of the Grantee. Said value of each horse not to exceed _____

Other domesticated Livestock: Current market price or the acquisition price for that animal, whichever is greater.

MAINTENANCE: All access roads, fences, and gates impacted by Grantee's use or operations which are subject to this Agreement shall be maintained by Grantee in as good condition as exists at the Effective Date of this Agreement, ordinary wear and tear excepted. Grantor shall give Grantee written notice of degradation or damage to the Subject Lands caused by Grantee's operations.

Regarding the maintenance of the existing roads Grantor intends at a time of its choosing and option to draft a Road Construction, Maintenance and Access Agreement with respect to the roads that cross its property adjacent to and including the Subject Lands. As a condition to this Agreement, Grantee agrees to enter into with Grantor and other third parties such agreement regarding the construction and maintenance of such roads and agrees to pay its proportionate cost thereof.

WEED CONTROL: Grantee shall be responsible for controlling all noxious weeds, including without limitation, halo Eton, cocklebur, Canada thistle, knapweed species, leafy spurge, houndstounge, musk thistle and whitetop species on the Subject Lands. Grantee shall also be responsible for preventing such noxious weeds from spreading to Grantor's lands adjacent to the Subject Lands. In the event such noxious weeds spread to Grantor's lands adjacent to the Subject Lands, Grantee shall be responsible for controlling the noxious weeds of those lands as well, provided that those portions of the Subject Lands affected by the construction of the right-of-way were free of such noxious weeds prior to such time of construction. If the lands immediately adjacent to the Subject Lands are not free of such noxious weeds prior to construction of the same, Grantee's responsibility shall be limited to reasonable control of such noxious weeds on the Subject Lands. If Grantee locates or Grantor notifies Grantee of location of noxious weeds on the Subject Lands, Grantee shall

implement control procedures before noxious weeds go to seed. Grantee's responsibility for weed control shall be ongoing and shall continue for three (3) years after the Subject Lands have ceased to be used by the Grantee for the purposes herein granted. Such control as set forth above shall at the very minimum conform to those established by the Bureau of Land Management.

NON-EXCLUSIVE USE AND RESERVATIONS: This Agreement and all other rights hereby granted are not exclusive to Grantee and are limited to the specific grant herein. This Agreement does not, in any way whatsoever, convey any water rights or the right to use water. Grantor reserves unto itself and its successors and assigns all rights not specifically granted to Grantee herein. Grantor may grant additional rights-of-way or easements on, over, across, under and/or through the Right-of-Way to any third party for any reason, in Grantor's sole and absolute discretion, so long as such grant does not interfere with Grantee's access rights as described in this Agreement.

AGRICULTURAL LIABILITY: Grantee shall take reasonable precautions to avoid damage to agricultural operations on or adjacent to the Subject Lands. Grantee shall have and assumes liability for all cattle, crops, or chattel lost as a result of Grantee's operations on the Subject Lands.

LOCAL SPECIES/HABITAT LIABILITY: Grantee shall have and assumes liability for all endangered species, protected species, wildlife habitat and bio-diversity damaged or destroyed as a result of Grantee's operations on the Subject Lands.

LIABILITY OF THE PARTIES: Grantee covenants and agrees to fully defend, protect, indemnify and hold harmless Grantor, its officers, directors, employees and agents, from and against each and every claim, demand or cause of action and liability, cost and/or expense (including but not limited to reasonable attorney's fees and costs incurred in defense of Grantor, its officers, directors, employees and/or agents), for damage or loss in connection therewith, which may be made or asserted by Grantee, Grantee's officers, directors, partners, members, employees and/or agents, or which may be asserted by any third party (including but not limited to Grantor's officers, directors, employees and/or agents), on account of personal injury or death or property damage caused by Grantee's use of the Subject Lands or the rights granted hereunder, except to the extent such damage or injury results from the actions of Grantor, its contractors, agents or assigns. Where personal injury, death, or loss of or damage to property is the result of the joint actions of Grantor or Grantee, Grantee's duty of indemnification shall be in proportion to its allocable share of such action.

It is expressly agreed that the indemnity obligation specifically includes, but is not limited to, claims arising under the provisions herein entitled Agricultural Liability above, and all federal laws and regulations including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. &9601 et. seq. and amendments, Resources Conservation and Recovery Act, 42 U.S.C.A. &6901 et. seq. and amendments, Safe Water Drinking Act, 42 U.S.C.A. 300f et. seq. and amendments, Toxic Substances Control Act, 15 U.S.C.A. &2601 et. seq. and amendments, Clean Water Act,

33 U.S.C.A. & 1251 et. seq. and its amendments, Clean Air Act, 42 U.S.C.A. & 7401 and amendments, Natural Gas Pipeline Act, 49 U.S.C.A. 1671 et. seq. and amendments, Hazardous Liquid Pipeline Safety Act, 49 U.S.C.A. 2001 et. seq. and amendments, and all state and local environment laws, rules, and regulations.

Neither party shall be liable to the other for any damages due to fire, earthquake, flood, windstorm and other like casualty or other causes beyond its reasonable control, nor for damages caused by public improvements or condemnation proceedings. Notwithstanding the foregoing, neither party shall be required to settle a labor dispute against its will.

LAWS, RULES, AND REGULATIONS: Grantee shall at its sole expense comply with all federal laws and regulations as well as those of the State of Colorado and any other governmental authority having jurisdiction over Grantee's activities on the Subject Lands. Grantor may at its option request copies of any permits, and cultural, botanical, and wildlife reports covering Grantor's land and adjoining Bureau of Land Management land.

DRUGS, ALCOHOL AND FIREARMS: Grantee shall not allow the use, possession, transfer, purchase or sale of illegal drugs, narcotics, or other unlawful substances and materials by Grantee or its contractors, sub-contractors, agents, business invitees or other visitors while on the Subject Lands or adjacent lands. The use, possession, transfer, purchase or sale of alcoholic beverages, firearms and other weapons upon the Subject Lands or adjacent lands is absolutely prohibited.

HUNTING AND FISHING: No hunting, trapping or fishing is permitted on the Subject Lands or adjacent lands and no such rights are granted by this Agreement.

WATER RIGHTS NOT CONVEYED: This Agreement does not, in any way whatsoever, convey to Grantee any water rights or the right to use water on, under or appurtenant to the Subject Lands.

WATER AND DRAINAGE: Grantee shall have and hereby assumes absolute liability for damages to water wells, water tables, natural springs, running watercourses, and water tanks within 330' of the center line of the right-of-way insofar as damage can reasonably be determined to be the result of Grantee's operations.

ACCESS TO PIPELINE: Grantee agrees to install a tap on said pipeline in (TBD) (legal location). Grantee agrees to accept Grantor's gas at the tap on a best efforts basis. Grantor's gas must be of pipeline quality. Grantee and Grantor shall negotiate a gas gathering and processing agreement.

Where weed control and reclamation of the Right-of-Way requires the application of a treatment or seeding Grantee agrees to hire Vintage Ranches, LLC to perform all the spraying on Grantor's property. Grantee and Vintage Ranches, LLC shall enter into a contract to perform such services at rates competitive in the industry. (Vintage Ranches,

LLC is affiliated with Puckett Land Company.)

NOTICE: Any notice or written demand to be given to Grantor or Grantee may be delivered in person, by fax or certified or registered mail, postage prepaid, addressed to the party for whom intended. Notice shall be deemed given upon receipt.

Puckett Land Company
Attn: Ray Anderson
5460 S. Quebec St., Suite 250
Greenwood Village, CO 80111
Phone: 303-763-1000
Fax: 303-763-1040

Enterprise Gas Processing LLC
Attn: Land Department
2727 North Loop West
Houston, TX 77008
Phone: 713-803-1000
Fax: 713-803-2726

TERM: This Agreement shall remain in effect for a primary term ending June 1, 2010, and for so long thereafter as Grantee, or its successors and assigns, are using said Easement for the purposes described above. If, after this primary term, operations for the transportation of natural gas cease for a period of more than twenty-four (24) consecutive months, then such operations shall be deemed not to be conducted and this Agreement shall terminate, except when non-use is caused by acts of circumstances beyond the control of Grantee. In addition to Grantor's termination rights set forth above in connection with Grantee's unauthorized presence on the Subject Lands, Grantor may terminate this Agreement for cause at any time after the end of the primary term by giving written notice thereof to Grantee. Cause for termination shall mean, in Grantor's sole discretion and determination, that Grantee has committed a material violation or breach of the terms or conditions of this agreement and/or engaged in willful misconduct. The termination notice shall set forth the reason(s) for such termination. Grantor shall be given thirty (30) days from receipt of the termination notice to cure the specified violation or breach to the reasonable satisfaction of Grantor; provided, however, that if the breach or violation cannot reasonably be expected to be cured in such thirty day period and Grantee has commenced and is continuously and diligently prosecuting curative efforts within such thirty day period then the cure period shall be extended for so long as Grantee is, in the sole opinion of Grantor, diligently and continuously engaged in curative efforts, not to exceed one hundred eighty (180) days from the receipt of the termination notice. In the event Grantee fails or refuses to cure any breach or violation within the above described cure period, then this Agreement shall terminate. Following termination of this Agreement, it shall be Grantee's obligation to restore and reclaim all land affected by Grantee's activities to the extent required by applicable law or regulation established by the Bureau of Land Management or to its equivalent prior condition (ordinary wear and tear expected), whichever is greater, including, but not limited to, the removal of facilities.

DUST CONTROL: Grantor agrees to water roads on the Subject Lands or use other reasonable measures to reduce excess dust from road use during drilling and completion operations.

GOVERNING LAW: This Agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the laws of the State of Colorado.

MISCELLANEOUS: This Agreement contains the entire agreement between Grantor and Grantee and any prior oral representations or understanding concerning this Agreement or its subject matter shall be no force and effect.

This Agreement is subject to all contracts, leases, liens, easements and encumbrances or claims of title, which may affect the Subject Lands, and nothing contained herein shall be construed as a covenant or warranty against the existence of any thereof.

The terms and provisions of this Agreement shall extend to and be binding upon the parties, their respective heirs, successors, legal representatives and third party assigns.

Grantee shall have neither the right nor the power to assign this agreement, in whole or in part, to another party without the prior written consent of Grantor. Grantor may withhold its consent to any such proposal or attempted assignment for any reason or for no reason in its sole discretion.

Grantee shall pay Grantor for the sum of ten thousand dollars upon execution of this Agreement for Grantor's document preparation costs.

MEMORANDUM OF EASEMENT AND RIGHT-OF-WAY: Grantee shall cause to be filled of record a fully executed and acknowledged original Memorandum of Easement and Right-of-Way, in a form reasonably acceptable to Grantor and Grantee, and shall promptly provide to Grantor a recorded copy thereof. Such Memorandum shall be recorded in the appropriate real property records of the county in which the Subject Lands are located.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. THE SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Easement and Right-of-Way Agreement the day and year indicated below but effective on the date first set forth above.

GRANTOR:

PUCKETT LAND COMPANY

Matthew A. Wuntzbacher
By: Matthew A. Wuntzbacher, President

7-2-09
Date:

GRANTEE:

ENTERPRISE GAS PROCESSING LLC

Michael A. Todd
By: Michael A. Todd, Attorney-in-Fact

7-2-09
Date:

ACKNOWLEDGEMENTS

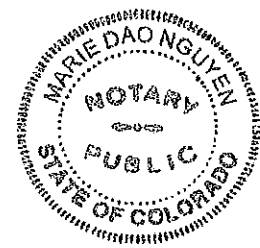
STATE OF Colorado
COUNTY OF Arapahoe)^{SS}

The foregoing instrument was acknowledged before me on this 2 day of July, 2009
by Matthew A. Wuntzbacher & Michael A. Todd

Marie Dao Nguyen
Notary Public

My Commission Expires: 10/16/2012

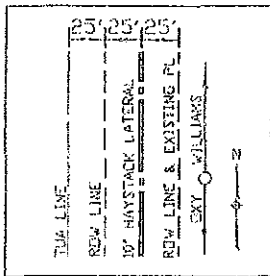
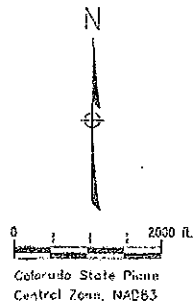
STATE OF Colorado
COUNTY OF Arapahoe)^{SS}



My Commission Expires 10/16/2012

RIGHT-OF-WAY EXHIBIT "A"
WITHIN SECTIONS 25, 26, & 35, T6S - R97W
& SECTIONS 1, 2 & 11, T7S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO

PUCKETT LAND CO.



A TYPICAL OFFSET DETAIL

NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON BEARS: S 1°34'46" W
- 2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIG. D REVIEW: 1/30/09
- 3) SURVEY DATUM SHOWN HEREON IS BASED ON GPS SURVEY SET TO COLORADO CENTRAL STATE PLANE COORDINATES AT GRID ELEVATION.
- 4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
- 5) SEE SHEET 2 & 3 OF 4 FOR RIGHT-OF-WAY DESCRIPTION ATTACHED WHICH BY THIS REFERENCE IS MADE HEREBY.
- 6) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION.

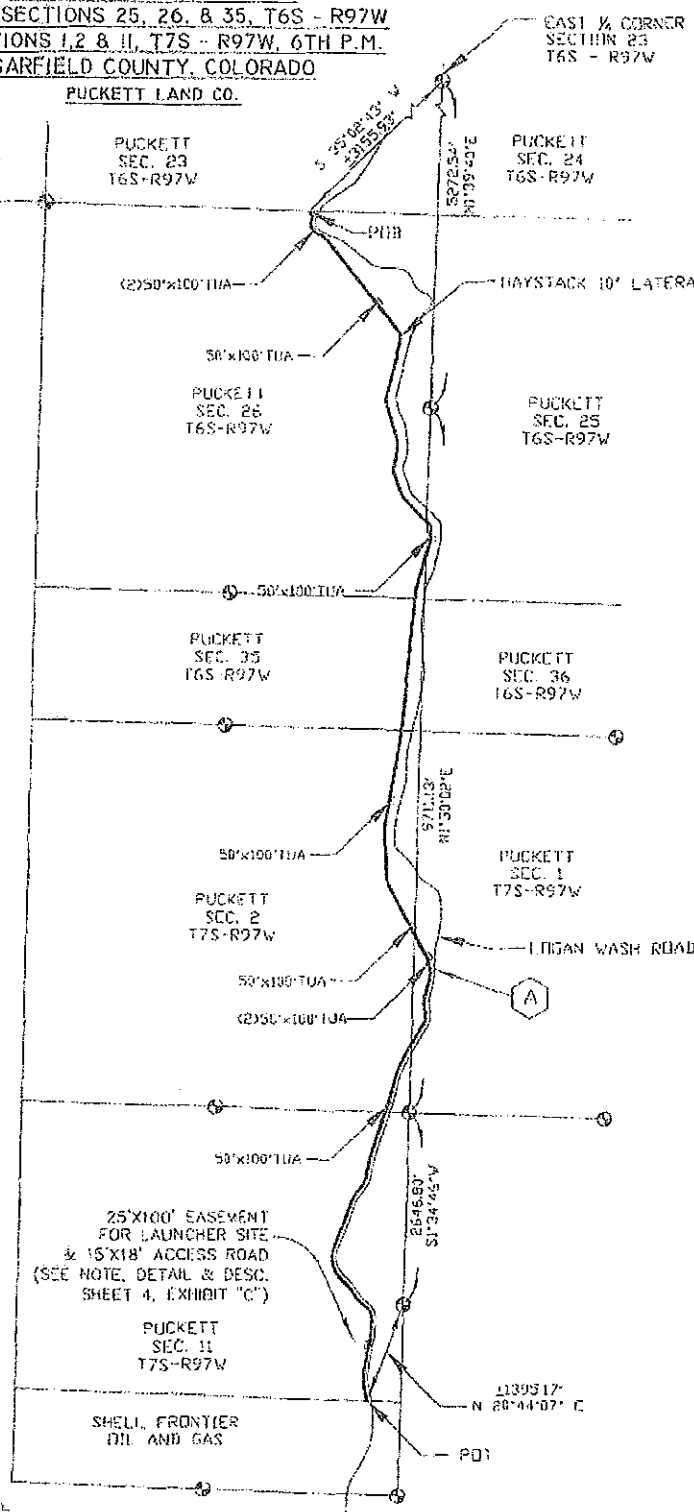
LEGEND:

- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L. II SURVEY MONUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCING
- POT = POINT OF TERMINUS
- ROW = RIGHT-OF-WAY
- TUA = TEMPORARY USE AREA

SURVEYOR'S STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



STATE: COLORADO REGISTRATION NO.: 12499-A EXPIRES: 12/31/11	PROJECT NO.: 12499-1805-004

RIGHT-OF-WAY EXHIBIT "B-1"
WITHIN SECTIONS 25, 26, & 35, T6S - R97W
& SECTIONS I, 2 & 11, T7S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE DESCRIPTION OF A 50.00 FOOT WIDE RIGHT-OF-WAY AND EASEMENT

CENTERLINE DESCRIPTION FOR A FIFTY (50.00) FOOT WIDE RIGHT-OF-WAY AND EASEMENT WITHIN SECTIONS 25, 26 & 35, TOWNSHIP 6 SOUTH, RANGE 97 WEST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 7 SOUTH RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS G.I.O. MONUMENT AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPAL MERIDIAN; THENCE SOUTH 35°02'43" WEST FOR A DISTANCE OF 3155.93 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 23, SAID POINT BEING THE "POINT OF BEGINNING" OF SAID CENTERLINE;

THENCE SOUTH 18°48'24" EAST FOR A DISTANCE OF 90.47';
 THENCE SOUTH 11°14'35" WEST FOR A DISTANCE OF 82.50';
 THENCE SOUTH 5°36'22" EAST FOR A DISTANCE OF 49.74';
 THENCE SOUTH 28°31'22" EAST FOR A DISTANCE OF 46.54';
 THENCE SOUTH 43°50'57" EAST FOR A DISTANCE OF 42.95';
 THENCE SOUTH 60°29'20" EAST FOR A DISTANCE OF 39.60';
 THENCE SOUTH 70°33'33" EAST FOR A DISTANCE OF 36.89';
 THENCE SOUTH 48°00'56" EAST FOR A DISTANCE OF 111.56';
 THENCE SOUTH 36°55'21" EAST FOR A DISTANCE OF 160.01';
 THENCE SOUTH 38°38'23" EAST FOR A DISTANCE OF 1441.00';
 THENCE SOUTH 18°19'45" EAST FOR A DISTANCE OF 25.67';
 THENCE SOUTH 6°49'10" EAST FOR A DISTANCE OF 41.20';
 THENCE SOUTH 13°53'40" WEST FOR A DISTANCE OF 813.73';
 THENCE SOUTH 13°13'41" WEST FOR A DISTANCE OF 63.64';
 THENCE SOUTH 11°08'55" EAST FOR A DISTANCE OF 43.18';
 THENCE SOUTH 16°25'46" EAST FOR A DISTANCE OF 583.16';
 THENCE SOUTH 5°51'53" EAST FOR A DISTANCE OF 25.66';
 THENCE SOUTH 9°27'04" WEST FOR A DISTANCE OF 167.36';
 THENCE SOUTH 11°35'07" WEST FOR A DISTANCE OF 147.72';
 THENCE SOUTH 4°11'57" WEST FOR A DISTANCE OF 55.15';
 THENCE SOUTH 20°39'24" EAST FOR A DISTANCE OF 345.92';
 THENCE SOUTH 30°45'18" EAST FOR A DISTANCE OF 47.28';
 THENCE SOUTH 43°43'39" EAST FOR A DISTANCE OF 509.00';
 THENCE SOUTH 8°56'48" EAST FOR A DISTANCE OF 78.28';
 THENCE SOUTH 1°55'57" EAST FOR A DISTANCE OF 145.67';
 THENCE SOUTH 17°49'20" WEST FOR A DISTANCE OF 166.96';
 THENCE SOUTH 15°48'11" WEST FOR A DISTANCE OF 541.41';
 THENCE SOUTH 5°38'26" WEST FOR A DISTANCE OF 1847.85';
 THENCE SOUTH 7°51'22" WEST FOR A DISTANCE OF 273.84';
 THENCE SOUTH 9°34'26" WEST FOR A DISTANCE OF 1132.67';
 THENCE SOUTH 1°28'57" WEST FOR A DISTANCE OF 214.58';
 THENCE SOUTH 2°13'07" EAST FOR A DISTANCE OF 587.10';
 THENCE SOUTH 28°21'42" EAST FOR A DISTANCE OF 526.00';
 THENCE SOUTH 29°21'38" EAST FOR A DISTANCE OF 683.00';
 THENCE SOUTH 0°27'21" WEST FOR A DISTANCE OF 66.74';
 THENCE SOUTH 35°34'03" EAST FOR A DISTANCE OF 46.88';
 THENCE SOUTH 15°56'19" EAST FOR A DISTANCE OF 50.43';
 THENCE SOUTH 9°12'49" WEST FOR A DISTANCE OF 85.41';
 THENCE SOUTH 14°15'06" WEST FOR A DISTANCE OF 323.51';
 THENCE SOUTH 2°42'21" EAST FOR A DISTANCE OF 140.46';
 THENCE SOUTH 7°09'30" EAST FOR A DISTANCE OF 84.59';
 THENCE SOUTH 12°21'48" WEST FOR A DISTANCE OF 47.90';
 THENCE SOUTH 24°06'25" WEST FOR A DISTANCE OF 41.47';
 THENCE SOUTH 31°35'16" WEST FOR A DISTANCE OF 337.91';
 THENCE SOUTH 29°32'03" WEST FOR A DISTANCE OF 197.25';

(CENTERLINE 2 CONTINUED ON RIGHT-OF-WAY EXHIBIT "B-2", SHEET 3)

SURVEYOR STATEMENT:

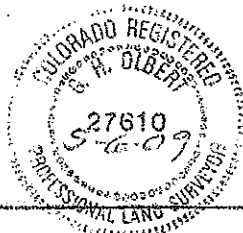
I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTES:

1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY MONUMENTATION SHOWN HEREIN. BEARS: S 1°34'46" W

2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW: 1/30/09.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	FILE NO.	DRAW. NO.	NO.
11/03/08	12499-1805-004	12499-1805-004	01
SCALE	DATE	BY	CHK
AS SHOWN	11/03/08	GO	GO

RIGHT-OF-WAY EXHIBIT "B-2"
 WITHIN SECTIONS 25, 26, & 35, T6S - R97W
 & SECTIONS I, 2 & 11, T7S - R97W, 6TH P.M.
 GARFIELD COUNTY, COLORADO
 PUCKETT LAND CO.

CENTERLINE DESCRIPTION (CONTINUED FROM RIGHT-OF-WAY EXHIBIT "B-1", SHEET 2)

THENCE SOUTH 23°41'59" WEST FOR A DISTANCE OF 187.33';
 THENCE SOUTH 18°53'01" WEST FOR A DISTANCE OF 105.36';
 THENCE SOUTH 14°56'39" WEST FOR A DISTANCE OF 342.30';
 THENCE SOUTH 17°04'10" WEST FOR A DISTANCE OF 377.98';
 THENCE SOUTH 17°18'22" WEST FOR A DISTANCE OF 326.19';
 THENCE SOUTH 14°45'54" WEST FOR A DISTANCE OF 140.07';
 THENCE SOUTH 11°58'47" WEST FOR A DISTANCE OF 160.53';
 THENCE SOUTH 14°57'19" WEST FOR A DISTANCE OF 190.08';
 THENCE SOUTH 26°06'59" WEST FOR A DISTANCE OF 66.86';
 THENCE SOUTH 37°54'42" WEST FOR A DISTANCE OF 147.02';
 THENCE SOUTH 29°08'35" WEST FOR A DISTANCE OF 119.31';
 THENCE SOUTH 18°18'17" WEST FOR A DISTANCE OF 255.45';
 THENCE SOUTH 21°21'20" WEST FOR A DISTANCE OF 209.38';
 THENCE SOUTH 18°59'51" WEST FOR A DISTANCE OF 180.43';
 THENCE SOUTH 11°22'23" WEST FOR A DISTANCE OF 56.08';
 THENCE SOUTH 0°04'42" EAST FOR A DISTANCE OF 42.38';
 THENCE SOUTH 14°30'10" EAST FOR A DISTANCE OF 112.91';
 THENCE SOUTH 21°19'38" EAST FOR A DISTANCE OF 91.02';
 THENCE SOUTH 33°52'31" EAST FOR A DISTANCE OF 60.95';
 THENCE SOUTH 45°22'24" EAST FOR A DISTANCE OF 188.77';
 THENCE SOUTH 38°00'27" EAST FOR A DISTANCE OF 72.23';
 THENCE SOUTH 33°22'33" EAST FOR A DISTANCE OF 119.24';
 THENCE SOUTH 45°33'19" EAST FOR A DISTANCE OF 85.66';
 THENCE SOUTH 49°33'56" EAST FOR A DISTANCE OF 112.14';
 THENCE SOUTH 40°32'35" EAST FOR A DISTANCE OF 40.93';
 THENCE SOUTH 27°03'15" EAST FOR A DISTANCE OF 53.90';
 THENCE SOUTH 7°57'32" EAST FOR A DISTANCE OF 56.52';
 THENCE SOUTH 2°34'22" WEST FOR A DISTANCE OF 181.13';
 THENCE SOUTH 13°29'26" WEST FOR A DISTANCE OF 246.05';
 THENCE SOUTH 9°01'37" WEST FOR A DISTANCE OF 370.10';
 THENCE SOUTH 4°56'10" EAST FOR A DISTANCE OF 106.51';
 THENCE SOUTH 9°50'13" EAST FOR A DISTANCE OF 231.07'.
 MORE OR LESS TO THE "POINT OF TERMINUS";

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 886,736 SQUARE FEET OR 20.4 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 17,347 FEET OR 1,074.8 RODS MORE OR LESS.

SURVEYOR STATEMENT:

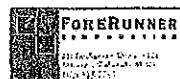
I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTES:

1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS REFERRED BY MONUMENTATION SHOWN HEREON. BEARS: S 1°34'46" W

2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW: 1/30/09.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



NAME	12499	SWG. NO.	
DATE	3-16-09	DATE 3 OF 4	12499-1805-004

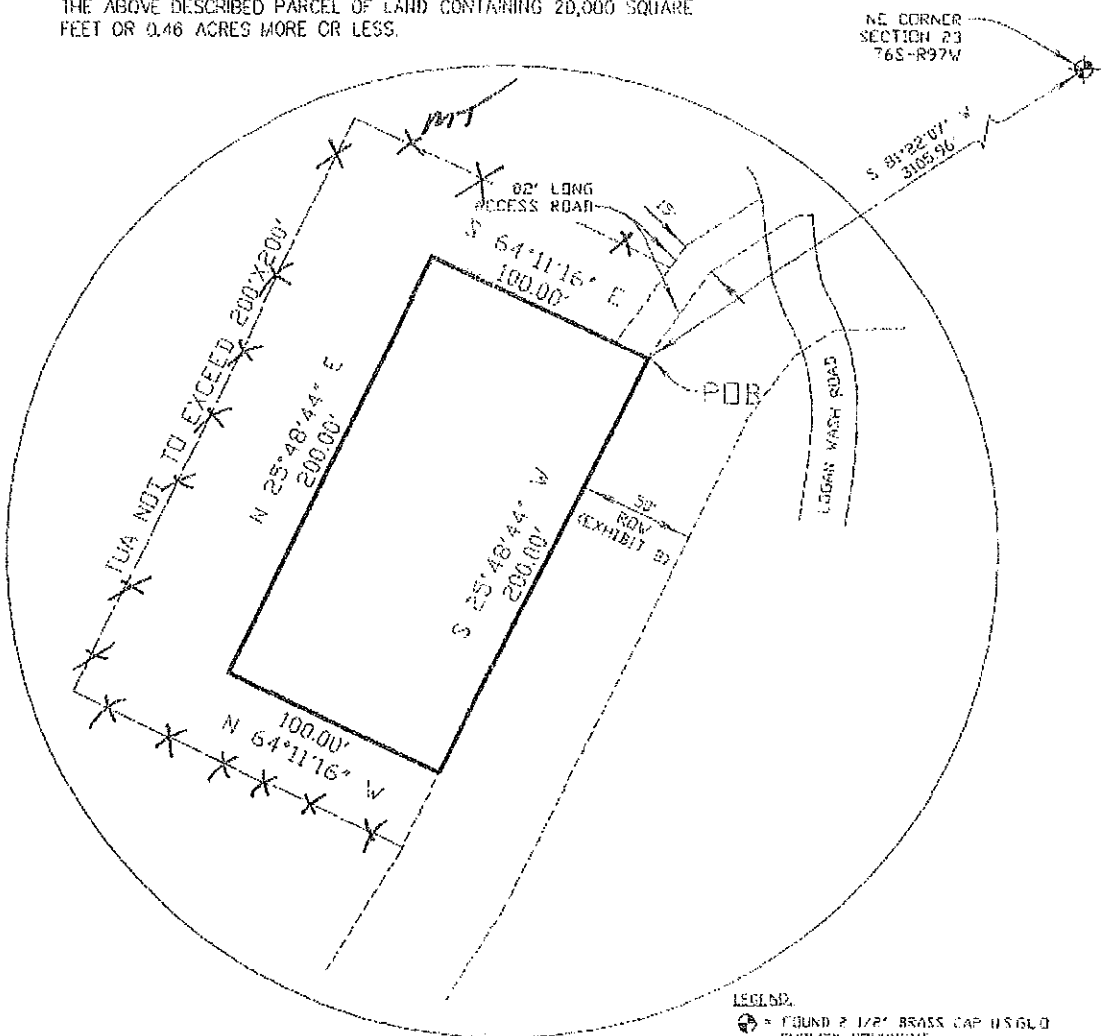
RIGHT-OF-WAY EXHIBIT "C"
WITHIN SECTION 23, T6S - R97W, 6TH P.M.,
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.
(DETAIL REFERENCE SHEET 1 OF 4)

DESCRIPTION OF A 100 FOOT BY 200 FOOT RIGHT-OF-WAY AND EASEMENT WITHIN SECTION 23, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID CORNER BEING MARKED WITH A U.S. G.L.O. SURVEY MONUMENT, DATED 1917; THENCE SOUTH 81°22'07" WEST FOR A DISTANCE OF 3105.96 FEET TO THE POINT OF BEGINNING OF SAID TRACT;

THENCE SOUTH 25°48'44" WEST FOR A DISTANCE OF 200.00 FEET;
 THENCE NORTH 64°11'16" WEST FOR A DISTANCE OF 100.00 FEET;
 THENCE NORTH 25°48'44" EAST FOR A DISTANCE OF 200.00 FEET;
 THENCE SOUTH 64°11'16" EAST FOR A DISTANCE OF 100.00 FEET
 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 20,000 SQUARE FEET OR 0.46 ACRES MORE OR LESS.



SURVEYOR STATEMENT

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



LEGEND

- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L.O. SURVEY MONUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCING
- TUA = TEMPORARY USE AREA

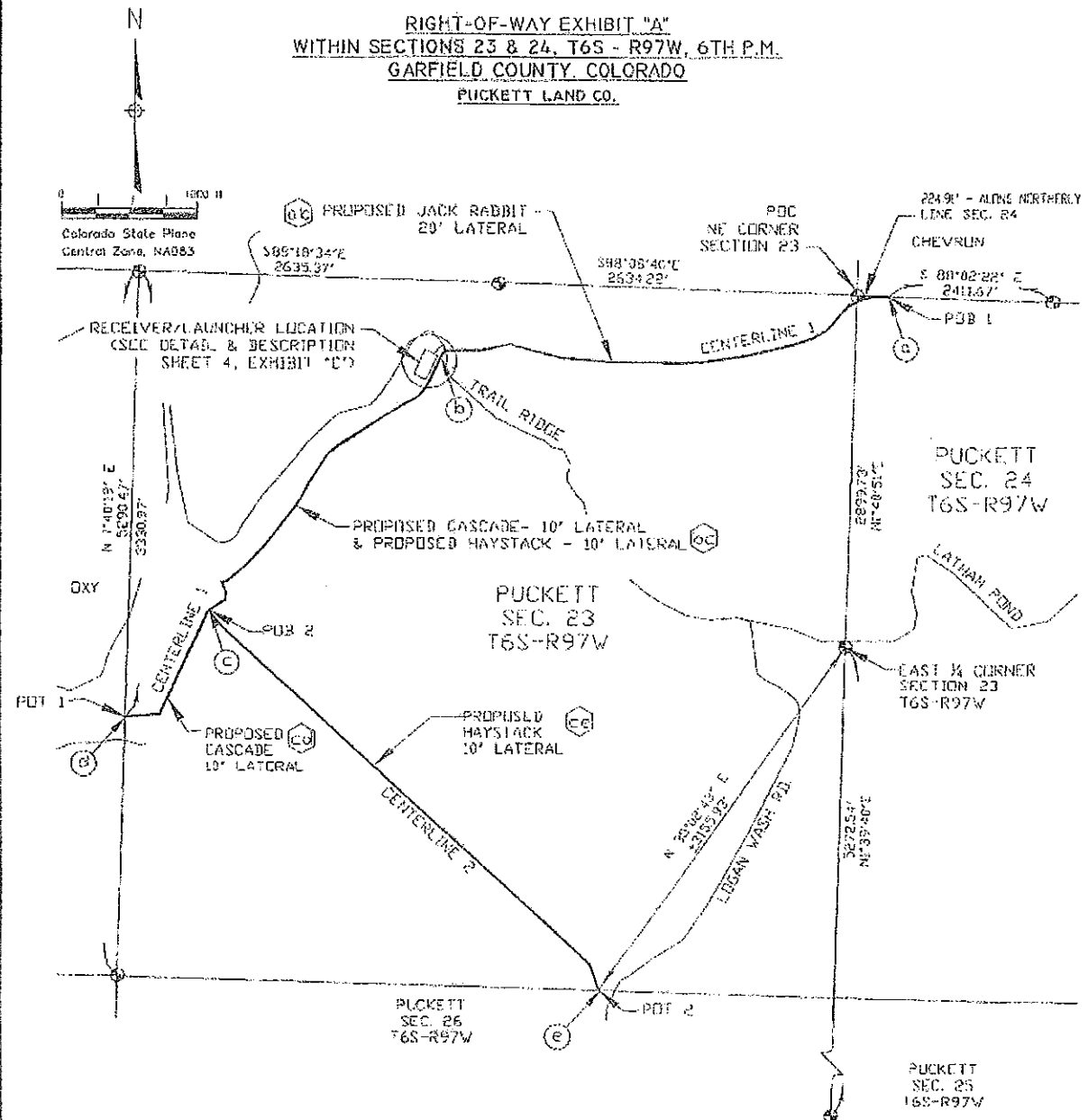
NOTES

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 3). BEARS: S 08°32'22" E.
- 2) DATE FIELD SURVEY: 1/30/2009; DATE LAST FIELD REVIEW: 1/30/09.



MAP NO.	FILE NO.	SHEET NO.
12498-A	1077 1/2 ST.	12498-1005-003

RIGHT-OF-WAY EXHIBIT "A"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.



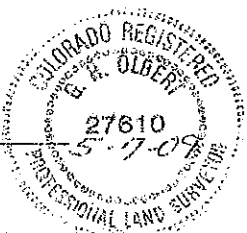
- LEGEND:**
- = PIPELINE SEGMENT DETAIL REFERENCE END POINT
 - ⬡ = PIPELINE SEGMENT DETAIL REFERENCE (SEE SHEET 3)
 - ⊕ = FOUND 2 1/2" BRASS CAP U.S.G.L.D. SURVEY MONUMENT
 - CL = CENTERLINE
 - PL = PIPELINE
 - PBB = POINT OF BEGINNING
 - PDC = POINT OF COMMENCING
 - PDT = POINT OF TERMINUS
 - ROW = RIGHT-OF-WAY
 - TUA = TEMPORARY USE AREA

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON

- NOTES:**
- 1) BASIS OF BEARING GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: S 00°02'22" E
 - 2) DATE FIELD SURVEY 1/30/09; DATE LAST FIELD REVIEW 1/30/09.
 - 3) SURVEY DATUM SHOWN HEREON IS BASED ON GPS SURVEY SET TO COLORADO CENTRAL STATE PLANE COORDINATES AT GRID ELEVATION
 - 4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR ENCUMBRANCES OF RECORD. NO TITLE COMMITMENT WAS FURNISHED IN THE PREPARATION OF THIS SURVEY.
 - 5) SEE SHEET 2 OF 4 FOR RIGHT-OF-WAY DESCRIPTION ATTACHED WHICH BY THIS REFERENCE IS MADE HEREUP.
 - 6) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	DRAWN	DATE	BY	DWG. NO.
5-17-09	5-17-09	5-17-09	5-17-09	12499-1805-B03

RIGHT-OF-WAY EXHIBIT "B-1"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE DESCRIPTION OF A 50.00 FOOT WIDE RIGHT-OF-WAY AND EASEMENT

CENTERLINE DESCRIPTION FOR A FIFTY (50.00) FOOT WIDE RIGHT-OF-WAY AND EASEMENT WITHIN SECTIONS 23 & 24, TOWNSHIP 6 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS AS FOLLOWS:

CENTERLINE 1:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, SAID CORNER BEING MARKED WITH A U.S. G.L.O. SURVEY MONUMENT, DATED 1917;

THENCE SOUTH 88°02'22" EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 24, FOR A DISTANCE OF 224.91 FEET TO "POINT OF BEGINNING 1" OF SAID CENTERLINE;

THENCE SOUTH 89°04'11" WEST FOR A DISTANCE OF 120.84';
 THENCE SOUTH 70°16'13" WEST FOR A DISTANCE OF 111.92';
 THENCE SOUTH 64°28'22" WEST FOR A DISTANCE OF 70.71';
 THENCE SOUTH 43°03'08" WEST FOR A DISTANCE OF 77.51';
 THENCE SOUTH 38°23'59" WEST FOR A DISTANCE OF 170.62';
 THENCE SOUTH 58°57'14" WEST FOR A DISTANCE OF 124.95';
 THENCE SOUTH 70°10'28" WEST FOR A DISTANCE OF 135.19';
 THENCE SOUTH 76°08'35" WEST FOR A DISTANCE OF 390.54';
 THENCE SOUTH 81°30'53" WEST FOR A DISTANCE OF 231.98';
 THENCE SOUTH 87°14'52" WEST FOR A DISTANCE OF 238.04';
 THENCE NORTH 89°39'20" WEST FOR A DISTANCE OF 494.55';
 THENCE NORTH 85°37'00" WEST FOR A DISTANCE OF 386.46';
 THENCE NORTH 74°15'02" WEST FOR A DISTANCE OF 376.80';
 THENCE SOUTH 77°51'05" WEST FOR A DISTANCE OF 203.61';
 THENCE SOUTH 88°21'14" WEST FOR A DISTANCE OF 249.02';
 THENCE SOUTH 56°33'20" WEST FOR A DISTANCE OF 32.46';
 THENCE SOUTH 36°38'40" WEST FOR A DISTANCE OF 38.82';
 THENCE SOUTH 25°48'44" WEST FOR A DISTANCE OF 238.96';
 THENCE SOUTH 31°37'26" WEST FOR A DISTANCE OF 65.89';
 THENCE SOUTH 52°59'25" WEST FOR A DISTANCE OF 41.51';
 THENCE SOUTH 58°31'07" WEST FOR A DISTANCE OF 267.22';
 THENCE SOUTH 57°17'45" WEST FOR A DISTANCE OF 413.51';
 THENCE SOUTH 49°58'57" WEST FOR A DISTANCE OF 93.57';
 THENCE SOUTH 34°46'14" WEST FOR A DISTANCE OF 101.64';
 THENCE SOUTH 32°09'05" WEST FOR A DISTANCE OF 148.53';
 THENCE SOUTH 29°12'37" WEST FOR A DISTANCE OF 135.63';
 THENCE SOUTH 31°59'18" WEST FOR A DISTANCE OF 65.60';
 THENCE SOUTH 37°52'28" WEST FOR A DISTANCE OF 304.12';
 THENCE SOUTH 38°54'53" WEST FOR A DISTANCE OF 92.80';
 THENCE SOUTH 43°34'19" WEST FOR A DISTANCE OF 167.11';
 THENCE SOUTH 48°28'32" WEST FOR A DISTANCE OF 183.00';
 THENCE SOUTH 68°19'02" WEST FOR A DISTANCE OF 48.50';
 THENCE SOUTH 21°40'58" EAST FOR A DISTANCE OF 77.54';
 THENCE SOUTH 4°58'11" WEST FOR A DISTANCE OF 61.71';
 THENCE SOUTH 57°43'11" WEST FOR A DISTANCE OF 142.62' TO A POINT, SAID POINT BEING "POINT OF BEGINNING 2";
 THENCE CONTINUING SOUTH 57°43'11" WEST FOR A DISTANCE OF 4.66';
 THENCE SOUTH 24°51'21" WEST FOR A DISTANCE OF 855.85';
 THENCE SOUTH 84°33'13" WEST FOR A DISTANCE OF 256.10'
 MORE OR LESS TO "POINT OF TERMINUS 1";

CENTERLINE 1 PARCEL OF LAND, CONTAINING 381,008 SQUARE FEET OR 8.3 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 7,220.16 FEET OR 437.8 RODS MORE OR LESS.

AND (CENTERLINE 2 - SEE SHEET 3 ATTACHED AND A PART OF THIS DESCRIPTION)

SURVEYOR'S STATEMENT

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTES:

- 1) BASIS OF BEARING: OP'S OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 4). BEARS: S 88°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/09, DATE LAST FIELD REVIEW: 1/30/09.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



DATE	FILE	042. NO.	15
12/18/09	12499-A		
24-02	24-02	12499-1805-003	1
24-02	24-02		

RIGHT-OF-WAY EXHIBIT "B-2"
WITHIN SECTIONS 23 & 24, T6S - R97W, 6TH P.M.
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.

CENTERLINE 2 (CONTINUED FROM "RIGHT-OF-WAY EXHIBIT B-1, SHEET 2):

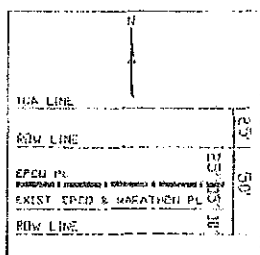
COMMENCING AT SAID "POINT OF BEGINNING 2" (SEE SHEET 2 ATTACHED AND BEING A PART OF THIS DESCRIPTION):

CENTERLINE 2:

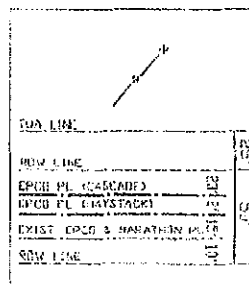
THENCE SOUTH 39°02'05" EAST FOR A DISTANCE OF 112.50';
 THENCE SOUTH 43°51'56" EAST FOR A DISTANCE OF 159.37';
 THENCE SOUTH 46°56'36" EAST FOR A DISTANCE OF 2813.01';
 THENCE SOUTH 48°01'57" EAST FOR A DISTANCE OF 714.64';
 THENCE SOUTH 42°26'51" EAST FOR A DISTANCE OF 58.81';
 THENCE SOUTH 18°48'24" EAST FOR A DISTANCE OF 202.81'
 MORE OR LESS TO THE SOUTHERLY LINE OF SAID SECTION 23,
 SAID POINT BEING THE "POINT OF TERMINUS";

CENTERLINE 2 PARCEL OF LAND, CONTAINING 201,603 SQUARE FEET OR 4.6 ACRES MORE OR LESS, HAVING A CENTERLINE LENGTH OF 4,061.15 FEET OR 246.1 RODS MORE OR LESS.

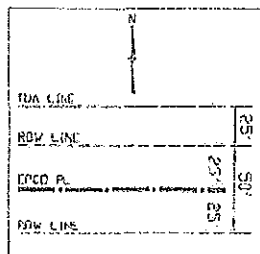
TOTAL COMBINED CENTERLINE 1 AND 2 EASEMENT, CONTAINING 562,611 SQUARE FEET OR 12.9 ACRES MORE OR LESS, HAVING A TOTAL CENTERLINE LENGTH OF 11,281.31 FEET OR 683.7 RODS MORE OR LESS.



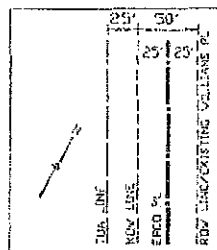
(a) TYPICAL OFFSET DETAIL
 ("ab" = 3434.02 LF)



(b) TYPICAL OFFSET DETAIL
 ("bc" = 2654.19 LF)



(c) TYPICAL OFFSET DETAIL
 ("cd" = 111.95 LF)



(d) TYPICAL OFFSET DETAIL
 ("de" = 4061.15 LF)

TYPICAL OFFSET DETAIL BY SEGMENT
 (REFER TO PLAT EXHIBIT A, SHEET 1 ATTACHED)

SURVEYOR STATEMENT

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF JANUARY 2009 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

NOTES:

- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE NORTHERLY LINE OF THE NW/4 OF SECTION 24, T6S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON (EXHIBIT "A", SHEET 1 OF 4). BEARS: S 89°02'22" E.
- 2) DATE FIELD SURVEY: 1/30/09; DATE LAST FIELD REVIEW: 1/30/09.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



FILE NO.	12109-A	DWG. NO.	12499-1805-003
DATE	3-6-12	SHEET	2 OF 4

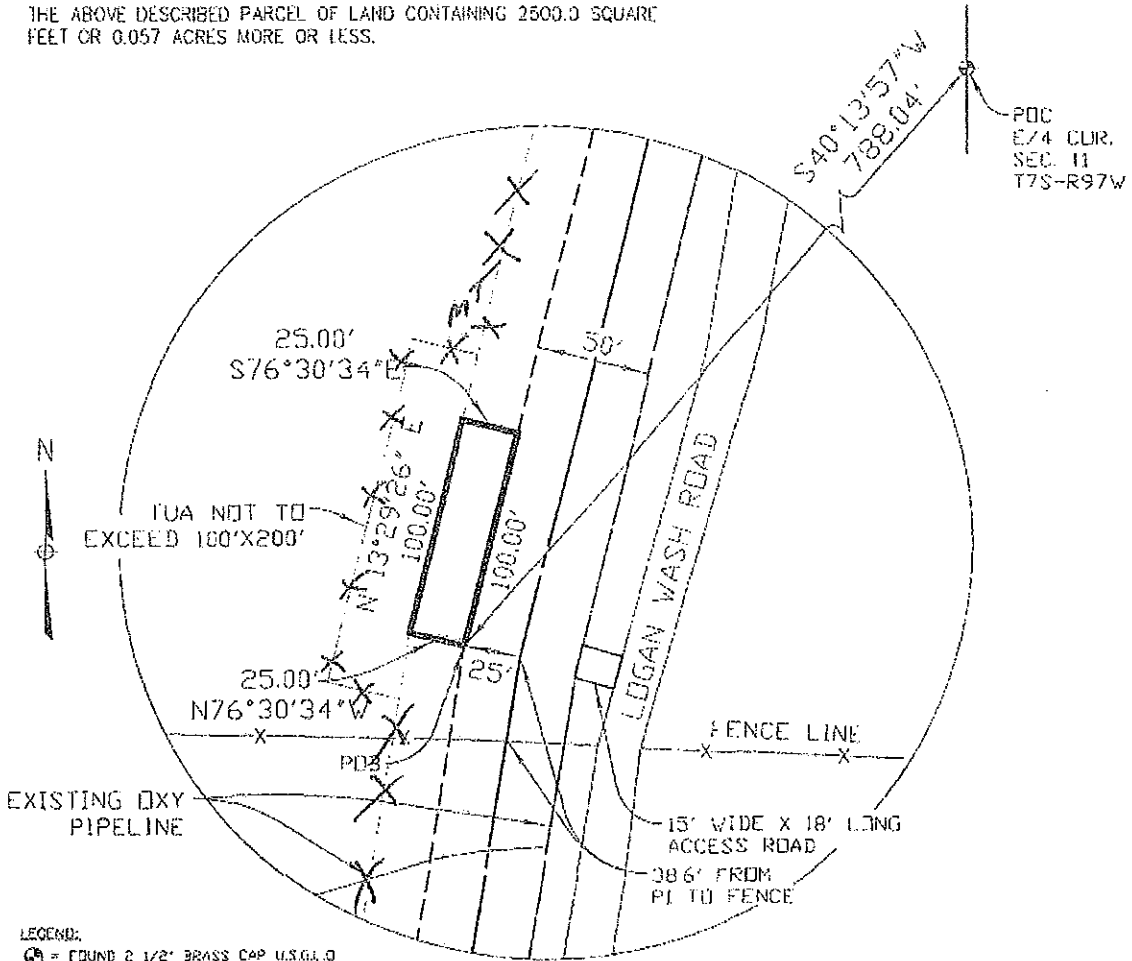
RIGHT-OF-WAY EXHIBIT "C"
WITHIN SECTION 11, T7S - R97W, 6TH P.M.,
GARFIELD COUNTY, COLORADO
PUCKETT LAND CO.
(DETAIL REFERENCE SHEET 1 OF 4)

DESCRIPTION OF A 25'X100' RIGHT-OF-WAY AND EASEMENT WITHIN SECTION 11, TOWNSHIP 7 SOUTH, RANGE 97 WEST, 6TH PRINCIPLE MERIDIAN, GARFIELD COUNTY, COLORADO, SAID RIGHT-OF-WAY AND EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A U.S.G.L.O. BRASS MONUMENT AT THE EAST QUARTER (¼) CORNER OF SAID SECTION 7; THENCE SOUTH 40°13'57" WEST FOR A DISTANCE OF 788.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 50' WIDE RIGHT-OF-WAY AND EASEMENT (SHOWN AND DESCRIBED IN EXHIBITS A, B-1 AND B-2 ATTACHED), SAID POINT BEING THE "POINT OF BEGINNING" OF SAID 25'X100' RIGHT-OF-WAY AND EASEMENT;

THENCE NORTH 76°30'34" WEST FOR A DISTANCE OF 25.00 FEET;
 THENCE NORTH 13°29'26" EAST FOR A DISTANCE OF 100.00 FEET;
 THENCE SOUTH 6°30'34" EAST FOR A DISTANCE OF 25.00 FEET TO A POINT SAID WESTERLY RIGHT-OF-WAY LINE;
 THENCE SOUTH 13°29'26" WEST AND ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 100.00 FEET TO THE "POINT OF BEGINNING";

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 2500.0 SQUARE FEET OR 0.057 ACRES MORE OR LESS.



- LEGEND:**
- ⊙ = FOUND 2 1/2" BRASS CAP U.S.G.L.O. SURVEY MONUMENT
 - ⊙ = POINT OF BEGINNING
 - ⊙ = POINT OF COMMENCING
 - RDW = RIGHT-OF-WAY
 - TUA = TEMPORARY USE AREA

- NOTES:**
- 1) BASIS OF BEARING: GPS OBSERVATION ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 11, T7S R97W AS DEFINED BY MONUMENTATION SHOWN HEREON. BEARS: S 1°34'46" W
 - 2) DATE FIELD SURVEY: 11/03/08; DATE LAST FIELD REVIEW: 1/30/09.

SURVEYOR STATEMENT:

I, GEORGE OLBERT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT A SURVEY OF A TRACT OF LAND AS SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION IN THE MONTH OF NOVEMBER 2008 AND THAT OF SAID SURVEY IS ACCURATELY SHOWN HEREON.

George Olbert
 GEORGE OLBERT
 P.L.S. #27610



FORERUNNER

248 Kansas Street, Suite 1002
 Denver, Colorado 80202
 (303) 733-1111

DATE	PROJECT NO.	DWG. NO.	PL
11/03/08	12499-A		
DATE PLOTTED	SCALE	SHEET # OF #	
1/30/09	1" = 40'	1 OF 4	

12499-1805-804

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned executes this Statement of Authority on behalf of PUCKETT LAND COMPANY, a COLORADO CORPORATION, an entity other than an individual capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is PUCKETT LAND COMPANY and it is formed under the laws of THE STATE OF COLORADO.

The mailing address for the Entity is 5460 QUEBEC STREET, SUITE 250 GREENWOOD VILLAGE, COLORADO 80111.

The name and/or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is MATTHEW A. WURTZBACHER, PRESIDENT.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NONE

Other matters concerning the manner in which the Entity deals with any interest in real property are: N/A.

EXECUTED this 26th day of JUNE, 2009.

Signature: *V. Bruce Thompson*

Name(typed or printed: V. BRUCE THOMPSON

Title (if any): SECRETARY

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 26th day of June, 2009 by V. Bruce Thompson, on behalf of Puckett Land Company, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: Nov 1, 2012

Karen LeBaron

(Notary Public)

[SEAL]



PROPERTY LEASE AGREEMENT

This Property Lease Agreement ("Lease") is made and entered into this 30th day of April, 2008 (the "Execution Date"), but effective as of May 1, 2008 (the "Effective Date") by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, whose addresses are 8191 E. Kaiser Blvd., Anaheim, CA 92808 hereinafter referred to as ("Lessor") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202, its successors and assigns hereinafter referred to as ("Lessee").

Whereas, EnCana Oil & Gas (USA) Inc. desires to lease property in Garfield County, Colorado, for the purpose of maintaining a temporary construction trailer office and yard site. Lessee shall, under the terms of this Lease, have the exclusive right of ingress and egress, and the right to enjoy the exclusive use and occupancy of the property described below. Lessee has the right to assign this Lease or the right to sublease the above described property with Lessor's approval, such approval not to be unreasonably withheld, conditioned, or delayed, at any time for the purpose stated herein. In accordance with the provisions set forth below, *this Lease is contingent upon approval of a Special Use Permit from Garfield County Building and Planning Department*, which the Lessor cannot terminate prior to the termination of the Lease. Lessee will apply for a Special Use Permit within 45 days of the Execution Date. If the Lessee does not apply within 45 days of the Execution Date, this Lease shall terminate upon expiration of the 45-day period. Proof of application shall be forwarded to Lessor before the expiration of the 45 day-period.

Whereas, Lessor warrants that they are the owner of certain real property located in Garfield County; and

Whereas, Lessor desires to lease property to EnCana Oil & Gas (USA) Inc. for the purpose described above;

Therefore, in consideration of the promises and mutual covenants and conditions set forth below, the parties agree as follows:

1. Purpose. Lessor agrees to lease to Lessee a parcel of land located in Township 7 South, Range 96 West, Section 33: NE/4NE/4 as described on the attached Exhibit A, in Garfield County, Colorado (the "Leased Property"), as a temporary construction trailer office and yard site, however there will be no hazardous material storage.
2. Term. The term of this Lease shall be for a 12 month period, beginning May 1, 2008 continuing through April 30, 2009.
3. Consideration. The consideration for the 12 month lease is _____ paid at the time of approval of the Special Use Permit and with the Lessor to receive a copy of the Special Use Permit. No work shall be performed such as fencing, gravel, or installation of roadways, and no occupancy of the yard shall occur, until the Special Use Permit is approved. The Lessee will provide the Lessor a copy of a Liability Policy (Binder) for the yard and be named as additional insured.

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05/21/08

4. Fence. Lessee is granted the option to construct a four wire barbed fence around the perimeter of the Leased Property at or before such time as the activity at such property requires that gates be left open. Upon completion of the term of the Lease, Lessee shall have the option to leave the fence in place and said fence shall become the property of Lessor. Lessee is granted the option to add or widen approaches or gates as Lessee deems necessary.

5. Restoration of Property. Lessee agrees that upon completion of its construction activities, the portion of the property disturbed from Lessee's activities and covered with gravel, will not be reclaimed and reseeded with native grasses in accordance with Federal Energy Regulatory Commission regulations and local Soil Conservation Service recommendations, per Lessor's request.

Lessee may have the option to gravel all or part of the property. Upon completion and termination of the Lease, gravel will not be removed, per Lessor's request, and that portion of the property, then will not be reclaimed.

6. Indemnification. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, damages, and costs, including any Hazardous spills or claims against Lessor for hazardous or containment spills incurred as a result of Lessee's use, of the property for the purposes described herein except in so far as the claims, damages and costs are caused or contributed to by Lessor's negligence or wrongful conduct or omissions.

7. Termination. Lessee may terminate this Lease at its option by the removal of said structures, equipment, appliances, and appurtenances. Lessor will be notified in writing of termination, and Lessee will vacate the property by April 30, 2009.

8. This Lease shall be governed by the laws of the State of Colorado. Lessor and Lessee hereby agree that the terms of this Lease shall be kept confidential; provided, however, Lessor and Lessee agree that a Memorandum of this Lease shall be executed contemporaneously with the execution and delivery hereof, which Memorandum shall be recorded in the Public Records of Garfield County, Colorado to evidence this Lease.

9. Notice. Any notice or written demand to be given to Lessor or Lessee may be delivered in person, by fax or certified or registered mail, postage prepaid, addressed to the party for whom intended as follows:

EnCana Oil & Gas (USA) Inc.
Attn: S. Piceance Land Negotiator

370 17th Street, Suite 1700
Denver, CO 80202
(303) 623-2300
(303) 623-2400 (fax)

Specialty Restaurants Corporation and
Stockton Restaurant Corporation

Attn: Mr. Toby Guccini
820 Castle Valley Boulevard
New Castle, CO 81647
(970) 984-3720
(970) 984-3721 (fax)

WITH COPY TO:

SPECIALTY RESTAURANTS CORPORATION
8191 E. KAISER BLVD.
ANAHEIM, CA 92808
ATTN: CHAIRMAN
(714) 998-4861 (FAX)

Jor
05/01/08

In Witness Whereof, the parties have executed this Lease on the day and year first written and effective as of the Effective Date.

LESSOR

LESSEE

Specialty Restaurants Corporation
Stockton Restaurant Corporation

EnCana Oil & Gas (USA) Inc.

By *[Signature]*
John G. Guzzi
Title: *CEO*

By *[Signature]*
Ricardo D. Gallegos
Title: Attorney in Fact

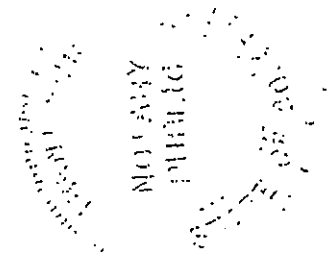
CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me on this 15th day of May, 2008, by Ricardo D. Gallegos as Attorney in Fact of EnCana Oil & Gas (USA) Inc., on behalf of said corporation.

[Signature]
Notary Public in and for said State and County

Residing at : 6683 W. Ida Place #924
Littleton, CO 80123

MY COMMISSION EXPIRES:
My Commission Expires
06/25/2011



STATE OF California)
)ss:
COUNTY OF Orange)

This instrument was acknowledged before me on this 1st day of May
2008, by JOHN G. GAZZI

Lynette M. Kellum
Notary Public in and for said State and County

Residing at : 8191 E. Kaiser Blvd
Anaheim CA 92808

MY COMMISSION EXPIRES:
3-21-10

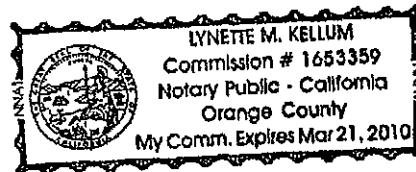
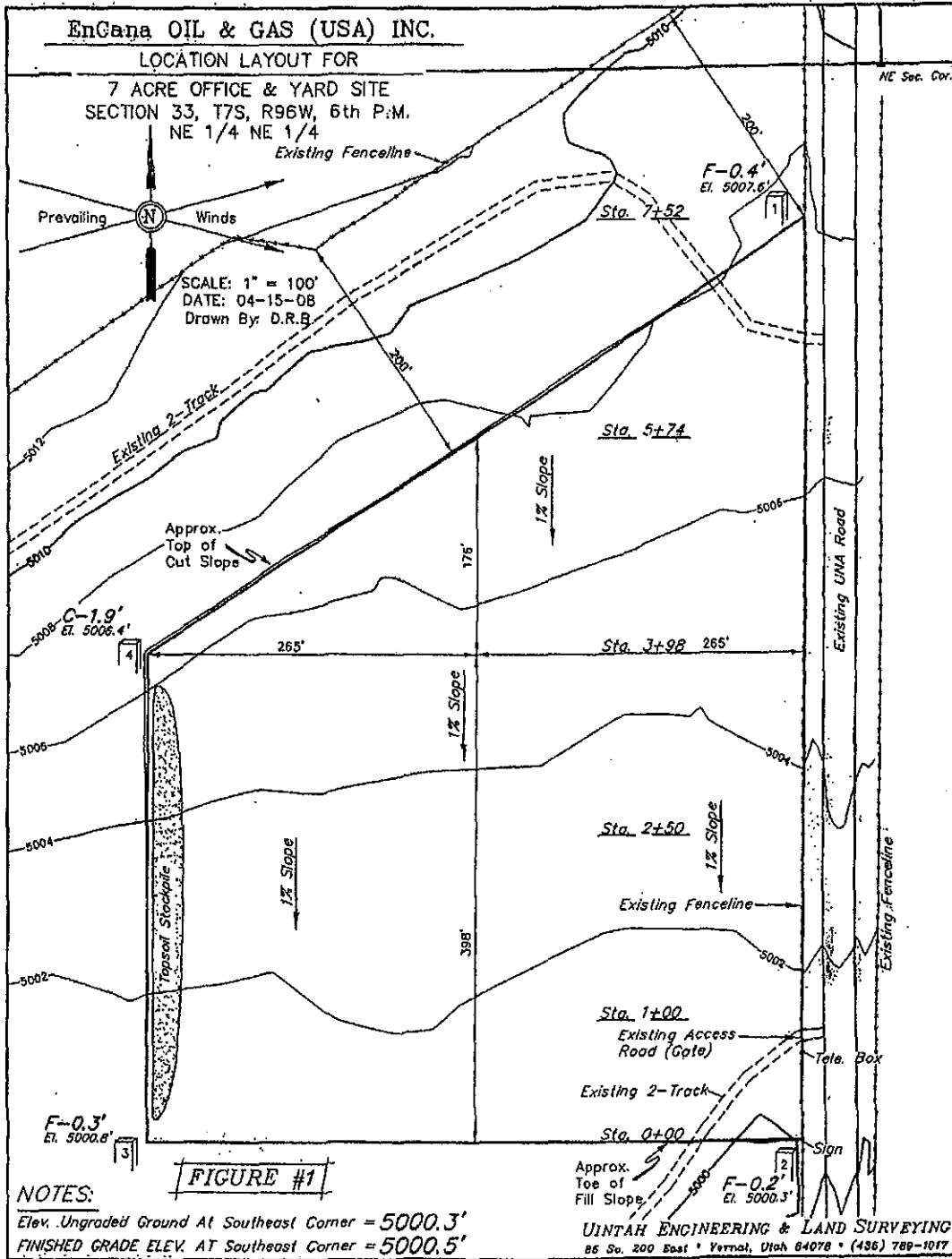


EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Property Lease Agreement by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, as Lessor and EnCana Oil & Gas (USA) Inc., as Lessee.

Township 7 South, Range 96 West of the 6th P.M.
Section 33: NE/4NE/4



for 05/12/08

PROPERTY LEASE AGREEMENT

This Property Lease Agreement ("Lease") is made and entered into this 30th day of April, 2008 (the "Execution Date"), but effective as of May 1, 2008 (the "Effective Date") by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, whose addresses are 8191 E. Kaiser Blvd., Anaheim, CA 92808 hereinafter referred to as ("Lessor") and EnCana Oil & Gas (USA) Inc., whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202, its successors and assigns hereinafter referred to as ("Lessee").

Whereas, EnCana Oil & Gas (USA) Inc. desires to lease property in Garfield County, Colorado, for the purpose of maintaining a temporary construction staging area, pipe off-loading site and pipeline and equipment storage yard. Lessee shall, under the terms of this Lease, have the exclusive right of ingress and egress, and the right to enjoy the exclusive use and occupancy of the property described below. Lessee has the right to assign this Lease or the right to sublease the above described property with Lessor's approval, such approval not to be unreasonably withheld, conditioned, or delayed, at any time for the purpose stated herein. In accordance with the provisions set forth below, *this Lease is contingent upon approval of a Special Use Permit from Garfield County Building and Planning Department*, which the Lessor cannot terminate prior to the termination of the Lease. Lessee will apply for a Special Use Permit within 45 days of the Execution Date. If the Lessee does not apply within 45 days of the Execution Date, this Lease shall terminate upon expiration of the 45-day period. Proof of application shall be forwarded to Lessor before the expiration of the 45 day-period.

Whereas, Lessor warrants that they are the owner of certain real property located in Garfield County ; and

Whereas, Lessor desires to lease property to EnCana Oil & Gas (USA) Inc. for the purpose described above;

Therefore, in consideration of the promises and mutual covenants and conditions set forth below, the parties agree as follows:

1. Purpose. Lessor agrees to lease to Lessee a parcel of land located in Township 8 South, Range 96 West, part of Sections 5 and 6, as described on the attached Exhibit A, in Garfield County, Colorado (the "Leased Property"), as a temporary construction staging area, pipe off-loading site and pipeline and equipment storage yard, however there will be no hazardous material storage.
2. Term. The term of this Lease shall be for a 12 month period, beginning May 1, 2008 continuing through April 30, 2009 with the unrestricted option of the Lessee to continue to lease the Leased Property thereafter, for an additional one year period, if it is necessary for said construction staging, pipe and / or equipment to be maintained thereon.
3. Consideration. The consideration for the 12 month lease is _____, paid at the time of approval of the Special Use Permit and with the Lessor to receive a copy of the Special Use Permit. No work shall be performed such as fencing, gravel, or installation of roadways, and no occupancy of the yard shall occur, until the Special Use Permit is approved. The consideration to extend the Lease for an additional one year period is \$100,000.00 payable 30 days prior to the

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beginning of the second year. The Lessee will provide the Lessor a copy of a Liability Policy (Binder) for the yard and be named as additional insured.

4. Fence. Lessee shall construct a four wire barbed fence around the perimeter of the Leased Property at or before such time as the activity at such property requires that gates be left open. Upon completion of the term of the Lease, Lessee shall leave the fence in place and said fence shall become the property of Lessor. Lessee is granted the option to add or widen approaches or gates as Lessee deems necessary. Lessee acknowledges that the Lessor has a cattle lease on the 5 - Mile Ranch, and Lessee at the Lessee's option may install cattle guards at the gates to keep cattle out of the leased acreage. Lessee can remove and keep such cattle guards upon vacating the Leased Property.
5. Restoration of Property. Lessee agrees that upon completion of its construction activities, the portion of the property disturbed from Lessee's activities and covered with gravel, will not be reclaimed and reseeded with native grasses in accordance with Federal Energy Regulatory Commission regulations and local Soil Conservation Service recommendations, per Lessor's request.

Lessee may have the option to gravel all or part of the property. Upon completion and termination of the Lease, gravel will not be removed, per Lessor's request, and that portion of the property, then will not be reclaimed.
6. Indemnification. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, damages, and costs, including any Hazardous spills or claims against Lessor for hazardous or containment spills incurred as a result of Lessee's use, of the property for the purposes described herein except in so far as the claims, damages and costs are caused or contributed to by Lessor's negligence or wrongful conduct or omissions.
7. Termination. Lessee may terminate this Lease at its option by the removal of said structures, equipment, appliances, and appurtenances. Lessor will be notified in writing of termination, and Lessee will vacate the property by April 30, 2009 or by April 30, 2010 if the Lessee elects to renew the Lease for that additional year.
8. This Lease shall be governed by the laws of the State of Colorado. Lessor and Lessee hereby agree that the terms of this Lease shall be kept confidential; provided, however, Lessor and Lessee agree that a Memorandum of this Lease shall be executed contemporaneously with the execution and delivery hereof, which Memorandum shall be recorded in the Public Records of Garfield County, Colorado to evidence this Lease.

for
05/01/08

9. Notice. Any notice or written demand to be given to Lessor or Lessee may be delivered in person, by fax or certified or registered mail, postage prepaid, addressed to the party for whom intended as follows:

EnCana Oil & Gas (USA) Inc.
Attn: S. Piceance Land Negotiator

370 17th Street, Suite 1700
Denver, CO 80202
(303) 623-2300
(303) 623-2400 (fax)

Specialty Restaurants Corporation and
Stockton Restaurant Corporation
Attn: Mr. Toby Guccini
820 Castle Valley Boulevard
New Castle, CO 81647
(970) 984-3720
(970) 984-3721 (fax)

WITH COPY TO: *

In Witness Whereof, the parties have executed this Lease on the day and year first written and effective as of the Effective Date.

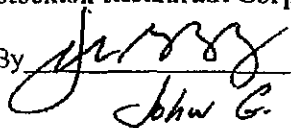
LESSOR

LESSEE

Specialty Restaurants Corporation
Stockton Restaurant Corporation

EnCana Oil & Gas (USA) Inc.

By


John G. Chuzer

By


Ricardo D. Gallegos

Title:

CO

Title: Attorney in Fact

CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me on this 15th day of May, 2008, by Ricardo D. Gallegos as Attorney in Fact of EnCana Oil & Gas (USA) Inc., on behalf of said corporation.

Denver, CO
Notary Public in and for said State and County

Residing at: 6683 W. Ida Place #924
Littleton, CO 80123

MY COMMISSION EXPIRES:

My Commission Expires

06/26/2011

* SPECIALTY RESTAURANTS CORP.
8191 E. KAISER BLVD.
ANAHEIM, CA 92808
ATTN: CHAIRMAN
(714) 998-4861 (FAX)

STATE OF California)
)ss:
COUNTY OF Orange)

This instrument was acknowledged before me on this 1st day of May
2008, by JOHN G GUZZI

Lynette M. Kellum
Notary Public in and for said State and County

Residing at: 8191 E. Kaiser
Anaheim CA 92808

MY COMMISSION EXPIRES:
3-21-10

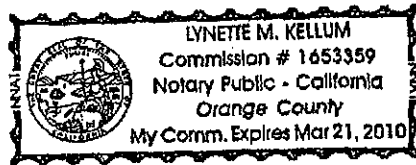
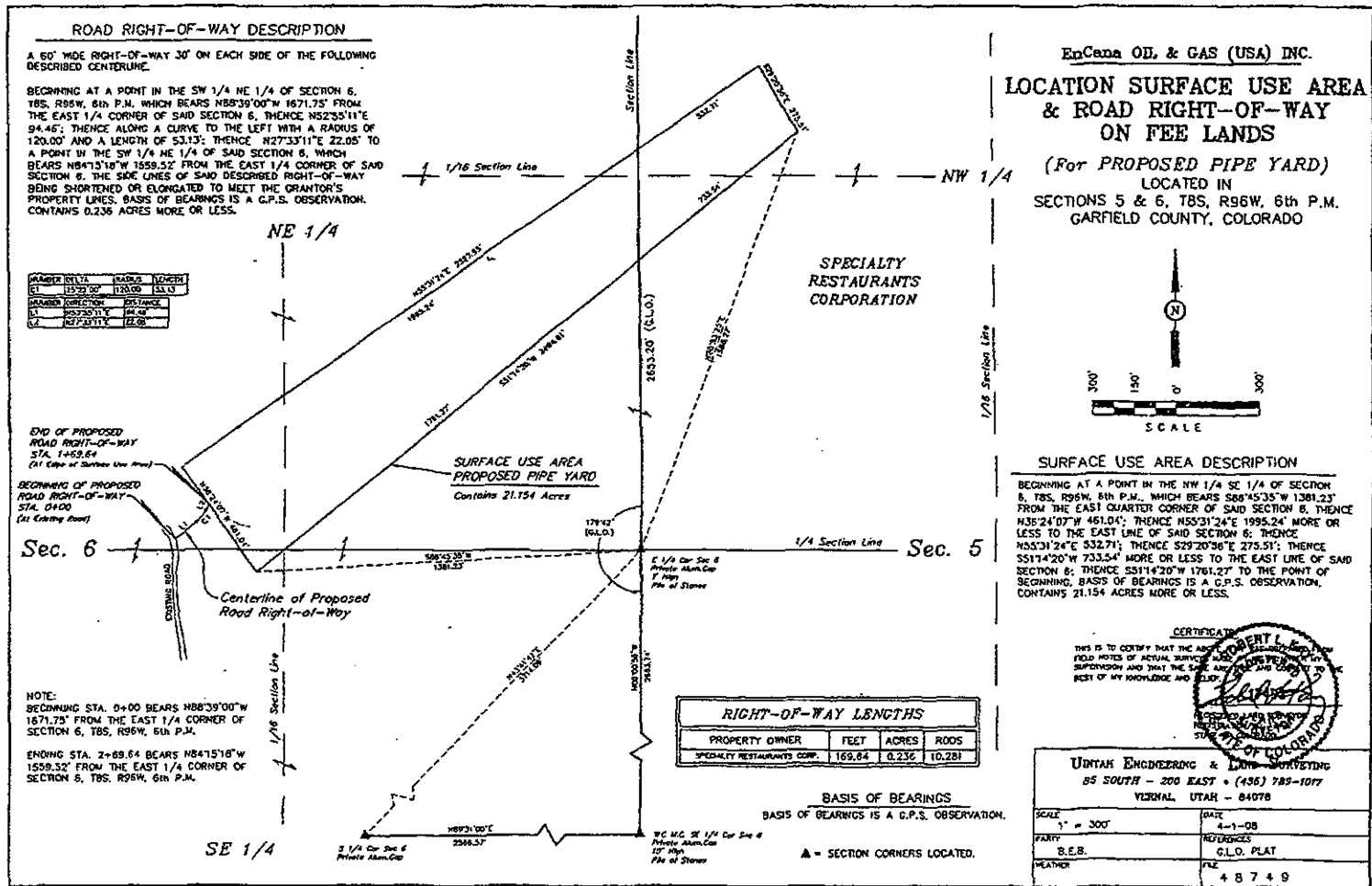


EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Property Lease Agreement by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, as Lessor and EnCana Oil & Gas (USA) Inc., as Lessee.

Township 8 South, Range 96 West of the 6th P.M.
Part of Sections 5 and 6



891050
200

EXECUTION COPY

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("*Assignment*") is made and entered into this 21st day of July, 2008 (the "*Effective Date*") by and between EnCana Oil & Gas (USA) Inc., a Delaware corporation ("*Assignor*"), and Enterprise Gas Processing, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor has acquired certain easements, has applied for various permits and rights-of-way, and has ordered pipe in anticipation of the construction of a natural gas gathering system which will consist of, among other assets, the following: (i) an approximately 22-mile, 24-inch diameter, high-pressure pipeline to be built from the Anderson Gulch area, which is located in Section 31, Township 9 South, Range 95 West, Mesa County, Colorado, to an interconnect with Assignor's Great Divide Gathering System located in Section 34, Township 7 South, Range 96 West, Garfield County, Colorado (the "*Collbran Valley Gathering System*"); and, (ii) approximately 63,000 feet of 24-inch diameter, high-pressure pipeline to be built in Mesa County, Colorado and which will be connected to the Collbran Valley Gathering System (collectively, the "*Gathering Systems*"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to assume, Assignor's right, title and interest in the Assets (as defined in this Assignment) in order to construct the Gathering Systems.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby GRANT, SELL, ASSIGN, CONVEY and TRANSFER to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "*Assets*"):

(a) All rights-of-way, other real property rights, licenses and permits relating to the Gathering Systems, which rights-of-way, other real property rights, licenses and permits are described in Exhibit A attached hereto;

(b) All contracts and agreements, purchase orders and leases solely relating to the Gathering Systems, which contracts, agreements, purchase orders and leases are described in Exhibit B attached hereto;

(c) All pipe, compressors, equipment, valves and other materials exclusively relating to the Gathering Systems, including assets currently installed at the Mamm Creek Conditioning Facility and other locations, which pipe, compressors, equipment, valves, other materials and assets are described in Exhibit C attached hereto;

(d) All planning and construction records relating to the Gathering Systems;

(e) All warranties and guarantees of the manufacturers or suppliers of the foregoing described Assets and the warranties and guarantees of subcontractors, consultants, and service providers relating to or made in connection with the foregoing described Assets (the "*Assigned Warranties*"); and

(f) All other right, title and interest of Assignor exclusively relating to the Gathering Systems.

TO HAVE AND TO HOLD the Assets unto Assignee forever.

2. Special Warranty. Assignor hereby binds itself and its successors and assigns to warrant and forever defend the title to the Assets unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise. Assignee shall be and is hereby subrogated to all covenants and warranties of title by parties (other than Assignor) heretofore given or made to Assignor or its predecessors in title in respect of any of the Assets.

3. Assumption and Indemnification. Assignee accepts this Assignment and the Assets conveyed hereby and assumes and agrees to perform all of Assignor's obligations accruing thereunder from and after the Effective Date. In addition, if any sales, use or other transfer tax is due or owing or assessed against either Assignor or Assignee by reason of this Assignment, then such transfer tax shall be paid by Assignee. Assignee agrees to indemnify and hold Assignor harmless from and against any and all claims, demands and causes of action of any kind and all losses, damages, liabilities, costs and expenses of whatever nature (including court costs and reasonable attorneys' fees) arising out of or relating to the Assets from and after the Effective Date; provided, however, the foregoing indemnity shall be subject to, and shall in no way modify or affect, the indemnification obligations between Assignor and Assignee contained in the Gathering Agreement (hereinafter defined). Assignor agrees to indemnify and hold Assignee harmless from and against any and all claims, demands and causes of action of any kind and all losses, damages, liabilities, costs and expenses of whatever nature (including court costs and reasonable attorneys' fees) arising out of or relating to the Assets prior to the Effective Date.

4. Disclaimer. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE GATHERING AGREEMENT, ASSIGNOR HEREBY (a) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (i) THE CONDITION (INCLUDING ENVIRONMENTAL CONDITION) OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), (ii) ASSIGNEE'S ABILITY TO ASSUME OPERATIONS OF THE ASSETS, (iii) THE COMPLETENESS OF THE ASSETS IN ORDER TO CONSTRUCT, OWN AND OPERATE THE GATHERING SYSTEMS, AND (iv) ANY FILES, RECORDS, INFORMATION OR DATA FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND (b) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND

ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS SHALL BE CONVEYED "AS IS, WHERE IS" IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

5. Remaining Assets. Without limiting the provisions of Section 4 of this Assignment, Assignee acknowledges and understands that Assignor has not acquired all of assets necessary to construct, own and operate the Gathering Systems, including, without limitation, the following (collectively, the "*Remaining Assets*"): (i) right-of-way grant from the United States Department of Interior, Bureau of Land Management ("*BLM ROW*"), (ii) pipeline development permit from Garfield County, Colorado (the "*Garfield County Permit*"), (iii) a surface lease for compression facilities at a site in or near Section 31, Township 91 South, Range 95 West, Mesa County, Colorado (the "*Hayes Mesa Compressor Station Site Lease*"), and (iv) certain easements in fee; provided, however, Assignor has (x) applied for, but has not received, the BLM ROW and the Garfield County Permit as of the Effective Date and (y) entered into negotiations for the Hayes Mesa Compressor Station Site Lease. Assignor and Assignee acknowledge and understand that it shall be the sole and exclusive obligation of Gatherer to acquire the Remaining Assets; provided, however, (a) Assignor shall provide personnel and other resources as may be reasonably requested by Assignee and as may be reasonably available to assist Assignee with the transition of ownership of the Assets and the completion of construction of the Gathering Systems and (b) if Assignor obtains the BLM ROW, the Garfield County Permit and/or the Hayes Mesa Compressor Station Site Lease, then Assignor shall assign the same to Assignee pursuant to an Assignment, Conveyance and Bill of Sale substantially the same as this Assignment. Assignor and Assignee agree (i) that prior to commencing construction of the Gathering Systems on real property owned by the Colohan Family Trust, Assignee shall first notify Assignor, (ii) to coordinate to allow a representative of Assignor and the Colohan Family Trust to be present during all construction activities on property owned by the Colohan Family Trust, (iii) to cooperate in good faith to address any concerns of the Colohan Family Trust to the extent reasonably possible, and (iv) that Assignee shall allow a representative of Assignor to be involved in the direction and control of construction activities on the Colohan Family Trust property to the extent reasonably possible and consistent with Assignee's necessity to control the methods, means and timing related to the construction of the Gathering Systems.

6. Successors and Assigns. This Assignment shall be binding upon Assignee, its successors and assigns and shall run with the real property interests included in the Assets. All references herein to Assignor and Assignee shall include their respective successors and assigns. As used herein, "including" and its variants mean "including but not limited to" or "including without limitation" and appropriate variations thereof.

7. Conflict. This Assignment is subject to the terms and conditions of that certain First Amended and Restated Gas Gathering Agreement by and between Assignor, as "Shipper," and Assignee, as "Gatherer," entered into as of July 21, 2008, but effective as of December 28, 2006 (the "*Gathering Agreement*"). In the event of a conflict between this Assignment and the Gathering Agreement, the terms and conditions of the Gathering Agreement shall control.

8. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Colorado, without giving effect to principles thereof

relating to conflicts of law rules that would direct the application of the laws of another jurisdiction.

9. Further Assurances. Assignor agrees to execute and deliver to Assignee all such other additional instruments, notices, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, sell, assign, convey and transfer to Assignee all of Assignor's right, title and interest in and to the Assets and to enforce the Assigned Warranties.

10. Counterparts. This Assignment may be executed in any number of counterparts and each of such counterparts shall together constitute but one and the same Assignment.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

ENCANA OIL & GAS (USA) INC.,
a Delaware corporation

By: [Signature]
Name: Dean V. Purcell
Title: Vice President

ASSIGNEE:

ENTERPRISE GAS PROCESSING, LLC,
a Delaware limited liability company

By: [Signature]
Name: Bill Ruffalo
Title: Vice President

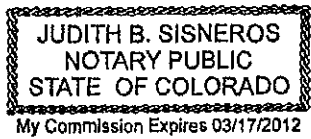
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of July, 2008 by Dean V. Purcell, as Vice-President of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: _____

[Signature]
Notary Public



STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21st day of July, 2008 by Gil Redtke as Sr. Vice-President of Enterprise Gas Processing, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: _____

Judith B. Sisneros
Notary Public

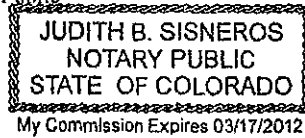


Exhibit A

RIGHTS-OF-WAY, REAL PROPERTY RIGHTS & PERMITS

NOTE: ONLY A PORTION OF THE FOLLOWING RIGHTS-OF-WAY ARE ASSIGNED, AS FURTHER DESCRIBED BELOW:

	LESSOR / LEASE NAME	DOCUMENT	EFF. DATE	COUNTY	BOOK	PAGE	ENTRY	LEGAL DESCRIPTION OF ENTIRE RIGHT-OF-WAY	DESCRIPTION OF RIGHT-OF-WAY BEING ASSIGNED	CONSENT TO ASSIGN REQUIRED?	COMMENTS
1	Ben E. Nichols Living Trust	Right-of-Way Easement Agreement	1/19/08	Mesa	4640	363	2433040	Sec. 31 SW, T9S, R95W, 6 TH PM.	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
2	Raymond G. Bailey and Amanda J. Bailey	Right-of-Way Easement Agreement	1/17/08	Mesa	4367	103	2367107	Sec. 31 lot 2, T9S, R95W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
3	Ben E. Nichols Living Trust and Lois M. Nichols Living Trust	Right-of-Way Easement Agreement	1/19/08	Mesa	BK 4640	PG 369	2433041	Sec. 36 E2, Sec. 35 N2, Sec. 26 SWSW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to	No	

									Right-of-Way Easement Agreement		
4	Hayward Ranch LLC	Right-of-Way Easement Agreement	1/17/08	Mesa	4640	312	2433037	Sec. 36 E2, Sec. 35 N2, Sec. 26 SWSW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
5	Richard V. Stewart	Right-of-Way Easement Agreement	2/6/08	Mesa	4640	397	2433045	Sec. 36 lots 4 and 5 NW4, N2SW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
6	Melanie Andrea Borin	Right-of-Way Easement Agreement	3/5/2008	Mesa	4640	384	2433043	Sec. 36 lots 4 and 5 NW4, N2SW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
7	Sheila K. Brown	Right-of-Way Easement Agreement	2/5/08	Mesa	4640	350	2433038	Sec. 36 lots 4 and 5 NW4, N2SW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to	No	

									Right-of-Way Easement Agreement		
8	Linda Suzanne Castiglione and Donald Richard Bowlus	Right-of-Way Easement Agreement	3/14/08	Mesa	4640	356	2433039	Sec. 36 lots 4 and 5 NW4, N2SW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
9	Suzanne Economou and George Economou	Right-of-Way Easement Agreement	2/22/08	Mesa	BK 4640	PG 331	2433035	Sec. 36 lots 4 and 5 NW4, N2SW, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
10	Jon W. Seriani, Jon F. Seriani, Jack Seriani, Mike Seriani, Dennis Mayer and Chuck Mayer	Right-of-Way Easement Agreement	2/11/08	Mesa	4640	377	2433042	Sec. 29 lots 3 and 4, Mountain Meadows Subdivision, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
11	Kurt Streweler and Amber Streweler	Right-of-Way Easement Agreement	3/10/08	Mesa	BK 4640	PG 325	2433034	Sec. 29 lot 7, Mountain Meadows Subdivision, T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to	No	

									Right-of-Way Easement Agreement		
12	John Richard Latham, Margaret K. Latham, Julia Anne Cox, and Thomas A. Cox	Right-of-Way Easement Agreement	3/31/08	Mesa	BK 4640	PG 176	2432988	Sec. 19 lots 11 and 12, Sec. 30 lots 1, 2, 5, 6, 7, and 8, Sec. 24 NW4, NENE T9S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
13	Richard and Sally Loudin Revocable Inter Vivos Trust	Right-of-Way Easement Agreement	2/4/08	Mesa	BK 4640	PG 336	2433036	Sec. 13 SESE, E2SWSE, S3/4NFSF, S3/4E2NWSE and Sec. 24 N4NENE, N2NENWNE T9S, R97W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	
14	Steven W. Keinath and Sherry L. Keinath	Master Surface Use Agreement, Amendment to Master Surface Use Agreement, Second Amendment to Master Surface Use Agreement	Memorandum of Surface Use Agreement effective 9/1/04; Amendment to Master Surface Use Agreement effective 3/15/07; Second Amendment effective 3/1/08	Mesa, Garfield	Mesa: BK 3875 Garfield: BK 1669	Mesa: PG 153-55 Garfield: PG 356	Mesa: 2248155 Garfield: 669999	Sec. 33 T7S, R96W, 6 TH PM and Sec. 4, 5, 7, 8, 9, 16, 17 and 18 T8S, R96W, 6 TH PM	Partial Assignment of Master Surface Use Agreement, as amended, with respect to all rights and obligations relating to construction of the Collbran Pipeline (as such term is defined therein)	No	Confidentiality provision applies to amount of consideration. Article XIX provides, "Disclosure to successors in interest to the parties...is authorized after notice to the other party."

15	Colohan Family Trust	Right-of-Way Easement Agreement	4/18/08	Garfield	N/A	N/A	N/A	Sec. 3 W2NW, Sec. 4 SENE T8S, R96W, 6 TH PM and Sec. 34 W2SW T7S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	Not yet recorded.
16	Ronald E. Tipping, Marie E. Tipping, Rodney C. Power, and William R. Patterson	Right-of-Way Easement Agreement	2/18/08	Garfield	BK 4640	PG 184	2432989	A tract of land situated in Sec. 27 SESW, Sec. 33 SENE, and Sec. 34 NWSW, NW4, T7S, R96W, 6 TH PM	7.5' on either side of the centerline as described in construction plans and shown on Exhibit A to Right-of-Way Easement Agreement	No	

NOTE: THE FOLLOWING RIGHT-OF-WAY IS ASSIGNED IN ITS ENTIRETY:

	LESSOR / LEASE NAME	DOCUMENT	EFF. DATE	COUNTY	BOOK	PAGE	ENTRY	LEGAL DESCRIPTION OF ENTIRE RIGHT-OF-WAY	DESCRIPTION OF RIGHT-OF-WAY BEING ASSIGNED	CONSENT TO ASSIGN REQUIRED?	COMMENTS
1	Bureau of Land Management (Grand Junction Field Office)	Pipeline right-of-way grant	N/A	N/A	N/A	N/A	N/A	Lands as generally described below: Sections 4, 8, 9, 17, 16, 20, 21, 31, 32 T8S, R96W, 6 TH PM Section 6, T9S, R96W, 6 TH PM	Entire right-of-way	Yes	Permit application pending.

								Sections 12, 13 T9S, R97W, 6 TH PM			
								Sections 19, 27 28, 29, 30 T9S, R96W, 6 TH PM			

PERMITS

FEDERAL PERMITS

	Type of Permit	Issued By	Purpose Application	Permit No.	Approval/ Issuance Date	Expiration Date	Comments	Consent to assign required?
1	Nationwide Permit 12 Pre-Construction Notification	Department of Defense - Sacramento District Army Corps of Engineers (Grand Junction, Colorado)	Work in navigable U.S. waters or discharge, dredge or fill material in U.S., including wetlands (construction of drainage crossings)				Approved.	Yes
2	Right-of-Way Grant	Bureau of Land Management (Grand Junction Field Office)	Pipeline right-of-way grant				Permit application pending. Lands as generally described below: Sections 4, 8, 9, 17, 16, 20, 21, 31, 32 T8S, R96W, 6 TH PM Section 6, T9S, R96W, 6 TH PM Sections 12, 13 T9S, R97W, 6 TH PM Sections 19, 27 28, 29, 30 T9S, R96W, 6 TH PM	Yes

	Type of Permit	Issued By	Purpose / Application	Permit No.	Approval/ Issuance Date	Expiration Date	Comments	Consent to assign required?
3	Special Use Permit	Forest Service (White River Office)	Installation of pipeline				Permit application pending. Lands as generally described below: Section 7, T9S, R96W, 6 TH 1 ST M	Yes
4	Temporary Use Permit	Forest Service (White River Office)	Use of roads across Forest Service lands				Permit application pending. Access across Mesa County V Road (Note: County only has historical access.)	Yes

STATE PERMITS

	Type of Permit	Issued By	Purpose / Application	Permit No.	Approval/ Issuance Date	Expiration Date	Comments	Consent to assign required?
1	Utility Installation	Colorado Department of Transportation	Installation of natural gas pipeline (US Highway 6)				Permit application pending.	Yes
2	Minimal Industrial Discharge Permit	Colorado Department of Public Health and Environment, Water Quality Control Division	Discharge of hydrostatic test water and trench dewatering				Permit application pending.	Yes
3	Construction Stormwater Permit	Colorado Department of Public Health and Environment, Water Quality Control Division	Discharge of stormwater from construction site	COR-03D552	04/08/08	06/30/12	Approved.	Yes
4	Construction Emissions Permit	Colorado Department of Public Health and	Construction of land development projects greater than	08ME0147L	03/19/08	02/15/09	Approved.	Yes

		Environment, Air Pollution Control Division	25 acres					
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LOCAL PERMITS

	Type of Permit	Issued By	Purpose Application /	Permit No.	Approval/ Issuance Date	Expiration Date	Comments	Consent to assign required?
1	Garfield County Pipeline Development Plan Administrative Permit	Building and Planning Department, Garfield County, Colorado	Construction of pipeline (pipeline development plan)				Permit application pending.	Yes
2	Garfield County Utilities Installation Permit for Installation of Utilities in Public Right-of-Ways	Road and Bridge Department, Garfield County	Installation for natural gas pipeline (County Road 300)				Permit application pending.	Yes
3	Garfield County Utilities Installation Permit for Installation of Utilities in Public Right-of-Ways	Road and Bridge Department, Garfield County	Installation of natural gas pipeline (old Una Bridge)				Permit application pending.	Yes
4	Mesa County Underground and Utilities Permit for Installation of Utilities in Public Right-of-Ways	Division of Design and Engineering, Mesa County	Installation for natural gas pipeline (County V Road)				Permit application pending.	Yes

OTHER PERMITS

	Type of Permit	Issued By	Purpose Application /	Permit No.	Approval/ Issuance Date	Expiration Date	Comments	Consent to assign required?
1	Union Pacific Railroad Encroachment Permit	Union Pacific Rail Road	Installation of natural gas pipeline				Permit application pending.	Yes
2	Construction Permit	Colorado Department of Public Health and Environment, Air Pollution Control Division	Portable natural gas compressor engine, referred to as EnCana CE-P13, homebased at 2717 County Road 215, Parachute, Colorado	05PO0078	6-21-2007			Yes
3	Construction Permit	Colorado Department of Public Health and Environment, Air Pollution Control Division	Portable natural gas compression package, homebased at 2717 County Road 215, Suite 1000, Parachute, Colorado	05PO0936	2-16-2007			Yes
4	Construction Permit	Colorado Department of Public Health and Environment, Air Pollution Control Division	Portable natural gas compressor engine, referred to as EnCana CE-P15, homebased at 792 Buckhorn Drive, Rifle, Colorado	05PO0080	3-31-2005			Yes

Exhibit B
Contracts and Agreements

I. Purchase Orders

	Purchase Order Number	Date
1	08101684-01-001	1/31/08
2	08101684-01-001C/01	4/22/08
3	08101684-01-001C/02	5/19/08
4	08101684-01A-001	4/22/08
5	08101684-02-001C/O1	4/22/08
6	08101684-02A-001	4/22/08
7	08101684-03-001	4/22/08
8	08101684-04-001	4/22/08
9	08101684-05-001	4/22/08
10	08101684-06-001	4/22/08
11	08101684-07-001	4/22/08
12	08101684-07-001CO1	6/17/08
13	08101684-08-001	4/22/08
14	08101684-08-001CO1	6/17/08
15	08101684-09-001	4/22/08
16	08101684-10-001	4/22/08
17	08101684-11-001	4/22/08
18	08101684-11-001-CO1	6/17/08
19	08101684-12-001	4/22/08
20	08101684-12-001CO1	6/17/04
21	08101684-13-001	4/22/08
22	08101684-14-001	4/22/08
23	08101684-15-001	4/22/08
24	08101684-15-001CO1	6/17/08
25	08101684-16-001	4/22/08
26	0810168417-001	4/22/08
27	08101684-17-001CO1	6/17/08
28	08101684-18-001	4/22/08
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33	08101684-23-001	4/22/08
34	08101684-24-001	4/22/08
35	08101684-25-001	4/22/08
36	08101684-26-001	4/22/04
37	08101684-27-001	4/22/08
38	08101684-28-001	4/22/08
39	08101684-29-001	4/22/08

40	08101684-31-001	4/22/08
41	08101684-31B-001	4/22/08
42	08101684-32-001	4/22/08
43	08101684-33-001	4/22/08
44	08101684-34-001	4/22/08
45	08101684-36-001	4/28/04
46	08101684-37-001	4/28/08
47	08101684-37-001CO1	6/19/08
48	08101684-38-001	5/21/08
49	08101684-39-001	5/19/08
50	08101684-41-001	Not dated
51	08101684-42-001	5/19/08
52	08101684-43-001	5/21/08
53	08101684-44-001	5/29/08
54	08101684-46-001	5/21/08
55	08101684-46-001CO1	6/19/08
56	08101684-47-001	6/17/08
57	08101684-ColoWyo	5/29/08
58	08101684-Hogue	5/29/08

II. Other Agreements

1. Surface Access Agreement dated July 1, 2008 by and between Colowyo Coal Company, L.P. and EnCana Oil & Gas (USA) Inc.
2. Lease Of Property dated April 23, 2008 by and between John and Danita Hogue, as Lessor, and EnCana Oil & Gas (USA) Inc., as Lessee
3. Letter of Authorization dated May 1, 2008 from Specialty Restaurant Corporation and Stockton Restaurant Corporation
4. Property Lease Agreement dated effective May 1, 2008 by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, as Lessor, and EnCana Oil & Gas (USA) Inc., as Lessee
5. Letter of Authorization dated May 1, 2008 from Specialty Restaurant Corporation and Stockton Restaurant Corporation
6. Property Lease Agreement dated effective May 1, 2008 by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, as Lessor, and EnCana Oil & Gas (USA) Inc., as Lessee
7. Sales Order by and between EnCana Oil & Gas (USA) Inc. and American Cast Iron Pipe Company, as amended

8. Schedule "A" dated July 24, 2006 by and between EnCana Oil & Gas (USA) Inc. and Universal Compression Inc. relating to Application #112190 and Quote #0620602BRB attached to Master Compression Services Agreement dated January 1, 2006 by and between EnCana Oil & Gas (USA) Inc. and Universal Compression Inc.

9. Schedule "A" dated July 24, 2006 by and between EnCana Oil & Gas (USA) Inc. and Universal Compression Inc. relating to Application #112191 and Quote #0620603BRB attached to Master Compression Services Agreement dated January 1, 2006 by and between EnCana Oil & Gas (USA) Inc. and Universal Compression Inc.

10. Work Order dated March 11, 2008 by and between EnCana Oil & Gas (USA) Inc. and Exterran, Inc. relating to Opportunity #80176 and Unit #312244 attached to Master Rental and Service Agreement dated February 1, 2007 by and between EnCana Oil & Gas (USA) Inc. and Hanover Compression Limited Partnership

Exhibit C
Equipment and Materials

1. 121,440 feet of 24" OD x 0.500" wall API5L Gr. X-70 PSL 2 HF-ERW, 14 mils FBE coated, PEBW pipe per EnCana Purchase Order number 8USSPDA-08-001.
2. 63,000 feet of 24" OD x 0.438" wall API5L Gr. X-70 PSL 2 HF-ERW, 14 mils FBE coated, PEBW pipe per EnCana Purchase Order number 8USSPDA-08-002 as amended.
3. The Inlet condensate stabilization system and associated equipment denoted on Dwg. No. 2012210-00-01 of the Mamm Creek Conditioning Facility.
4. Hot Oil Heater and pump system as denoted on Dwg No. 2012210-00-020 and Dwg. No. 2012210-00-021 of the Mamm Creek Conditioning Facility.
5. Engineering and design work products:
 1. Hayes Mesa plot plan / design work to date
 2. Pipeline Surveys or alignments sheets partially or fully completed to date.

SPECIALTY RESTAURANTS CORPORATION




December 11, 2008

Enterprise Gas Processing, LLC
a Delaware limited Liability Company

Specialty Restaurants Corporation/ Stockton Restaurant Corporation is aware that EnCana Oil and Gas (USA) Inc., and Enterprise Gas Processing have consummated an agreement and acquired certain permits and leases that have implications for Specialty Restaurants Corp.

Specialty Restaurants Corp/SRC is in agreement and acknowledges that EnCana has assigned Two (2) leases to Enterprise Gas. Specialty Restaurant Corp/SRC Leases are now approved for assignment to Enterprise Gas and are as follows:

1. Seven (7) acre, vacant land lease that started on April 30, 2008 and expires on May 1, 2009. This lease has no renewal clause or option clause, this lease will expire on May 1, 2009 and all equipment and belongings of Lessee shall be removed from the property by no later than May 1, 2009. *Specialty Restaurant Corp/SRC shall consider extending this lease as per conversations with Tony Guccini-Representative for SRC, under these general terms set forth to be approved by both parties. Consideration of extending this lease will be for a Term of 6-months starting on May 1, 2009 and ending on October 31, 2009 and a one time rental payment of _____ payable to Specialty Restaurants/SRC upon signing of an Amendment to the original lease accepted by all.*
2. Twenty-one (21) acre, vacant land lease that started on April 30, 2008 and expires May 1, 2009 with the Option to re-new this lease for another 1-year term. Lessee must make payment of _____ to Specialty Restaurants Corp/SRC, 30 days prior to the expiration date of the lease.

 12/11/08
Specialty Restaurants Corporation
Stockton Restaurant Corporation *PRESIDENT*

January 12, 2009

Specialty Restaurants Corporation
8191 East Kaiser Blvd
Anaheim, CA 92808
(Lessor)

and

Enterprise Gas Processing, LLC
2727 North Loop West
Houston, TX 77008
A Delaware limited Liability Company

(Lessee)

Specialty Restaurants Corporation by accepting payment in the amount of _____ has acknowledged that Enterprise Gas Processing, LLC has accepted assignment of the two (2) leases dated April 30, 2008 for a 7 acres vacant land parcel and a 21 acre vacant land parcel that were leased to EnCana Oil and Gas (USA) Inc. Enterprise Gas and Processing shall abide by all terms of such leases.

Lease dated April 30, 2008 (7 acres) shall be extended and have an expiration date of October 31, 2009.

Lease dated April 30, 2008 (21 acres) shall have a new expiration date of May 1, 2010.


Specialty Restaurants Corporation

AGENT/REP SPECIALTY RESTAURANTS CORP
1/12/09

May 27, 2009

RE: 7 acre (vacant Land Lease) known as a Contractor Yard located in:
Township 7 South, Range 96 of the 6th P.M., Sec. 33: NE1/4, NE1/4
Also known as the 5-Mile Ranch as per lease dated April 30, 2008
See Attached Exhibit "A"
Tenant: Enterprise Gas Processing
Landlord: Specialty Restaurants Corporation
Lease to April 30, 2010.

EnCana Oil and Gas (USA) Inc. assigned Enterprise Gas Processing, LLC the above captioned lease and on January 12, 2009 Specialty Restaurants Corporation approved Enterprise Gas Processing as the Tenant. On January 12, 2009 Specialty Restaurants Corporation also approved Enterprise Gas Processing request to extending the term of the lease for a 6-month period to October 31, 2009.

On May 27, 2009 Enterprise Gas Processing requested an additional extension of the 7-acre yard. This letter approves Enterprise Gas Processing's request to extend 7 acre yard for an additional 6-month extension of lease on 7 acre lease, making the NEW expiration date May 1, 2010.



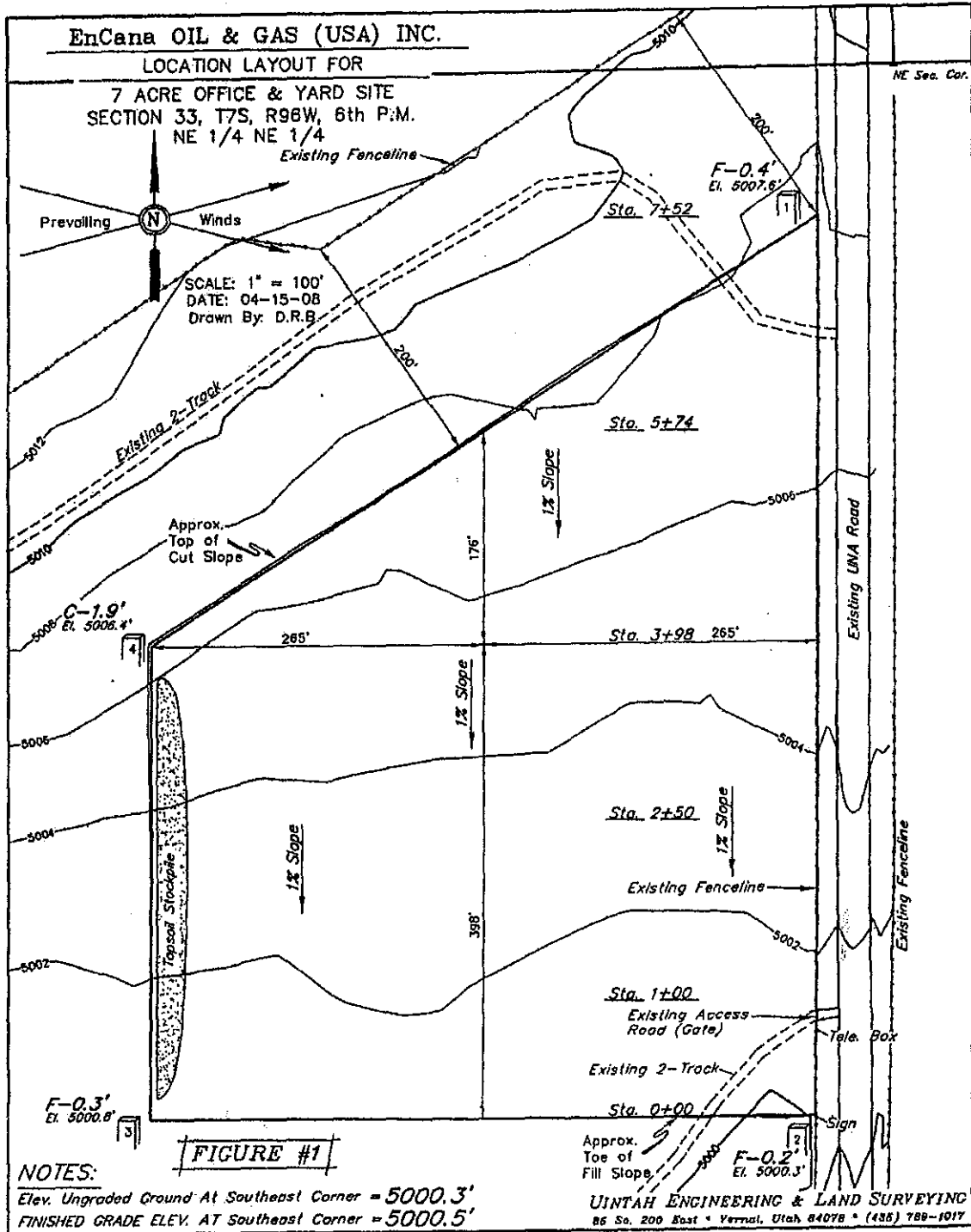
6/2/09

Dennis Stahl-V.P.
Specialty Restaurants Corporation
Stockton Restaurants Corporation
Toby J. Guccini Agent/Rep for SRC Corporations

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Property Lease Agreement by and between Specialty Restaurants Corporation and Stockton Restaurant Corporation, as Lessor and EnCana Oil & Gas (USA) Inc., as Lessee.

Township 7 South, Range 96 West of the 6th P.M.
Section 33: NE/4NE/4



DRB
05/12/08



Reception#: 770716
07/02/2009 03:19:23 PM Jean Alberico
1 of 2 Rec Fee:\$11.00 Doc Fee:0.00 GARFIELD COUNTY CO

SPECIALTY RESTAURANTS CORPORATION



June 29, 2009

To: Garfield County, CO

Re: Authorization of Toby Guccini

Dear Garfield County:

This letter is to confirm and verify that Toby J. Guccini is the registered agent of record in Colorado for Raley Ranch Project, LLC and Rew Ranch Project, LLC and is authorized to act as our representative and sign documents on our behalf relating to planning, building and development applications, permits, approvals, property taxes, water rights, trespass issues and/or leases concerning or affecting our real property located in the County of Garfield owned by Specialty Restaurants Corporation and/or its affiliated companies including Stockton Restaurant Corporation, Specialty Taverns, Inc., Port Everglades Restaurant Corporation, Raley Ranch Project, LLC and Rew Ranch Project, LLC.

If you have any questions pertaining to such authorization, please do not hesitate to call the undersigned.

Sincerely yours,

Dennis J. Stahl
Vice President & General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

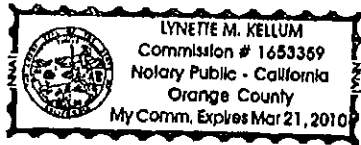
State of California

County of Orange

On June 29, 2009 before me, LYNETTE M. KELLUM, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dennis J. Stahl
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lynette M. Kellum
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Letter of Authorization

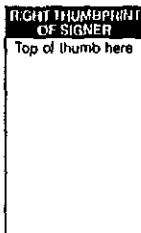
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

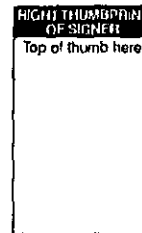
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Commonwealth Title Company of Garfield County, Inc.

127 E. 5th Street
Rifle, CO 81650
Phone (970) 625-3300 / Fax (970) 625-3305

803 Colorado Avenue
Glenwood Springs, CO 81601
Phone (970) 945-4444 / Fax (970) 945-4449

Date: February 5, 2009

To: Western Field Services

Attn: Shane McCoy

Phone: 970-985-8246

Fax:

Email: westernfieldservices@bresnan.net

Re: / Chevron U.S.A. Inc.

**Thank you for your order.
Enclosed please find the following
in connection with our File No. 0901138 20" Extension:**

- Commitment
 - Title Policy
 - Endorsement
 - Tax Certificate
 - Other
-

Copies Sent To:

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. 0901138 20" Extension

1. Effective Date: **December 19, 2008 at 7:59 AM**
2. Policy or Policies to be issued:
 - (a) ALTA OWNER POLICY (ALTA 6-17-06) **\$0.00**
Proposed Insured:
 - (b) ALTA LOAN POLICY (ALTA 6-17-06)
Proposed Insured:
3. The Estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Chevron U.S.A. Inc.
4. The land referred to in this Commitment is situated in the County of Garfield, State of Colorado and described as follows:

A portion of the following patented Placer Mining Claims to be determined by survey embracing the following described land:

Midland No. 8, placer mining claim, described as the Southwest Quarter of Section 13 in Township 6 South of Range 97 West of the Sixth Principal Meridian.

Midland No. 9, placer mining claim, described as the Northwest Quarter of Section 13 in Township 6 South of Range 97 West of the Sixth Principal Meridian.

TITLE CHARGES

Informational Only Commitment Charge	\$500.00
--------------------------------------	-----------------

COUNTERSIGNED: _____
Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

File No. 0901138 20" Extension

SCHEDULE B - SECTION 1

The Following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded to the office of the Clerk and Recorder of the County in which said property is located.

1. This is an Informational Only Commitment and no policy will be issued hereunder.

SCHEDULE B - SECTION 2

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Rights or claims of parties in possession not shown by the Public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
9. Reservations, conditions and stipulations contained in United States Patent No. 886260 recorded November 9, 1922 in Book 138 at Page 228 as follows:
 - That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on May 27, 1921.
 - That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents.
10. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 9, 1922 in Book 138 at Page 228.
11. Reservations, conditions and stipulations contained in United States Patent No. 909604 recorded September 28, 1922 in Book 141 at Page 149 as follows:
 - That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on July 2, 1923.
 - That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents.
12. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 2, 1923 in Book 141 at Page 149.
13. Conveyance of an oil and gas royalty to The Eaton Investment Company as more fully described in Royalty Deed recorded May 7, 1956 in Book 292 at Page 525, and any and all interests therein or assignments thereof.
14. Terms and conditions of Oil and Gas Lease by and between Chevron U.S.A. Inc., as Lessor and Petroleum Development Corporation, as Lessee, recorded March 18, 2003 in Book 1447 at Page 585 and any and all interests therein or assignments thereof.

(Continued)

NOTE: EXCEPTION(S) N/A WILL NOT APPEAR IN THE POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of Title Insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B - Section 2, the following items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1.
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
- (3) any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: The policy (s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

**SCHEDULE B - SECTION 2
(Continued)**

15. Non-exclusive pipeline right of way and easement granted to Petroleum Development Corporation described in instrument recorded April 13, 2007 in Book 1913 at Page 441.
16. Non-exclusive pipeline right of way and easement granted to Marathon Oil Company described in instrument recorded July 16, 2007 in Book 1950 at Page 481.
17. Terms, conditions and all matters set forth in Garfield County Resolution No. 2007-101 recorded October 17, 2007 at Reception No. 735293.
18. Terms and conditions set forth in Special Use Permit recorded December 11, 2007 at Reception No. 739021.
19. Terms, conditions and all matters set forth in Garfield County Resolution No. 2008-27 recorded February 21, 2008 at Reception No. 743337.
20. Terms and conditions set forth in Special Use Permit recorded February 21, 2008 at Reception No. 743338.
21. Non-exclusive pipeline right of way and easement granted to Berry Petroleum Corporation described in instrument recorded September 15, 2008 at Reception No. 755674.

228

said premises or any part thereof, without the written consent of first party indorsed hereon, and that if the same is assigned or transferred, or any portion of said premises leased or sublet without such consent, or if said party of the second part shall fail or neglect to perform any of the conditions of this lease, by him to be performed, then this lease shall be void and of no effect, and said 1st party shall have the immediate right upon said forfeiture, to re enter and repossess said premises and remove said second party without notice, notice to quit being hereby expressly waived.

In witness whereof the parties have hereunto set their hands and seals, In Triplicate, this 9th, day of September A. D. 1921.

W. B. Dunaway
Party of the 1st part.

Jesse W. Nordyke
Party of the 2nd part.

FILED FOR RECORD NOV. 6, 1922, at 8:02 A. M. Walter J. Frost, Recorder.

NO. 80716.

Glenwood Springs, COC950

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there has been deposited in the General Land Office of the United States the Certificate of the Register of the Land Office at Glenwood Springs, Colorado, accompanied by other evidence, whereby it appears that Bruce G. Eaton did, on December 8, 1921, duly enter and pay for that certain mining claim or premises, known as the Midland No. 6, Midland No. 7, and Midland No. 9 placer mining claims, situate in the Parachute Mining District, Garfield County, Colorado, described as follows: the Midland No. 6 claim, comprising the northeast quarter of Section thirteen in Township six south of Range ninety-seven west of the Sixth Principal Meridian; the Midland No. 7 claim, comprising the southeast quarter of said Section thirteen; and the Midland No. 9 claim, comprising the northwest quarter of said Section thirteen; the premises herein granted, containing four hundred eighty acres.

NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said Bruce G. Eaton the said placer mining premises hereinbefore described.

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to his heirs and assigns forever; subject nevertheless to the following conditions and stipulations:

FIRST, That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which have been discovered within said limits subsequent to and which were not known to exist on May 27, 1921.

SECOND, That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents.

THIRD, that the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a rights of way thereon for ditches or canals constructed by the authority of the United States.

FOURTH, That in the absence of necessary legislation by Congress, the Legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the complete development thereof.

IN TESTIMONY WHEREOF, I, Warren G. Harding, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the THIRD day of NOVEMBER in the year of our Lord one thousand nine hundred and TWENTY-TWO and of the Independence of the United States the one hundred and FORTY-SEVENTH.



By the President: Warren G. Harding
By Viola B. Fugh, Secretary.
John O'Connell
Acting Recorder of the General Land Office.

RECORDED; PATENT Number 886260.

FILED FOR RECORD NOV. 9, 1922 at 10:55 o'clock A. M. WALTER J. FROST, RECORDER.

63570

AFFIDAVIT OF LABOR AND IMPROVEMENTS.

STATE OF COLORADO,)
County of Garfield) SS.

Before Me, the subscriber, personally appeared L.E. Abernathy, who being duly sworn, saith that at least Two \$200.00 Hundred dollars' worth of work or improvements were performed or made upon the N.E. Quarter of Sec. 30 Tp. 6 S., Range 97 W. and E $\frac{1}{2}$ of E $\frac{1}{2}$ of N.E. Quarter of S 30 Tp 6 situated in Mt. Logan Mining District, County of Garfield, State of Colorado, as recorded in book... page... of the records of said Garfield County, such expenditure made by or at the expense of Washington Shale Oil & Produce Co. owners of said claims, for the year ending July 1, 1923, and for the purpose of holding said claims.

Such expenditure made between May 20 day of, 1923 and June 30 day of, 1923
Subscribed and sworn to before me this
2nd day of July, A.D. 1923.
C.E. Buckles.



L.E. Abernathy

Dep. Co. Clerk & Rec.

FILED FOR RECORD AT 2:06 O'CLOCK P.M. JULY 2, 1923. WALTER J. FROST, RECORDER.
BY C.E. BUCKLES, DEPUTY.

63571

Glenwood Springs 022384

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

Whereas, in pursuance of the provisions of the Revised Statutes of the United States Chapter Six, Title Thirty-two, and legislation supplemental thereto, there has been deposited in the General Land Office of the United States the Certificate of the Register of the Land Office at Glenwood Springs, Colorado, accompanied by other evidence, whereby it appears that Bruce G. Eaton did, on January 17, 1923, duly enter and pay for that certain mining claim or premises, known as the Midland No. 8, placer mining claim, situate in the Parachute Mining District, Garfield County, Colorado, described as the southwest quarter of Section thirteen in Township six south of Range ninety-seven west of the Sixth Principal Meridian, the premises herein granted containing one hundred sixty acres.

NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said Bruce G. Eaton, the said placer mining premises hereinbefore described;

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to his heirs and assigns forever; subject nevertheless to the following conditions and stipulations;

FIRST. That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits which may have been discovered within said limits subsequent to and which were not known to exist on September 28, 1922.

Second. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents.

Third. That the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of the courts. And there is reserved from the lands hereby granted a right of way, thereon for ditches or canals constructed by the authority of the United States.

Fourth. That in the absence of necessary legislation by Congress, the Legislature of Colorado, may provide rules for working the mining claim or premises hereby granted, involving assessments, drainage, and other necessary means to the complete development thereof.

IN TESTIMONY WHEREOF, I, Warren G. Harding, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, in the District of Columbia, the Twentieth day of June in the year of our Lord one thousand nine hundred and Twenty Three and of the Independence of the United States the one hundred and Forty-Seventh.

By the President, Warren G. Harding
By Viola B. Fugh, Secretary

M. E. LeRoy
Recorder of the General Land Office.



Recorded: Patent Number 903604

FILED FOR RECORD AT 2:08 O'CLOCK P.M. JULY 2, 1923. WALTER J. FROST, RECORDER.
BY C.E. BUCKLES, DEPUTY.

WITNESSETH:

This deed was made on the 14th day of April, 1956, between SATON LEAS COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and THE SATON INVESTMENT COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, whose address is E. ten, Colorado, of the second part:

WITNESSETH:

That the party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is herety confessed and acknowledged, does, subject to all of the provisions hereof, grant, bargain, sell, convey and confirm unto the party of the second part, his heirs and assigns forever, an oil and gas royalty in value measured by and equal to two and one half per cent (2 1/2%) of the market value of all oil and gas that may be produced through conventional oil well drilling methods and saved and marketed from all formations below the base of the Green River Formation of Alameda and underlying the following described lands located in the County of Garfield and State of Colorado, to-wit:

Section 17, T. 28 N., R. 29 W., 6th P. E.

- 1/4 Sec. 17, T. 28 N., R. 29 W., 6th P. E.
- 1/2 Sec. 17, T. 28 N., R. 29 W., 6th P. E.
- 3/4 Sec. 17, T. 28 N., R. 29 W., 6th P. E.
- 1/4 Sec. 18, T. 28 N., R. 29 W., 6th P. E.

Section 20, T. 28 N., R. 29 W., 6th P. E.

- 1/4 Sec. 20, T. 28 N., R. 29 W., 6th P. E.
- 1/2 Sec. 20, T. 28 N., R. 29 W., 6th P. E.
- 3/4 Sec. 20, T. 28 N., R. 29 W., 6th P. E.

Section 21, T. 28 N., R. 29 W., 6th P. E.

That the 1/4 Section 21, T. 28 N., R. 29 W., 6th P. E. described as being the quarter corner section of the 1/4 Section 21, T. 28 N., R. 29 W., 6th P. E., which was first traced south

89°52' East 533.35 feet, thence North 28°31' East 135.9 feet, thence North 21°44' West 358.9 feet; thence North 43°15' West 78.9 feet; thence North 75°9' West 126.9 feet; thence North 14°49' West 169.9 feet; thence North 15°52' East 132.9 feet; thence North 14°49' East 151.9 feet; thence North 51°11' East 165.9 feet; thence North 54°26' West 241.85 feet; thence North 7°12' East 97.9 feet; thence North 87°59' West 254.9 feet to the point of beginning, containing 10.94 acres, more or less, also a strip of land 60 feet in width, the north line of said strip being described as follows, to-wit: Beginning at a point whence the quarter corner of said Sections 17 and 20 bears North 18°59' West 1396 feet, and on a line with the line fence between John and Jacqueline Cox land and John G. Crawford land; thence East along the line of said fence to the county road; said tract being a strip of land 60 feet in width from the county road westerly along the southerly line of Cox land to and upon the above described 10.94 acre parcel,

containing 171.79 acres.

Said royalty shall be free and clear of all costs of mining, drilling, producing and saving said oil and gas, but shall be subject to the proportionate burden of taxes levied upon the severance, production or sale of said oil and gas. Said royalty shall be paid monthly, but shall not be taxed upon any such oil or gas used for drilling or operation purposes or unavoidably lost.

The above conveyance of said oil and gas royalty of two and one-half per cent ($2\frac{1}{2}\%$) of the market value of all oil and gas produced, saved and marketed is based upon the following distinct and express understanding and agreement, namely, that it does not include oil shale or oil, gas or other minerals or derivatives secured through oil shale operations from any formation and is limited to oil or gas secured through conventional oil well drilling operations. It is further distinctly understood and agreed that said royalty shall attach only to oil and gas that may be actually produced from any formation below the Green River Formation of Eocene Age and that there shall be no obligation upon the party of the first part, its successors or assigns, at any time or for any reason, to drill for oil or gas at any time or in any

particular place or at all and that said royalty shall be payable and continue only if party of the first part, its successors and assigns, shall in its or their sole discretion drill for oil or gas on said land by itself or through lessees through conventional oil well drilling methods and secure production from any formation below the base of the Green River Formation of Eocene Age as a result thereof.

TO HAVE AND TO HOLD the above described royalty and the rights, privileges and benefits appurtenant thereto herein granted unto the said second party, its successors and assigns forever, and the said first party does hereby bind itself, its successors and assigns to warrant and forever defend all and singular said royalty and the rights, privileges and benefits appurtenant thereto herein granted unto the said second party, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under party of the first part.

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

EATON SHALE COMPANY

By T. J. Gallraith
Vice President

Notary Seal: State of California, Notary Public, G. P. Bowman, Secretary

STATE OF California
COUNTY OF San Francisco } ss.

The foregoing instrument was acknowledged before me this 11th day of April, 1956, by T. J. Gallraith Assistant President and G. P. Bowman as Secretary of EATON SHALE COMPANY, a corporation.

My commission expires Jan 28 1960

Witness my hand and official seal.

Edmund C. Kelly
Notary Public

525

OIL AND GAS LEASE
(LEASE #3)

THIS AGREEMENT, made and entered into as of the 15th day of November, 2002, by and between Chevron U.S.A. Inc., successor in interest to Chevron Shale Oil Company, whose address is 11111 S. Wilcrest Dr., Houston, Texas 77099 hereinafter called "Lessor," and Petroleum Development Corporation, whose address is 103 East Main Street, P.O. Box 26, Bridgeport, West Virginia 26330, hereinafter called "Lessee."

WITNESSETH:

1. Lessor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee all of Lessor's right, title and interest in the land hereinafter described, for the purpose of investigating, exploring, drilling for, producing, saving, taking, owning, transporting, storing, handling and treating oil and gas, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land; including but not limited to the following rights: to lay pipelines; to build roads; to construct tanks, pump and power stations, and power and communication lines; and to redrill, deepen, maintain, rework and operate any well so drilled, subject in all cases to the provisions of paragraphs 15 and 16.

The land included in this lease is situated in the County of Garfield, State of Colorado, and is described on the attached Exhibit A,

including all of Lessor's right, title and interest in all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 5325.42 acres of land more or less. This lease shall cover all of Lessor's right, title and interest in said land now owned by or hereafter vested in Lessor. For the purpose of calculating any payments based on acreage, the land shall be deemed to contain the acreage above stated.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of three (3) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them are being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, eighteen and three quarters percent (18.75%) of that produced and saved from said land, to be delivered at the well or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of eighteen and three quarters percent (18.75%) of the gas so sold or used, provided that on gas sold at the well the royalty shall be eighteen and three quarters percent (18.75%) of the amount realized from such sale. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to one dollar per acre on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment. Provided, however, that this lease may be extended by tender of shut-in well payments for no more than two consecutive years from the anniversary of this lease next preceding Lessee's payment. Any such payment may be made in the same manner as provided elsewhere in this lease for payments hereunder but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances from said land for all operations conducted upon the leased lands or lands unitized with any of said land.

4. This is a Paid-Up lease and Lessee shall not be obligated during the primary term to make any further payments or to commence or continue any operations hereunder in order to

271
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maintain this lease in force. Any money payable hereunder may be paid in cash or by check, mailed or delivered to Lessor. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered, but same shall not relieve Lessee of any obligation existing as of the date of such release.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within sixty (60) days before expiration of the primary term, such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) shut-in gas well payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder within sixty (60) days after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with drilling or producing operations.

6. Lessee shall pay for all damages caused by Lessee's operations, including but not limited to damages to growing crops, buildings, irrigation ditches, livestock, feed lots and fences. Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor or its surface lessees. No well shall be drilled within two hundred (200) feet of any residence or other improvement now or hereafter constructed on said land without the consent of the owner thereof. Lessee shall have the right at any time within ninety (90) days after expiration or surrender of the lease or any part hereof to remove all of Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall restore the surface as nearly as practicable to its original condition upon expiration or surrender of the lease.

7. Lessee shall have neither the right nor the power to assign this lease, in whole or in part, to another party without the prior written consent of Lessor. Lessor may withhold its consent to any such proposed or attempted assignment for any reason or for no reason in its sole discretion. Any attempted assignment made in contravention of this provision will be, in Lessor's sole discretion (and in addition to any other remedy available to Lessor at law or in equity), voidable and of no force. The granting of Lessor's consent to any assignment will be effective only as to the specific assignment then the express subject of such consent, and any subsequent assignment which may be proposed or attempted will be ineffective without Lessor's prior written consent. Provided, however, this provision shall not apply to assignments that may be made to limited partners that Lessee may be required to make under limited partnerships Lessee may form to conduct operations under this lease. Also, this provision shall not apply to transfers of interest that result from mergers, acquisitions or sales of all of Lessee's assets and assignments to Lessee's corporate affiliates.

8. Whenever as a result of any cause beyond Lessee's reasonable control (such as fire, flood, storm, or other act of God, governmental law, order, or regulation, labor disputes or war) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance occurs during the term hereof, either primary or extended, as the case may be, the obligations of Lessee hereunder (excluding only its obligation to pay royalties on actual production, and other monetary payments required or permitted by the terms of this lease), shall be suspended during the period of such prevention or hindrance and for ninety (90) days thereafter. If such hindrance occurs during the primary term hereof, the primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered

hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record in the applicable county records an instrument so declaring. Upon production from any part of any such unit, Lessor shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or production from any part of such unit shall be treated and considered for all purposes of this lease except payment of royalties, as operations upon or production from this lease.

10. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein or if this lease covers less than the entire estate in leased substances, the royalties to Lessor shall be reduced proportionally. Lessor makes no warranties of title to the leased premises, whether express or implied. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. Lessee agrees to defend, indemnify and hold harmless Lessor, its affiliates, and any employee, agent, contractor or other representative of Lessor and its affiliates, from any and all claims, demands, suits, losses, fines, penalties, damages, liabilities, costs and expenses of every character whatsoever (including but not limited to court costs and attorneys' fees) arising out of or in connection with Lessee's operations on the leased lands.

12. If this lease has not sooner terminated, then effective as of five (5) years after expiration of the primary term this lease shall terminate as to all depths below the stratigraphic equivalent of the deepest depth drilled on the leased lands and as to all lands not included within a spacing unit producing or capable of producing oil or gas in paying quantities. In the event the area in which a well is drilled and completed is not spaced as per applicable state oil and gas regulations, then the lease shall be deemed to cover an approximate three hundred twenty (320) acre parcel surrounding and including the well location. Lessee shall file of record an appropriate release within thirty (30) days after the effective date of the termination.

13. At all times during the drilling, testing and completing of any well drilled on the leased lands or on lands pooled therewith, Lessee shall cause Lessor and its affiliates and the employees and agents of Lessor and its affiliates, to have access at their sole risk to the derrick floor and all facilities relating to the drilling of the well(s) and to receive all information relating to such operations including but not limited to daily drilling reports and logs, cores and samples obtained in connection with such operations the same as though Lessor and its affiliates were drilling the well(s). Notices of intent to spud, log and plug and abandon wells shall be furnished to the following:

ChevronTexaco Shale Oil Company
Attn: J.T. Schmid, Jr., Manager
11111 S. Wilcrest Dr.
Houston, TX 77099

Upon written request, Lessee shall furnish all well information, including all reports, logs and samples to:

ChevronTexaco Shale Oil Company
Attn: Greg Brose
11111 S. Wilcrest Dr.
Houston, TX 77099

14. This lease is made without warranty of title, express or implied, and is expressly subject to any exceptions and reservations and other matters affecting title of record.

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15. Lessee shall obtain prior written approval from Lessor for each use of the surface that Lessee proposes to make under this lease, including but not limited to drill sites, access and surface reclamation plans.

16. Notwithstanding that Lessee may have obtained Lessor's approval under paragraph 15 to make various uses of the surface of the leased lands, Lessee's operations shall be subordinate to Lessor's right to conduct shale oil operations on the leased lands at any time in the future. If Lessor determines in its reasonable discretion that Lessee's operations will interfere with Lessor's shale oil operations, Lessee agrees to change, cease or relocate its operations in order to eliminate the interference. Costs incurred prior to January 1, 2018 in connection with the relocation of Lessee's wells, gathering systems and other related facilities in order to eliminate an interference shall be borne by Lessor. If any such change, cessation or relocation of facilities results in permanent loss of production, Lessor will compensate Lessee for same at the then fair market value of the leased substance. Effective January 1, 2018 and thereafter, Lessee agrees to change, cease or relocate its operations at its sole risk and cost, in order to eliminate an interference and Lessor shall have no obligation to compensate Lessee for lost production resulting from such elimination of an interference.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR
CHEVRON U.S.A. INC.

TAX I.D. 25-0527925
Social Security or Tax Number

By: [Signature]
Its: Attorney-in-Fact

LESSEE
PETROLEUM DEVELOPMENT CORPORATION

By: [Signature]
Its: Thomas E. Riley, VP Marketing

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th day of March, 2003 by O. F. Baldwin II as Attorney-in-Fact for Chevron U.S.A. Inc.

My Commission Expires: 9-30-04
[Signature] Notary Public



STATE OF WEST VIRGINIA)
)
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this 21st day of February, 2003 by Thomas E. Riley as VP Marketing of Petroleum Development Corporation.

My Commission Expires: June 2, 2009
[Signature] Notary Public
Rita A. Clark



**EXHIBIT A
OIL AND GAS LEASE
(LEASE #3)**

**Between Chevron U.S.A. Inc. and Petroleum Development Corporation
Dated November 15, 2002**

830150 – EATON BASIC AGMT NO. 10 & 11 FEE

T6S, R97W, 6th P.M.

Midland #6 Section 13: NE/4;
Midland #7 Section 13: SE/4;
Midland #8 Section 13: SW/4; and
Midland #9 Section 13: NW/4;

containing 640 acres, more or less.

830210 – EATON BASIC AGMT NO. 9 FEE

T6S, R97W, 6th P.M.

Community #2: W/2 E/2 of Section 12;

containing 160 acres, more or less.

116700 – EATON BASIC AGMT NO. 8 (PRATT 11 & 12) FEE

The Pratt No. 11 Placer Mining Claim comprising the NW/4, and the Pratt No. 12 Placer Mining Claim comprising the NE/4, all in Section 11, T6S, R97W of the 6th P.M.; containing 320 acres more or less.

830320 – C. H. DARROW FEE

T6S, R97W, 6th P.M.

Eureka Placer Mining Claim No. 21-2	Section 21: NW/4;
Eureka Placer Mining Claim No. 21-3	Section 21: SW/4;
Eureka Placer Mining Claim No. 22-4	Section 22: SE/4;
Eureka Placer Mining Claim No. 22-3	Section 22: SW/4;
Oklahoma Placer Mining Claim No. 6	Section 21: NE/4;
Naomi Placer Mining Claim No. 2	Section 28: NE/4 NW4, S/2 NW/4;
Naomi Placer Mining Claim No. 3	Section 28: NE/4; and
Naomi Placer Mining Claim No. 5	Section 21; SE/4;

containing 1,400 acres, more or less.

910370 – EATON BASIC AGMT NO. 8 (PRATT 7 & 8) FEE

T6S, R97W, 6th P.M.

Pratt No. 7 Claim, embracing Section 11: SE/4; and
Pratt No. 8 Claim, embracing Section 11: SW/4;

containing 320 acres, more or less.

910390 – EATON BASIC AGMT NO 7 FEE

T6S, R97W of the 6th P.M.

The Gem No. 1 Placer Claim, being the SE/4 of Section 1; the Gem No. 2 Placer Claim, being the SW/4 of Section 1; and the Community No. 1 Placer Claim, being the E/2 of the E/2 of Section 12; Plus

T6S, R97W of the 6th P.M.

The Gem No. 3 Placer Claim, being the SE/4 of Sec. 2;
The Gem No. 4 Placer Claim, being the SW/4 of Section 2;
The Gem No. 5 Placer Claim, being Lots 9, 10, 15 and 16, Section 2;
The Gem No. 6 Placer Claim, being Lots 11, 12, 13 and 14 Section 2;
The Gem No. 7 Placer Claim, being Lots 9, 10, 15 and 16 in Section 1;
The Gem No. 8 Placer Claim, being Lots 11, 12, 13 and 14, Section 1;

The Gem No. 9 Placer Claim, being the south 40 acres of each of the Lots 5, 6, 7 and 8 (said 40 acre tracts being now re-platted and numbered as Lots 21, 22, 23 and 24) in Section 1; and
The Gem No. 10 Placer Claim being the south 40 acres of each of the Lots 5, 6, 7 and 8 (said 40 acre tracts being now re-platted and numbered as Lots 21, 22, 23 and 24) in Section 2.

containing a total of 1760 acres, more or less.

910400 – R. L. EATON AGMT NO 3 FEE

T6S, R97W, 6th P.M.

Champion No. 5 Placer Mining Claim, embracing Lots 19 and 20 in Section 1, containing 36.04 acres, more or less.

830310 – D.D. POTTER #11 FEE

T6S, R97W, 6th P.M.

Lots 1, 2, 3, and 4 in Section 33; and
Lots 3 and 4 in Section 34;

containing 329.38 acres, more or less.

830300 – D.D. POTTER #7 FEE

T6S, R97W, 6th P.M.

Denver No. 111 Placer Mining Claim, being SE/4 of Section 28; and
Denver No. 112 Placer Mining Claim, being SW/4 of Section 28;

comprising 320 acres, more or less.

830290 – D.D. POTTER #5 FEE

T6S, R97W, 6th P.M.

NW/4 NW/4 of Section 28;

comprising 40.00 acres, more or less.

END OF EXHIBIT A

C. GRANTOR reserves the right for itself or its assignees to explore for, mine, and remove oil shale, oil and gas, ores and other minerals in, on or under the Easement Area.

D. This Agreement is made subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement Area and GRANTOR further reserves the right to grant other easements to third parties to cross over or under this easement and right-of ways. GRANTEE is responsible for obtaining any necessary third party consents prior to conducting activities on the Easement Area pursuant to this Agreement.

E. GRANTOR makes no warranties or representations concerning the title to the Easement Area.

2. COVENANT THAT OPERATION OF EASEMENT NOT INTERFERE WITH SERVICENT TENEMENT.

A. GRANTEE agrees to maintain and operate the easement herein granted in such manner that the operation thereof will in no way hinder or prevent the use and enjoyment of GRANTOR's adjoining property, including use thereof for exploration, mining, oil shale development, oil and gas development, farming, ranching and land development.

B. Except for above-ground valves, meters, drips, fittings, appliances, and related facilities as provided for herein, GRANTEE shall have no right to locate any permanent surface installation on any part of the Easement Area without the prior written approval of GRANTOR, which approval is separate from and in addition to any rights granted in this Pipeline Easement Agreement.

C. GRANTEE agrees to remove top-soil from the Easement Area separately from other material removed by GRANTEE in connection with its activities on the Easement Area, and to replace such topsoil on completion of any such activity. GRANTEE further agrees to insure that the Easement Area shall be left free of any large stones, holes, or piles of dirt which would interfere with farming, ranching and/or other operations thereon. All stones, brush and debris uncovered on, removed from or deposited on GRANTOR's lands as the result of activities permitted hereunder shall be disposed of at GRANTOR's direction. Except as otherwise provided herein, all areas disturbed as the result of activities permitted hereunder, within three months of installing pipe into the Easement shall be reclaimed to original condition or as near thereto as practicable, which shall include reseeding with seed mixes approved by GRANTOR or GRANTOR's agricultural lessee(s). Grantee shall continue to reseed and cultivate until successfully reestablishing self sustaining vegetation. Reseeded areas shall be properly mulched except in pastures and hay fields. GRANTEE shall spray all areas affected by construction to control noxious weeds for a period of no less than three growing seasons following the installation of pipe.

D. GRANTEE agrees to replace or rebuild, to the satisfaction of GRANTOR, any and all parts of any road or any drainage or irrigation system or other improvement that may be damaged in connection with GRANTEE's activities conducted pursuant to this Agreement. Upon completion of any pipeline construction, replacement, substitution, relocation, or removal activities permitted hereunder, GRANTEE shall grade all permanent roads on GRANTOR's lands which were used in connection with said activities.

E. GRANTEE shall have the right to cross fences on the adjoining property of GRANTOR whenever such crossing shall be reasonably necessary in conducting activities permitted under this Agreement. GRANTEE shall maintain a proper enclosure at all times and shall restore such fences to a condition equal to or better than their condition prior to such crossing as promptly as possible provided, however, that GRANTEE shall not be responsible for a lack of proper enclosure or for restoration of fencing if caused by someone other than GRANTEE, its employees, agents, contractors, subcontractors, or invitees.

F. GRANTOR reserves the right to fence the whole or any part of the boundaries of the right-of-way, and the right to build fences crossing such easement.

G. GRANTEE shall bury its pipeline and subsurface facilities to provide a minimum of thirty-six (36) inches between the top of the pipeline and facilities and the ground level except in those areas where rock is encountered that would otherwise require blasting, in which case, the facilities shall be buried a minimum of eighteen (18) inches below the surface.

H. Except as otherwise provided herein, GRANTEE shall properly backfill and compact disturbed ground, excavated pipeline trenches, and other excavations in connection with its activities on the Easement Area. Compaction of disturbed areas in hay fields and pastures shall be accomplished using hydro-compaction methods followed by replacement of topsoil, free of stones and other debris. Immediately upon completion of any activity performed under this Agreement, GRANTEE shall repair damage to open irrigation and drainage ditches by using proper mechanical ditch channel compaction methods and by reestablishing pre-disturbance grades and flowlines. All culverts and buried irrigation system pipelines damaged by the activities permitted hereunder shall be replaced by GRANTEE immediately upon completion of the activity.

I. GRANTEE shall have the ongoing responsibility of assuring that irrigation systems damaged by the activities permitted hereunder are restored to their proper operating condition and that areas of settling and slumping in GRANTOR's fields and pastures, caused by the activities permitted hereunder, are permanently restored to field grade.

J. Except as otherwise provided herein, GRANTEE shall maintain current as-built drawings for the pipeline and all of its surface and subsurface facilities located within the Easement Area and shall provide GRANTOR with copies of such drawings each time they are updated.

K. GRANTEE shall take all necessary precautions, in conducting its activities under this Agreement, to prevent brush and grass fires.

L. GRANTEE shall determine if any activities require any permits or approvals from any agencies, organizations, groups, governmental committees or other entities having jurisdiction over such activities and shall be solely responsible for obtaining such approvals or permits.

M. GRANTEE shall participate in conducting a vegetative cover and sage grouse habitat study, approved by a Chevron Health, Environment & Safety representative, in Section 29, T5S, R96W 6th P.M. Said study shall be initiated, to the satisfaction of GRANTOR, before pipeline construction in said Section 29 proceeds. The study shall include a mutually agreeable time frame covering the period before, during and after pipeline construction activities in said section. A mitigation plan for said Section 29 shall be developed by GRANTOR, based on the results of said study and other information, and implemented at the sole cost of GRANTEE.

N. A segment of the proposed pipeline corridor on GRANTOR surface, approximately between and including lines L142 and L151, will parallel a steep two-track road and adjacent gully heading north into the Bear Run drainage in the NW/4, Section 29, T5S, R96W 6th P.M. The pipeline corridor and pipelines located therein shall not encroach on or be placed in said gully. Following construction of pipelines in said segment, GRANTEE shall place and maintain obstacles across the two-track road so it can no longer be used.

O. GRANTEE shall comply with all federal, state and local laws and regulations governing the discharge of construction and other material into drainages. GRANTEE shall be responsible for the adequacy of its pipeline designs and construction, including, but not limited to, design and construction of drainage crossings.

P. GRANTEE shall control fugitive dust during construction of the pipeline on GRANTOR surface.

Q. GRANTEE shall ensure all pipeline corridor cut and fill areas and other disturbed areas on GRANTOR surface are recontoured to generally conform with the surrounding terrain.

R. Pipeline construction activities on GRANTOR surface shall be coordinated with GRANTOR's surface lessees to minimize conflicts for both GRANTEE and the lessees.

3. **TERM OF AGREEMENT.** Unless terminated or canceled prior thereto in the manner provided for herein, the term of this Agreement shall be a period of one (1) year from the effective date hereof, and shall continue so long as GRANTEE continues to use and maintain the pipeline and associated facilities in the Easement Area without interruption for more than one hundred eighty (180) consecutive days, at which time GRANTOR will have the option of terminating this Agreement as provided in Paragraph 9B.

4. **PAYMENTS.** GRANTEE shall pay to GRANTOR a payment in the amount of four thousand dollars (\$4000) upon execution of this agreement. An annual payment, as hereinafter described, shall be made by GRANTEE to GRANTOR on or before each anniversary date of this Agreement, at the address first set forth below in this Section 4. The first of such annual payments shall be in the amount of four thousand two hundred dollars (\$4200). Said annual payment shall thereafter increase by Five percent (5%) each year. No payment shall be deemed made by GRANTEE under this Agreement until the correct amount due is actually received by GRANTOR.

All payments to GRANTOR hereunder shall be made by GRANTEE's check, mailed postage prepaid, to GRANTOR at Chevron Shale Oil Company, P.O. Box 840659, Dallas, TX 75284-0659, which shall continue as the depository for payments hereunder regardless of changes in ownership of the Easement Area, until such time as Grantee is notified, in writing, of a change of corporate name, identity and/or address of GRANTOR. Said payment shall reference this Agreement's QLS as found at the top of page one of this Agreement.

5. **USE OF EASEMENT AREA.**

A. All activities permitted under this Agreement shall be performed and conducted in a careful, safe, and workmanlike manner, and in such manner as will not interfere with GRANTOR's and GRANTOR's lessees', licensees', and permittees' exploration, mining, oil shale, oil and gas, farming, ranching, land development and/or other operations on other lands in the vicinity of the Easement Area. Prior to exercising any rights granted hereunder, GRANTEE shall give notice of GRANTEE's planned construction activities to all persons holding any rights, licenses, permits, easements or leases to use the surface of the Easement Area and lands used for access thereto.

B. All activities permitted pursuant to this Agreement shall be performed by or under the direction of GRANTEE, and GRANTEE shall not permit, unless otherwise authorized by GRANTOR, public easements, public facilities, or public roads over or under the Easement Area.

C. GRANTEE shall keep the pipeline and associated facilities in a good and safe condition and, after doing any work which disturbs the surface of the Easement Area, GRANTEE shall restore the surface of the Easement Area to as good a condition as existed prior to such work.

D. Notwithstanding that GRANTEE may have obtained GRANTOR's approval under this Agreement to make various uses of the Easement Area, GRANTEE's operations shall be subordinate to GRANTOR's right to conduct shale oil operations on the Easement Area at any time in the future. If GRANTOR determines in its reasonable discretion that GRANTEE's operations will interfere with GRANTOR's shale oil operations, GRANTEE agrees to change, cease or relocate its operations in order to eliminate the interference. Costs incurred prior to January 1, 2018 in connection with the relocation of GRANTEE's pipeline, valve terminals, gathering systems and other related facilities in order to eliminate interference shall be borne by GRANTOR. Effective January 1, 2018 and thereafter, GRANTEE agrees to change, cease or relocate its operations at its sole risk and cost, in order to eliminate any interference and GRANTOR shall have no obligation to compensate GRANTEE for lost production or for the costs and expenses of relocating or ceasing operations resulting from such elimination of interference.

6. INDEMNIFICATION. GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD GRANTOR AND ALL OF GRANTOR'S AFFILIATED AND PARENT AND SUBSIDIARY COMPANIES, JOINT VENTURERS AND PARTNERS, AND ALL OF THE AFORESAID ENTITIES' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INVITEES AND INSURERS ("INDEMNITEES") HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, INJURY, COSTS (INCLUDING ATTORNEY FEES), EXPENSES, FINES, CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH GRANTEE'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, FOR INJURY TO OR ILLNESS OR DEATH OF ANY PERSON (INCLUDING BUT NOT LIMITED TO AN INDEMNITEE OR AN EMPLOYEE OR AGENT OF GRANTEE OR GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF INDEMNITEES, GRANTEE, GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR ANY THIRD PARTY) OR FOR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, AND ORDERS INCLUDING BUT NOT LIMITED TO CERCLA AND RCRA. SUCH INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES. THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT THAT IT IS VOID OR OTHERWISE UNENFORCEABLE UNDER APPLICABLE LAW.

7. GRANTEE INSURANCE REQUIREMENT. Without in any way limiting GRANTEE's liability under this Agreement, GRANTEE shall maintain, during the term of this Agreement, the following insurance with companies and on terms satisfactory to GRANTOR:

A. Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law. The limit of liability for Employers' Liability Insurance shall not be less than \$1,000,000 per occurrence.

B. Comprehensive or Commercial General Liability Insurance (Bodily Injury and Property Damage), including the following supplementary coverages: Contractual Liability to cover liability assumed by GRANTEE under this Agreement; Product and Completed Operations Liability Insurance; Broad Form Property Damage Liability Insurance; and coverage for Explosion, Collapse and Underground Hazards. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.

C. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000 per person/ \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

The insurance specified in this Section Seven shall contain a waiver of subrogation against GRANTOR, and shall name GRANTOR as an additional insured with respect to the activities performed pursuant to this Agreement. In addition, said insurance shall include a requirement that the insurer provide GRANTOR with 30-days' written notice prior to the effective date of any cancellation or material change of the insurance.

PRIOR TO HAVING ANY RIGHT TO ACCESS THE LANDS SUBJECT HERETO OR EXERCISING ANY OF THE RIGHTS GRANTED IN THIS AGREEMENT, GRANTEE MUST FURNISH GRANTOR WITH COPIES OF THE INSURANCE POLICIES OR CERTIFICATES OF SAID INSURANCE PROVIDING THE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN.

All insurance policies or certificates of insurance provided to GRANTOR shall be in a form acceptable to GRANTOR, shall reference this Agreement's QLS number as found at the

top of page one of this Agreement and shall be provided to GRANTOR prior to GRANTEE exercising any of the rights granted herein.

8. TAXES, LIENS AND ENCUMBRANCES. GRANTEE agrees to pay promptly and before delinquency all taxes and assessments levied or assessed upon or against the Easement Area during the term hereof, by reason of, or resulting from GRANTEE's activities under this Agreement in relation to the pipeline and associated facilities, and to reimburse GRANTOR for any increase in taxes paid by GRANTOR resulting from the value of such pipeline and associated facilities, whether or not separately assessed. GRANTEE shall pay all taxes levied or assessed upon or against GRANTEE's pipeline and associated facilities and operations on the Easement Area.

9. TERMINATION.

A. In the event of any default by GRANTEE in its obligations hereunder, GRANTOR may deliver to GRANTEE written notice specifying the default. If the default remains uncorrected for a period of thirty (30) days after delivery of the notice, this Agreement may then be terminated in writing by GRANTOR subject to the provisions herein concerning site reclamation and facility removal and subject to liabilities accrued prior to termination. GRANTOR'S right to terminate this Agreement when GRANTEE has not corrected a default within thirty (30) days, shall be a continuing right of GRANTOR for the life of this Agreement. If this Agreement is terminated under this provision, said termination shall be effective the date the notice of same is placed in the mail addressed to GRANTEE.

B. If, at any time after GRANTEE begins construction of the pipeline, GRANTEE fails to use the Easement Area or any linear part thereof for the purposes provided hereunder for more than one hundred eighty (180) consecutive days, GRANTOR may terminate this Agreement as to those parts of the Easement Area no longer used as above, by written notice to GRANTEE, subject to the provisions herein concerning site reclamation and facility removal and subject to liabilities accrued prior to termination. At such time as GRANTEE has reached the one hundred and eighty (180) day threshold, GRANTEE must deliver notice of the nonuse to GRANTOR within one (1) month of said threshold date. If GRANTEE fails to deliver said notice of nonuse to GRANTOR within the specified one (1) month time period, then this Agreement shall automatically terminate.

C. Upon any termination of this Agreement as to all or any linear part of the Easement Area, and unless otherwise approved by GRANTOR, GRANTEE shall dig up and remove its pipeline and associated facilities. GRANTEE shall have a period of six (6) months from and after the effective date of termination in which to remove the pipeline and all of its associated facilities from the Easement Area or from the part thereof as to which the termination applies. Upon such removal, GRANTEE shall place the Easement Area in a neat, safe and orderly condition.

D. Upon termination of the rights herein given, GRANTEE shall execute and deliver to GRANTOR, within thirty (30) days after written demand therefore, a good and sufficient quit claim deed to all interest of GRANTEE in the Easement Area so terminated. Should GRANTEE fail or refuse to deliver to GRANTOR such quit claim deed, or if GRANTOR after a good faith effort to locate GRANTEE is unable to locate GRANTEE, then a written notice by GRANTOR, duly recorded, reciting the failure or refusal of GRANTEE to execute and deliver said quit claim deed, or inability to locate GRANTEE, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against GRANTEE and all persons claiming under GRANTEE of the termination of this Agreement or a portion thereof and all interest of GRANTEE hereunder as to that portion, subject to GRANTEE's obligation to remove its property within six (6) months of such termination.

E. Termination shall not operate to extinguish any obligations of GRANTEE which have accrued at the time of termination, or which accrue hereunder upon termination.

10. TRANSFER OF INTEREST. The rights granted to GRANTEE under this Agreement shall not be assigned or otherwise transferred without the prior written consent of

GRANTOR. Subject to the foregoing, all of the terms, covenants, and conditions of this Agreement shall be binding upon the successors and assigns of the parties.

11. WAIVER CLAUSE. The failure of either party to enforce, at any time, any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time, performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of a party to thereafter enforce each and every such provision.

12. APPLICABLE LAW. This Agreement and the exhibits hereto shall be governed as to validity, enforcement, construction, effect, and in all other respects, by the law of the State of Colorado, and its courts shall have jurisdiction to enforce this Agreement.

13. ATTORNEYS' FEES. In the event of a default by either party in the performance of its duties, the court with the proper jurisdiction to resolve the dispute shall award reasonable attorney fees and costs to the successful party or in such other manner as the court deems appropriate.

14. NOTICES. Any notices required or permitted under this Agreement shall be given in writing. The notice shall be served either personally or by registered or certified mail with return receipt requested. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth below or such substitute address or addresses as provided to the parties at least thirty (30) days in advance of any notice. Present addresses to which notices shall be sent in accordance with the provisions of this section are:

GRANTOR: Chevron Shale Oil Company
Attn: Manager, Shale Oil Development
11111 S. Wilcrest Dr.
Houston, TX 77099

GRANTEE: Petroleum Development Corporation
3801 Carson Avenue
Evans, CO 80620

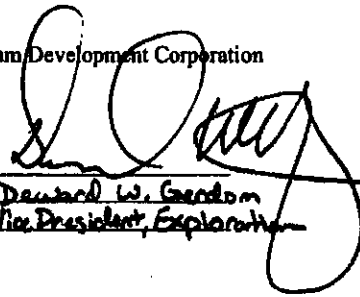
15. CONFLICT OF INTEREST. No director, employee, or agent of either party will give to or receive from any director, employee, or agent of the other party any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with this Agreement. During the term of this Agreement and for 2 years, thereafter, any mutually agreeable representatives authorized by either party may audit the applicable records of the other party solely for the purpose of determining whether there has been compliance with this paragraph. The provisions of this paragraph will survive termination of this Agreement.

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

Chevron U.S.A. Inc.

Petroleum Development Corporation

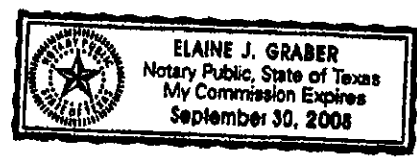
By: C.D. Finkbe
Name: C.D. Finkbe
Its: Attorney-in-Fact

By: 
Name: Donald W. Gordon
Its: Vice President, Exploration

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 1st ^{month} ⁷ day of ~~October~~, 2006 by C.D. Frisbie as Attorney-in-Fact for Chevron U.S.A. Inc.

My Commission Expires: 9-30-08
Notary Public Elaine J. Graber



STATE OF COLORADO)
COUNTY OF DENVER)
Daguer

The foregoing instrument was acknowledged before me this 20th day of October, 2006 by Deward W. Gaskin as Vice President, Explorer of Petroleum Development Corporation.

My Commission Expires
My Commission Expires: 05/13/2008
Notary Public Andre Tyson Johnston



Return to:
Petroleum Development Corporation
1775 Sherman Street, Suite 3000
Denver, CO 80203
Attn: Jenni Muller

which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or the right to receive royalty hereunder. Royalty ownership as of the last day of each such annual period as shown by lessor's records shall govern the determination of the party or parties entitled to receive such payment. Failure to pay royalty or shut-in royalty when due shall not cause a forfeiture or termination of this lease, but shall be a debt owed.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all royalties herein provided shall be paid lessor only in the proportion (calculated on a royalty-acre basis) which the royalty interest owned by him in said land bears to the full and entire royalty interest in said land.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the assignees, successors and assigns of the parties; and in the event of an assignment or subletting by lessor, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessor or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessor (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessor's opinion to establish the ownership of the claiming party.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee thereof), when in lessor's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor or production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessor's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessee shall not commence any surface operations on the portion of leased lands shown crosshatched on attached plat labeled EXHIBIT A without Lessor's written permission. This prohibition with respect to the use of the surface of said land shall in no way impair the right of lessee to produce oil, gas or other minerals from said land, either by directional drilling from a well located on adjacent land or by some other method which will not require entry upon the surface of the leased premises or by including the land or a portion thereof within a pooled unit or units pursuant to the terms hereof.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Specialty Restaurants Corporation;

By: David Tallichet
David Tallichet, CEO

Attest: [Signature]

Tax I.D. #:

Stockton Restaurant Corporation;

By: David Tallichet
David Tallichet, President

Attest: [Signature]

Tax I.D. #:



STATE OF CALIF.
COUNTY OF ORANGE) ss.

ACKNOWLEDGMENT (For use by Corporation)

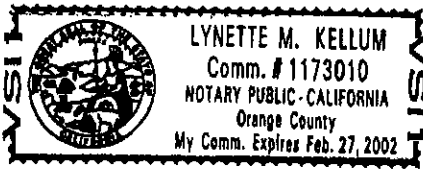
On this 20th day of AUGUST, A.D. 2001, before me personally appeared DAVID C. TALICHET, to me personally known, who, being by me duly sworn, did say that he is the CEO of Specialty Restaurants Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 20th day of AUGUST, A.D. 2001.

(SEAL)

My Commission Expires 2-27-02

Lynette M. Kellum
Notary Public.



Address: 8191 E. Kaiser Blvd.
Anaheim, CA 92808

STATE OF CALIF.
COUNTY OF ORANGE) ss.

ACKNOWLEDGMENT (For use by Corporation)

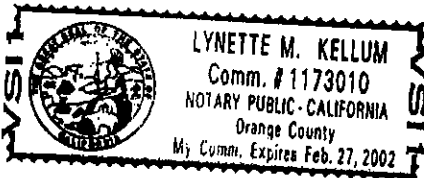
On this 20th day of AUGUST, A.D. 2001, before me personally appeared DAVID C. TALICHET, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of Stockton Restaurant Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 20th day of AUGUST, A.D. 2001.

(SEAL)

My Commission Expires 2-27-02

Lynette M. Kellum
Notary Public.



Address: 8191 E. Kaiser Blvd.
Anaheim, CA 92808

STATE OF _____
COUNTY OF _____) ss.

(Certificate of Recording)

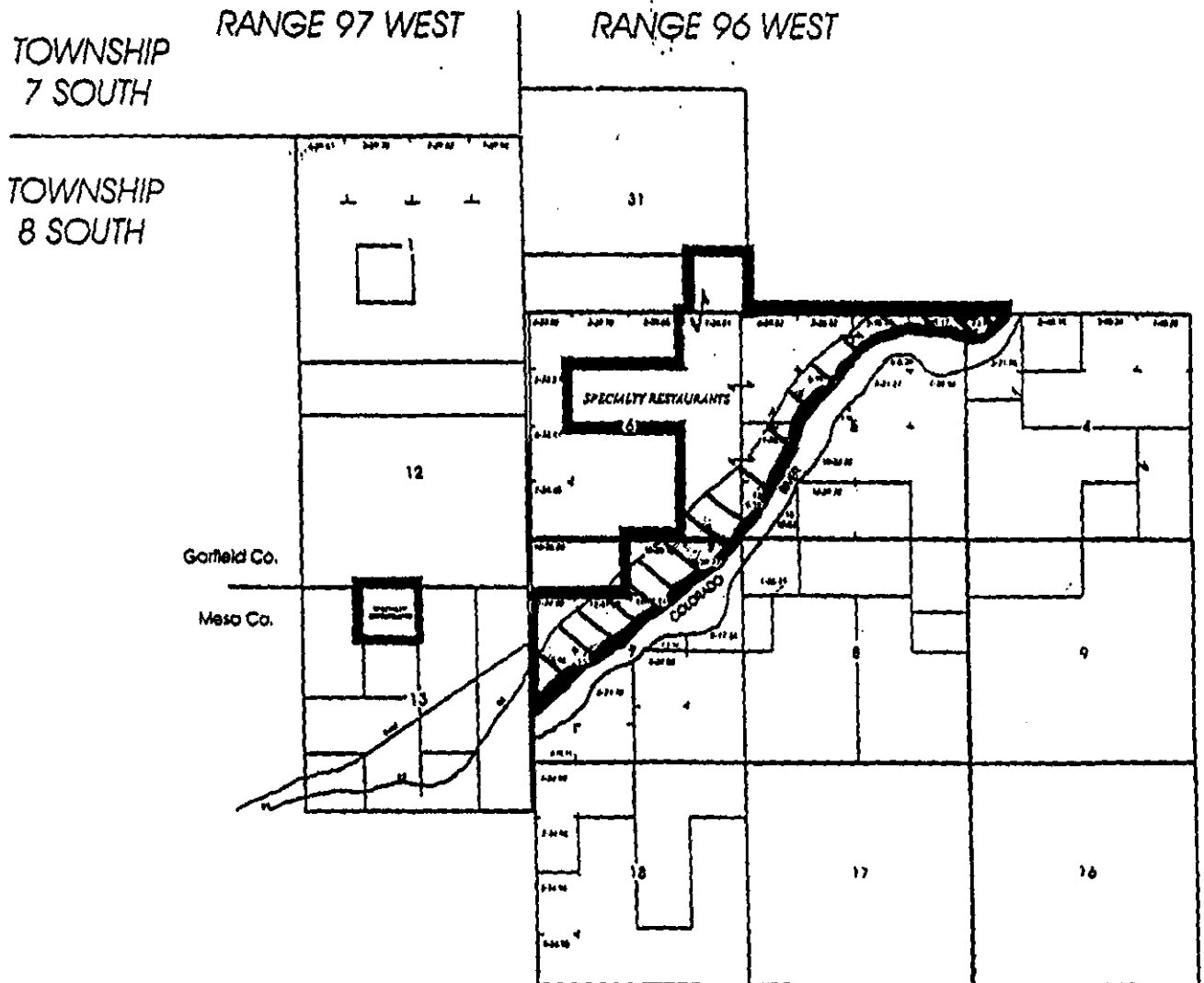
This instrument was filed for record on the _____ day of _____, 2001, at _____ o'clock _____ M
and recorded in Book _____ at Page _____ of the records of this office.

County Clerk
Register of Deeds

BY _____
Deputy

EXHIBIT "A"

This exhibit is attached to and made a part of that certain oil and gas lease, dated August 1, 2001, by and between Specialty Restaurants Corporation, a California corporation, and Stockton Restaurant Corporation, a California corporation, Lessors and El Paso Production Oil & Gas Company, Lessee.



SPECIALTY RESTAURANTS CORPORATION:

STOCKTON RESTAURANT CORPORATION:

By: _____

By: _____

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that **Specialty Restaurants Corporation, a California corporation, and Stockton Restaurant Corporation, a California corporation**, both of whose address is 8191 East Kaiser Boulevard, Anaheim, California 92808 ("Lessor") and **EnCana Oil & Gas (USA) Inc.**, whose address is 370 - 17th Street, Suite 1700, Denver, Colorado 80202 ("Lessee") have entered into and executed a certain Oil and Gas Lease (the "Lease"), dated January 1, 2007, under the terms of which Lessor has leased and let to Lessee the exclusive right to explore, drill for, develop, produce, operate and remove oil and gas in and under the following described lands (the "Leased Premises") situated in Garfield and Mesa Counties, Colorado, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

The Leased Premises are deemed to contain 606.57 acres, more or less.

The Lease has a primary term of three (3) years. The Lease may be extended beyond the primary term under certain terms and conditions more specifically set forth in the Lease.

The purpose of this Memorandum is to provide record notice of the interest of Lessee in and under the Lease. Any right, title or interest in and to the Leased Premises acquired by any party subsequent to the date of recordation hereof shall be subject to the terms, provisions and conditions of the Lease and the rights and interests of the Lessee thereunder.

Executed copies of the Lease are in the possession of Lessee and Lessor at the respective addresses provided hereinabove.

Executed this 4th day of January, 2007.

Specialty Restaurants Corporation

By: David C. Tallichet
David C. Tallichet
Chief Executive Officer
~~BOARD MEMBER~~
Stockton Restaurant Corporation

By: David C. Tallichet
David C. Tallichet
Chief Executive Officer
~~BOARD MEMBER~~

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

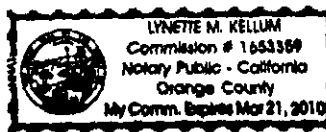
The foregoing instrument was acknowledged before me this 4th day of January, 2007, by David C. Tallichet, Chief Executive Officer of Specialty Restaurants Corporation, a California corporation.

Witness my hand and official seal.

My Commission Expires 3-21-10

Lynette M. Kellum
Notary Public

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

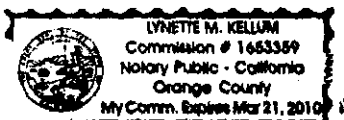


The foregoing instrument was acknowledged before me this 4th day of January, 2007, by David C. Tallichet, Chief Executive Officer of Stockton Restaurant Corporation, a California corporation.

Witness my hand and official seal.

My Commission Expires 3-21-10

Lynette M. Kellum
Notary Public



Robert F. Hoinghaus
P. O. Box 152
Austin, CO 81410

Reception #: 715465
01/18/2007 04:52:46 PM B:1885 P:0686 Jean Alberico
1 of 4 Rec Fee: \$21.00 Doc Fee 0.00 GARFIELD COUNTY CO

Hoinghaus

EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Oil and Gas Lease dated January 1, 2007, by and between Specialty Restaurants Corporation, a California corporation, and Stockton Restaurant Corporation, a California corporation, as Lessor, and EnCana Oil & Gas (USA) Inc., as Lessee.

LEASED PREMISES:

Tract 1 (Parcels 1 and 2 from WD 1226/677 as shown on Pages 680 and 681)

All those portions of the following described properties (letters a through h) lying Southerly of the Southerly right of way of Highway 6 and 24:

a. Township 7 South, Range 96 West, 6th P.M.
Section 32: E2SW

b. Township 8 South, Range 96 West, 6th P.M.
Section 4: Lot 4(2.79)

Except that part of the above described lands which is described in Book 181 at Page 186, of the records of Garfield County, Colorado; and Except that portion conveyed to the State Department of Highways in instrument recorded September 6, 1983 in Book 634 at Page 802;

c. Township 8 South, Range 96 West, 6th P.M.
Section 5: Lots 1(10.12), 2(18.47), and 3(38.32)

d. Township 8 South, Range 96 West, 6th P.M.
Section 5: That part of Lots 4(39.53) and 5(19.38) and of the SWNW described as follows:

Beginning at the Northwest Corner of said Lot 4, thence South 29° 04' East 3120.06feet to the bank of the Colorado River, thence Northeasterly along the Easterly line of said Lot 5 to the Northeast Corner thereof; thence West along the North line of said Lot 5 to the Northwest Corner thereof; thence North along the East line of said Lot 4 to the Northeast Corner thereof; thence West along the North line of said Lot 4, to the Point of Beginning.

e. Township 8 South, Range 96 West, 6th P.M.
Section 5: All of Lots 11(35.78) and 12(9.19), Lot 4(39.53) and the SWNW, except those portions of Lot 4(39.53) and said SWNW included in the following described parcel:

A tract of land in Lots 3, 4 and 5, and SWNW of said Section 5, described as beginning on the Northwest Corner of said Section 5, thence South 30° 00' East 3010 feet; thence North 88° 36' East 338 feet; thence North 00° 47' West 200 feet; thence North 53° 00' East 300 feet; thence North 37° 01' East 334 feet; thence North 40° 24' East 328 feet; thence North 04° 56' West 171 feet; thence North 33° 01' East 530 feet; thence North 49° 51' West 1768 feet; thence South 88° 43' West 1385 feet to the Point of Beginning;

f. Township 8 South, Range 96 West, 6th P.M.
Section 6: E2SE, S2NE, NENE

g. Township 8 South, Range 96 West, 6th P.M.
Section 7: Lots 2(24.80), 3(9.46), 9(20.77), 10(39.15), 11(10.74), 12(37.60), 13(2.51)

h. Township 8 South, Range 97 West, 6th P.M.
Section 13: NENW, LESS AND EXCEPT that parcel of land as described in Deed recorded May 28, 1982 in Book 1374 at Page 692, Mesa County Official Records.

Tract 2 (Part of Parcel B from WD 1226/692)

Township 8 South, Range 96 West, 6th P.M.

Section 6: Those parts of the following described parcel lying within the SENW, S2NE and NENE of said Section 6:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of Section 6 bears North 73° 10' 30" East 1568.55 feet;
thence South 00° 00' 00" East 1613.78 feet; thence along the Northerly right of way of State Highway No. 6 & 24 the following two (2) courses:
South 55° 30' 00" West 111.47 feet;
thence along the arc of a curve to the right 1066.31 feet, said curve having a central angle of 10° 54' 00", a radius of 5605.00 feet, the chord of which bears South 60° 57' 00" West 1064.70 feet; thence North 10° 23' 51" West 1223.74 feet; thence along the Southerly right of way of Interstate Highway No. 70 the following four (4) courses:
North 41° 12' 29" East 588.78 feet;
thence along the arc of a curve to the right 782.62 feet, said curve having a central angle of 22° 38' 12", a radius of 1980.88 feet, the chord of which bears North 54° 57' 53" East 777.54 feet to the centerline of a 40 foot wide access easement;
thence along the arc of a curve to the right 40.62 feet, said curve having a central angle of 01° 10' 29", a radius of 1980.88 feet, the chord of which bears North 66° 52' 14" East 40.62 feet;
thence North 64° 55' 13" East 200.50 feet to the Point of Beginning.

Tract 3 (Part of Parcel C from WD 1226/692)

Townships 7 and 8 South, Range 96 West, 6th P.M.

Those parts of the following described parcel lying within the S2NE and NENE of Section 6 in Township 8 South, and lying within the SESE of Section 31 in Township 7 South, of said Range:


Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of Section 6 bears South 89° 23' 07" East 474.86 feet;
thence South 00° 00' 00" East 1367.34 feet; thence along the Northerly right of way of State Highway No. 6 & 24 the following five (5) courses:
South 55° 30' 00" West 121.30 feet to the centerline of a 40 foot access easement;
thence South 55° 30' 00" West 463.22 feet;
thence North 37° 57' 36" West 34.00 feet;
thence South 51° 56' 58" West 548.00 feet;
thence South 55° 30' 00" West 121.13 feet;
thence North 00° 00' 00" East 1613.78 feet;
thence along the Southerly right of way of Interstate Highway No. 70 the following two (2) courses:
North 64° 55' 12" East 388.07 feet;
thence North 66° 25' 25" East 736.57 feet to the Point of Beginning.

Tract 4 (Parcel D from WD 1226/692)

Townships 7 and 8 South, Range 96 West, 6th P.M.

A parcel of land situate within a portion of Sections 5 and 6, Township 8 South, Sections 31 and 32 of Township 7 South, Range 96 West, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of said Section 6 bears South 54° 36' 00" West 953.44 feet;
thence South 00° 56' 14" West 1042.49 feet; thence along the Northerly right of way of State Highway No. 6 & 24 South 55° 30' 00" West 1539.88 feet;
thence North 00° 00' 00" East 1367.34 feet;
thence along the Southerly right of way of Interstate Highway No. 70 the following two (2) courses:
North 66° 25' 24" East 515.86 feet;
thence North 66° 22' 19" East 850.51 feet to the Point of Beginning.



Tract 5 (Parcel E from WD 1226/692)

Townships 7 and 8 South, Range 96 West, 6th P.M.

A parcel of land situate within a portion of Section 32, Township 7 South and Section 5, Township 8 South, Range 96 West, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of said Section 6 bears South 62° 37' 20" West 2974.28 feet; thence South 00° 56' 14" East 581.97 feet; thence along the Northerly right of way of State Highway No. 6 & 24 South 55° 30' 00" West 2252.60 feet; thence North 00° 56' 14" West 1042.49 feet; thence along the Southerly right of way of Interstate Highway No. 70 North 66° 22' 19" West 2034.52 feet to the Point of Beginning.

Additional Lands

In addition to the specific lands described as Tracts 1 through 5, above, the Leased Premises are to include all riparian and littoral rights of Lessor, including any meander lands and lands derived by accretions; and all other contiguous lands, including streets, county roads, highways, rights-of-way, and easements lying in, across, or adjacent to the Leased Premises that in any way appertain to the Leased Premises and which may be owned by or claimed by Lessor, whether or not same are specifically described hereinabove.

Signed for Identification:

Specialty Restaurants Corporation

By: David Tallichet
David C. Tallichet
~~Chief Executive Officer~~
BOARD MEMBER

Stockton Restaurant Corporation

By: David Tallichet
David C. Tallichet
~~Chief Executive Officer~~
BOARD MEMBER

Reception #: 718468
1/18/2007 04:52:47 PM B:1885 P:0690 Jean Riberico
of 7 Rec Fee: \$36.00 Doc Fee: 0.00 GARFIELD COUNTY CO

**MEMORANDUM OF MASTER SURFACE USE AGREEMENT
AND GRANT OF EASEMENT AND RIGHT OF WAY**

KNOW ALL MEN BY THESE PRESENTS, that **Specialty Restaurants Corporation**, a California corporation, and **Stockton Restaurant Corporation**, a California corporation, both of whose address is 8191 East Kaiser Boulevard, Anaheim, California 92808 ("Specialty") and **EnCana Oil & Gas (USA) Inc.**, whose address is 370 - 17th Street, Suite 1700, Denver, Colorado 80202 ("EnCana") have entered into and executed a certain **Master Surface Use Agreement and Grant of Easement and Right of Way** (the "Agreement"), dated effective January 1, 2007, under the terms of which Specialty has granted and conveyed unto EnCana, its agents, employees and assigns, certain rights to enter and use the Property described on Exhibit A (the "Property"), attached hereto and made a part hereof, together with certain easements and rights of way for the purposes set forth in the Agreement, which include, but are not limited to, the constructing, maintaining, operating and reclaiming of well site locations, well pads, pipelines, tank batteries and roads; and EnCana has agreed to certain provisions regarding its use of the Property and has agreed to pay Specialty certain consideration and compensation for its use of the Property; all as more specifically set out in the Agreement.

The purpose of this Memorandum is to provide record notice of the existence of the Agreement. Any right, title or interest in and to the Property acquired by any party subsequent to the date of recordation hereof shall be subject to the terms, provisions and conditions of the Agreement and the rights and interests of EnCana thereunder.

Executed copies of the Agreement are in the possession of Specialty and EnCana at the respective addresses provided hereinabove.

Executed this 4th day of January, 2007.

Specialty Restaurants Corporation

By: David C. Tallichet
David C. Tallichet
Chief Executive Officer
BOARD MEMBER

EnCana Oil & Gas (USA) Inc.

By: Douglas W. Jones MRS
Douglas W. Jones GAC
Attorney-in-Fact BNG

Stockton Restaurant Corporation

By: David C. Tallichet
David C. Tallichet
Chief Executive Officer
BOARD MEMBER

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

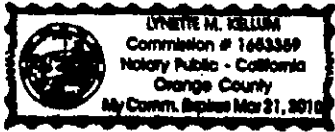
The foregoing instrument was acknowledged before me this 4th day of January, 2007, by David C. Tallichet, Chief Executive Officer of Specialty Restaurants Corporation, a California

corporation.

Witness my hand and official seal.

My Commission Expires: 3-21-10

Lynette M. Kellum
Notary Public



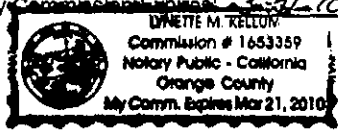
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

The foregoing instrument was acknowledged before me this 4th day of January, 2007, by David C. Tallichet, Chief Executive Officer of Stockton Restaurant Corporation, a California corporation.

Witness my hand and official seal.

My Commission Expires: 3-21-10

Lynette M. Kellum
Notary Public



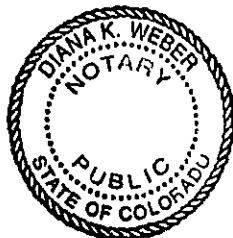
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me on this 12th day of January, 2007, by Douglas W. Jones, Attorney-in-Fact for EnCana Oil & Gas (USA) Inc.

Witness my hand and official seal.

My Commission Expires: 6/23/09

Diana K. Weber
Notary Public



My Commission Expires 06/23/2009

[Handwritten mark]

EXHIBIT A

Attached to and made a part of that certain Memorandum of Master Surface Use Agreement and Grant of Easement and Right of Way dated January 1, 2007, by and between Specialty Restaurants Corporation, a California corporation, and Stockton Restaurant Corporation, a California corporation, (Specialty) and EnCana Oil & Gas (USA) Inc., (EnCana).

LANDS SUBJECT TO THIS AGREEMENT (the "PROPERTY")

All of the following lands situate in the Counties of Mesa and Garfield, Colorado, to wit:

Tract 1 (Parcel A from WD 1226/677)

Township 7 South, Range 96 West, 6th P.M.

A parcel of land in the E2 of Section 32 and the W2 and NWNE of Section 33, more particularly described as follows:

Beginning on the South right of way for Interstate 70, Project No. I 70-1(45)Sec 8, at its intersection with the West line of the E2 of said Section 32, said point being South 00° 56' 18" East 8.69 feet from the C-S 1/16 Corner of said Section 32;

Thence along said right of way the following 13 courses:

1. North 66° 25' 51" East 270.16 feet;
2. North 68° 22' 46" East 625.11 feet;
3. North 52° 51' 05" East 530.71 feet;
4. North 37° 08' 21" East 625.69 feet;
5. North 39° 09' 06" East 511.86 feet;
6. North 40° 40' 59" East 587.87 feet;
7. Along a non-tangent curve to the right having a radius of 3669.72 feet, a central angle of 13° 32' 13", an arc length of 867.03 feet, the chord of which bears North 50° 23' 43" East 865.01 feet;
8. North 60° 13' 24" East 587.77 feet;
9. North 61° 44' 06" East 522.83 feet;
10. North 61° 29' 09" East 241.75 feet;
11. North 69° 57' 36" East 565.71 feet;
12. North 84° 25' 37" East 745.31 feet;
13. Along a non-tangent curve to the right having a radius of 458.37 feet, a central angle of 37° 43' 37", an arc length of 301.82 feet, the chord of which bears South 66° 02' 54" East 296.40 feet to the North right of way for Highway 6 & 24, Project No. F 001-1(3);
thence along said right of way South 55° 29' 00" West 6942.16 feet to the West line of the E2 of said Section 32; thence along said West line North 00° 56' 18" West 581.23 feet to the Point of Beginning.

Tract 2 (Parcel B from WD 1226/677)

Township 7 South, Range 96 West, 6th P.M.

A parcel of land in the E2 of Section 32 and the W2 of Section 33, more particularly described as follows:

Beginning at the Quarter Corner for said Section 32 and Section 5, T8S, R96W; thence along the West line of the E2 of said Section 32, North 00° 56' 18" West 493.82 feet to the South right of way for Highway 6 & 24, Project No. F 001-1(3);

Thence along said right of way the following 9 courses:

1. North 55° 29' 00" East 964.38 feet;
2. North 69° 31' 10" East 103.08 feet;
3. North 55° 29' 00" East 300.00 feet;
4. North 41° 26' 50" East 103.08 feet;
5. North 55° 29' 00" East 2800.00 feet;
6. North 69° 31' 10" East 103.08 feet;
7. North 55° 29' 00" East 300.00 feet;
8. North 41° 26' 50" East 103.08 feet;

9. North 55° 29' 00" East 1633.70 feet to the Northerly right of way for the Denver and Rio Grande, Western Railroad;

Thence along said railroad right of way for the following 4 courses:

1. Along a non-tangent curve to the left having a radius of 2964.94 feet, a central angle of 10° 11' 07", an arc length of 527.07 feet, the chord of which bears South 39° 53' 39" West 526.38 feet;
2. South 34° 28' 00" West 101.16 feet;
3. South 34° 08' 00" West 2901.97 feet to the Southerly line of a County Road right of way described in Book 181 at Page 185;
4. Along said road right of way, along a curve to the right having a radius of 2894.93 feet, a central angle of 43° 22' 56", an arc length of 2191.93 feet, the chord of which bears South 55° 49' 28" West 2139.94 feet to the South line of the E2 of said Section 32;

Thence along said South line South 88° 55' 00" West 1470.31 feet to the Point of Beginning.

Tract 3 (Parcel C from WD 1226/677)

Township 7 South, Range 96 West, 6th P.M.

A parcel of land in portions of Sections 32, 33, and 28, more particularly described as follows:

Beginning at the corner for said Sections 32 and 33 and Sections 4 and 5, Township 8 South, Range 96 West; thence along the South line of the E2 of said Section 32, South 88° 55' 00" West 222.18 feet to the Southerly right of way for the Denver and Rio Grande, Western Railroad;

Thence along said right of way the following 11 courses:

1. Along a non-tangent curve to the left having a radius of 1532.68 feet, a central angle of 27° 31' 13", an arc length of 736.18 feet, the chord of which bears North 49° 35' 07" East 729.12 feet;
2. North 34° 58' 01" East 127.94 feet;
3. North 34° 08' 00" East 3498.67 feet;
4. North 34° 28' 00" East 98.83 feet;
5. Along a non-tangent curve to the right having a radius of 2764.94 feet, a central angle of 06° 16' 38", an arc length of 302.92 feet, the chord of which bears North 37° 56' 24" East 302.78 feet to the West line of Lot 2 in said Section 33;
6. Along said West line North 00° 30' 00" West 74.51 feet;
7. Along a non-tangent curve to the right having a radius of 2814.94 feet, a central angle of 12° 36' 08", an arc length of 619.14 feet, the chord of which bears North 48° 30' 51" East 617.90 feet;
8. North 55° 09' 00" East 99.42 feet;
9. North 55° 29' 00" East 2164.48 feet to the North line of said Section 33;
10. Along said North line North 89° 23' 32" East 89.63 feet;
11. North 55° 29' 00" East 283.11 feet to the East line of said Section 28;

Thence leaving said railroad right of way along said East line South 01° 57' 23" East 157.98 feet to the corner for Sections 27, 28, 33 and 34;

Thence along the East line of said Section 33, South 00° 01' 53" East 769.37 feet to the Northeast corner of that parcel described in Book 590 at Page 643;

Thence along the said parcel South 88° 50' 06" West 786.00 feet;

Thence continuing along the said parcel South 00° 01' 53" East 300.00 feet;

Thence continuing along the said parcel North 88° 50' 06" East 786.00 feet to the East line of said Section 33;

Thence along said East line South 00° 01' 53" East 300.00 feet to the North 1/16 corner between Sections 33 and 34;

Thence along that line described in Book 67 at Page 132, South 17° 44' 55" West 1085.70 feet to the centerline of the Colorado River as agreed to in Book 602 at Page 964;

Thence along said centerline the following 9 courses:

1. North 69° 04' 13" West 1170.74 feet;
2. South 85° 15' 21" West 324.97 feet;
3. South 59° 20' 30" West 316.71 feet;
4. South 48° 53' 02" West 337.31 feet;

5. South 20° 46' 48" West 328.61 feet;
6. South 11° 57' 01" West 859.10 feet;
7. South 64° 03' 25" West 1512.73 feet;
8. South 12° 05' 25" West 508.82 feet;
9. South 18° 08' 35" East 79.95 feet to the meander line of the Colorado River;

Thence along the meander line South 34° 48' 19" West 960.63 feet to the South line of Section 33; thence along said South line South 89° 01' 48" West 714.44 feet to the Point of Beginning.

Tract 4 (Parcel D from WD 1226/677)

Township 7 South, Range 96 West, 6th P.M.

Section 33: That real property situate in the County of Garfield, State of Colorado, described as follows:

Commencing at the Southeast corner of the NENE; thence Westerly along the South line of said NENE 786 feet; thence North 00° 01' 28" West 300 feet to the True Point of Beginning;

Thence Easterly and parallel to said South line 786 feet; thence North 00° 01' 28" West 300 feet; thence Westerly and parallel to said South line 786 feet; thence South 00° 01' 28" East to the True Point of Beginning.

Tract 5 (Parcels 1 and 2 from WD 1226/677 as shown on Pages 680 and 681)

All those portions of the following described properties (letters a through i) lying Southerly of the Southerly right of way of Highway 6 and 24:

a. Township 7 South, Range 96 West, 6th P.M.
Section 32: E2SW

b. Township 8 South, Range 96 West, 6th P.M.
Section 4: Lot 4,

Except that part of the above described lands which is described in Book 181 at Page 186, of the records of Garfield County, Colorado; and
Except that portion conveyed to the State Department of Highways in instrument recorded September 6, 1983 in Book 634 at Page 802;

c. Township 8 South, Range 96 West, 6th P.M.
Section 5: Lots 1, 2, and 3

d. Township 8 South, Range 96 West, 6th P.M.
Section 5: That part of Lots 4 and 5 and of the SWNW described as follows:

Beginning at the Northwest Corner of said Lot 4, thence South 29° 04' East 3120.06 feet to the bank of the Colorado River; thence Northeasterly along the Easterly line of said Lot 5 to the Northeast Corner thereof; thence West along the North line of said Lot 5 to the Northwest Corner thereof; thence North along the East line of said Lot 4 to the Northeast Corner thereof; thence West along the North line of said Lot 4, to the Point of Beginning.

e. Township 8 South, Range 96 West, 6th P.M.
Section 5: All of Lots 11 and 12, Lot 4 and the SWNW, except those portions of Lot 4 and said SWNW included in the following described parcel:

A tract of land in Lots 3, 4 and 5, and SWNW of said Section 5, described as beginning on the Northwest Corner of said Section 5, thence South 30° 00' East 3010 feet;
thence North 88° 36' East 338 feet;
thence North 00° 47' West 200 feet;
thence North 53° 00' East 300 feet;
thence North 37° 01' East 334 feet;
thence North 40° 24' East 328 feet;
thence North 04° 56' West 171 feet;
thence North 33° 01' East 530 feet;

thence North 49° 51' West 1768 feet;
thence South 88° 43' West 1385 feet to the Point of Beginning;

- f. Township 8 South, Range 96 West, 6th P.M.
Section 6: ALL
- g. Township 8 South, Range 96 West, 6th P.M.
Section 7: Lots 2, 3, 9, 10, 11, 12, 13 and NENW
- h. Township 8 South, Range 97 West, 6th P.M.
Section 12: S2SE, that portion of the SW4 lying Easterly of the East right of way of Interstate 70.
- i. That portion of the following described property lying Southerly and Easterly of the Southerly right of way of Highway 6 and 24:
Township 8 South, Range 97 West, 6th P.M.
Section 13: NE4, N2SE, NENW, LESS AND EXCEPT that parcel of land as described in Deed recorded May 28, 1982 in Book 1374 at Page 692, Mesa County Official Records.

Tract 6 (Parcel B from WD 1226/692)

Township 8 South, Range 96 West, 6th P.M.

Section 6: A parcel of land situate within a portion of Section 6, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of Section 6 bears North 73° 10' 30" East 1568.55 feet;
thence South 00° 00' 00" East 1613.78 feet; thence along the Northerly right of way of State Highway No. 6 & 24 the following two (2) courses:
South 55° 30' 00" West 111.47 feet;
thence along the arc of a curve to the right 1066.31 feet, said curve having a central angle of 10° 54' 00", a radius of 5605.00 feet, the chord of which bears South 60° 57' 00" West 1064.70 feet; thence North 10° 23' 51" West 1223.74 feet; thence along the Southerly right of way of Interstate Highway No. 70 the following four (4) courses:
North 41° 12' 29" East 588.78 feet;
thence along the arc of a curve to the right 782.62 feet, said curve having a central angle of 22° 38' 12", a radius of 1980.88 feet, the chord of which bears North 54° 57' 53" East 777.54 feet to the centerline of a 40 foot wide access easement;
thence along the arc of a curve to the right 40.62 feet, said curve having a central angle of 01° 10' 29", a radius of 1980.88 feet, the chord of which bears North 66° 52' 14" East 40.62 feet;
thence North 64° 55' 13" East 200.50 feet to the Point of Beginning.

Tract 7 (Parcel C from WD 1226/692)

Townships 7 and 8 South, Range 96 West, 6th P.M.

A parcel of land situate within a portion of Section 6 of Township 8 South, and Section 31 of Township 7 South, Range 96 West, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of Section 6 bears South 89° 23' 07" East 474.86 feet;
thence South 00° 00' 00" East 1367.34 feet; thence along the Northerly right of way of State Highway No. 6 & 24 the following five (5) courses:
South 55° 30' 00" West 121.30 feet to the centerline of a 40 foot access easement;
thence South 55° 30' 00" West 463.22 feet;
thence North 37° 57' 36" West 34.00 feet;
thence South 51° 56' 58" West 548.00 feet;
thence South 55° 30' 00" West 121.13 feet;
thence North 00° 00' 00" East 1613.78 feet;
thence along the Southerly right of way of Interstate Highway No. 70 the following two (2) courses:
North 64° 55' 12" East 388.07 feet;
thence North 66° 25' 25" East 736.57 feet to the Point of Beginning.

Tract 8 (Parcel D from WD 1226/692)

Townships 7 and 8 South, Range 96 West, 6th P.M.

A parcel of land situate within a portion of Sections 5 and 6, Township 8 South, Sections 31 and 32 of Township 7 South, Range 96 West, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of said Section 6 bears South 54° 36' 00" West 953.44 feet; thence South 00° 56' 14" West 1042.49 feet; thence along the Northerly right of way of State Highway No. 6 & 24 South 55° 30' 00" West 1539.88 feet; thence North 00° 00' 00" East 1367.34 feet; thence along the Southerly right of way of Interstate Highway No. 70 the following two (2) courses:
North 66° 25' 24" East 515.86 feet;
thence North 66° 22' 19" East 850.51 feet to the Point of Beginning.

Tract 9 (Parcel E from WD 1226/692)

Townships 7 and 8 South, Range 96 West, 6th P.M.

A parcel of land situate within a portion of Section 32, Township 7 South and Section 5, Township 8 South, Range 96 West, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Interstate Highway No. 70 whence the Northeasterly Corner of said Section 6 bears South 62° 37' 20" West 2974.28 feet; thence South 00° 56' 14" East 581.97 feet; thence along the Northerly right of way of State Highway No. 6 & 24 South 55° 30' 00" West 2252.60 feet; thence North 00° 56' 14" West 1042.49 feet; thence along the Southerly right of way of Interstate Highway No. 70 North 66° 22' 19" West 2034.52 feet to the Point of Beginning.

Additional Lands

In addition to the specific lands described as Tracts 1 through 9, above, the Property subject to this agreement is to include all riparian and littoral rights of Specialty, including any meander lands and lands derived by accretions; and all other contiguous lands, including streets, county roads, highways, rights-of-way, and easements lying in, across, or adjacent to the Property that in any way appertain to the Property and which may be owned by or claimed by Specialty, whether or not same are specifically described hereinabove.

Signed for Identification:

Specialty Restaurants Corporation

By: David Tallichet
David C. Tallichet
Chief Executive Officer

Stockton Restaurant Corporation

By: David Tallichet
David C. Tallichet
Chief Executive Officer

Reception #: 753583
08/05/2008 10:13:23 AM Jean Alberico
1 of 4 Rec Fee: \$21.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Division: Western
Easement Location: 101 County Road 300
Parachute, CO (Electric Distr.)

ROW Agent: Dennis Hansen
Description Author: Wasatch Surveying
Author Address: Evanston, WY

Doc. No.: 191163 E
Plat/Grid No.: SE/4- Sec.28 &
NE/4-Sec.35-T7S-R96W
W.O.J.O./CREG No.:

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17th Street, Denver, Colorado, 80202-5533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in SE¼SE¼ of Section 28 and the NE¼NE¼ of Section 33, Township 7 South, Range 96 West of the 6th Principal Meridian, County of Garfield, State of Colorado, the easement being described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

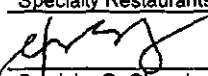
The easement is Ten (10) feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.


Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this 30th day of July, 2008.

GRANTOR:

Specialty Restaurants Corporation

By: John G. Ghuzzi
Title: President *VP & CFO*

Stockton Restaurant Corporation

By: John D. Tallichet
Title: President

STATE OF COLORADO)
 §
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this _____ day of July, 2008 by:

Witness my hand and official seal.

My commission expires: _____

Notary Public

RETURN TO:

Dennis Hansen
P.O. Box 4245
Grand Junction, CO 81502



Reception#: 753583
08/05/2008 10:13:23 AM Jean Alberico
2 of 4 Rec Fee:\$21.00 Doc Fee:0.00 GARFIELD COUNTY CO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE

On JULY 30, 2008 before me, LYNETTE M. KELLUM NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JOHN G. GAUZZI, V.P. & CEO
Name(s) of Signer(s)
OF SPECIALTY RESTAURANTS CORPORATION

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lynette M. Kellum
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Public Service Company of Colorado Easement

Document Date: 7-30-08 Number of Pages: _____

Signer(s) Other Than Named Above: JOHN D. TALLICHET

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



LEGAL DESCRIPTION

AN EASEMENT LOCATED IN THE SE1/4 SE1/4 OF SECTION 28 AND THE NE1/4 NE1/4 OF SECTION 33, T7S, R96W, 6TH P.M., GARFIELD COUNTY, COLORADO, THE BOUNDARY OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28 AND RUNNING THENCE
N 30°24'39" W, 133.86 FEET TO THE POINT OF BEGINNING, THE BASE BEARING FOR THIS SURVEY BEING S 01°50'42" E, 2739.30' FEET BETWEEN FOUND MONUMENTS AT THE SOUTHEAST CORNER OF SECTION 28, T7S, R96W AND THE EAST ONE-QUARTER CORNER OF SECTION 33, T7S, R96W, 6TH P.M.
THENCE S 3°46'53" E, 118.24 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 33, SAID POINT LYING N 87°34'40"E, 60.02 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE S 1°50'42" E, 876.75 FEET; THENCE S 88°09'18" W, 10.00 FEET;
THENCE N 1°50'42" W, 876.65 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 28, SAID POINT LYING N 87°34'40"E, 70.02 FEET FROM THE SOUTHEAST CORNER THEREOF;
THENCE N 3°46'53" W, 99.76 FEET; THENCE S 53°40'11" W, 11.44;
THENCE N 38°08'38" W, 10.00; THENCE N 53°40'11" E, 30.00 FEET TO THE POINT OF BEGINNING

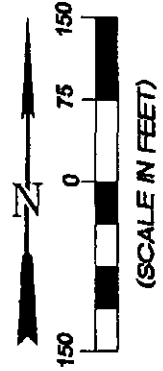
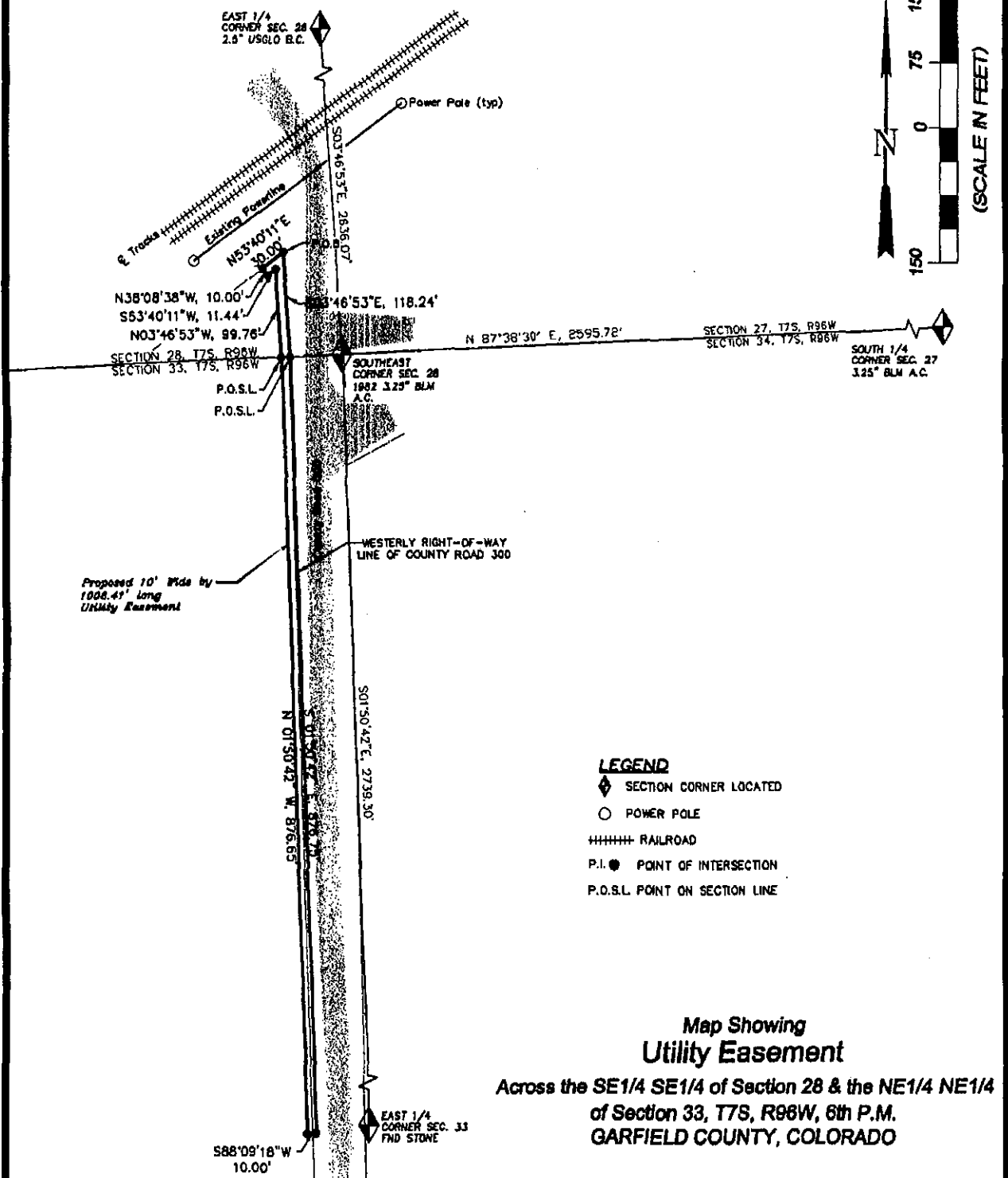
SAID EASEMENT CONTAINING 0.23 ACRES, MORE OR LESS.

BASIS OF BEARING

The base bearing for this survey is S 01°50'42" E, 2739.30' feet between found monuments at the Southeast Corner of Section 28, T7S, R96W and the East One-Quarter Corner of Section 33, T7S, R96W, 6th P.M.

Project No. 07-04-24		Scale: No Scale	SHEET 1 OF 2
Date Drawn: 6/30/08	Date Surveyed: 6/26/08	Licensee/Revision Date: 7/09/08	

Reception#: 753583
 08/05/2008 10:13:23 AM Jean Alberico
 4 of 4 Rec Fee:\$21.00 Doc Fee:0.00 GARFIELD COUNTY CO



- LEGEND**
- ◆ SECTION CORNER LOCATED
 - POWER POLE
 - HHHHH RAILROAD
 - P.I. ● POINT OF INTERSECTION
 - P.O.S.L POINT ON SECTION LINE

**Map Showing
 Utility Easement
 Across the SE1/4 SE1/4 of Section 28 & the NE1/4 NE1/4
 of Section 33, T7S, R96W, 6th P.M.
 GARFIELD COUNTY, COLORADO**

		Scale: 1" = 150'	SHEET
Project No.	07-04-24	Date Surveyed:	6/26/08
Date	6/30/08	Latest Revision Date:	7/09/08
			2 OF 2



Enterprise Gas Processing, LLC
Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 6- Need for Proposed Action 9-104 (E)

The purpose of this project is to construct additional gathering system pipelines that will allow for new natural gas wells to be connected to this system. This extension and laterals will connect to the existing EPCO- Marathon Gathering System project that was permitted by Garfield County in December 2008.

The transportation of this natural gas via pipeline is a critical process in delivering gas to the market system as is needed to keep up with the natural gas production curve of the natural gas gathering system.

As per the Garfield County Zoning Resolution section 9-102, Enterprise Gas Processing, LLC is required to apply for a Development Plan Review for Right-of-Way because the proposed pipeline is "greater than 12" in diameter and over two miles in length". The proposed pipeline exceeds the 12" diameter and 2 miles in length threshold.

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely

Phil Vaughan



Processing, LLC

nsion and Laterals- Development Plan Review for Right-of-Way Application

Tab 7- Regulatory Permit Requirements 9-104 (F)

	Permit Needed	Permit Status
Public Health Control Division	Colorado Discharge Permit System	The CDPS Permit was issued on May 13, 2008. Permit #COR-03D733. The Stormwater Management Plan and Permit is attached in Tab 21- Construction Management Plan.
Engineers	Nationwide Permit 12 for util. activity	Please find attached the Pre-construction notification dated 5/22/09 sent to the USACE.
Water Quality Control Commission and Laterals	Fugitive dust emissions	The Construction Permit application was submitted to the CDPHE on 5/29/09.

Colorado Department of Public Health and Environment-Water Quality
Control Commission

Construction Dewatering Waste
Permit. This permit was applic
5/26/09 by Enterprise. Please se
attached. This permit is for the
occur during the work not
Nationwide 12 permit.

Colorado Dept. of Transportation Access Permit
21 acre pipe yard
Highway 6&24

CDOT 307041 dated 4/5/07.

Garfield County Road & Bridge Access Permit
Garfield County Road 300
7 acre office/yard

Garfield County GRB08-D-77 is



Enterprise Products™

May 22, 2009

ENTERPRISE PRODUCTS PARTNERS LP
ENTERPRISE PRODUCTS OPERATING LLC

ENTERPRISE PRODUCTS GP, LLC, GENERAL PARTNER
ENTERPRISE PRODUCTS OLPGP, INC., SOLE MANAGER

Federal Express
8689 3258 5310

Ms. Sue Nall
U.S. Army Corp of Engineers
Colorado/Gunnison Basin Regulatory Office
400 Rood Avenue, Room 142
Grand Junction, CO 81501-2563

**RE: Nationwide Permit 12 Preconstruction Notification
Jackrabbit Extension and Laterals Natural Gas Pipeline
Garfield County, Colorado**

Dear Ms. Nall:

Please accept this Nationwide Permit 12 (NWP 12) Preconstruction Notification (PCN) to construct a pipeline scheduled for construction and installation Fall, 2009. Enterprise Products Operating LLC, (Enterprise) is providing this Preconstruction Notification to demonstrate due diligence in complying with Clean Water Act, Section 404 regulations, NWP 12 and the 2007 Colorado Regional Conditions Section a., as related to NWP 12 (Appendix B). The following information is provided to assist your office in determining the application of a Nationwide Permit 12 to this project.

Applicant: Enterprise Products Operating LLC
Contact: Mr. James G. White
Environmental Permitting
P.O. Box 4324, Houston Texas 77210
Phone (713)-381-1785

Project Location (Map - See Appendix A Pages 3-5):

General: 10 miles west of the Town of Parachute.
T/R/S: S13: T6S: R97W: SW¼SW¼
USGS Quad: Circle Dot Gulch (CO) 39108:E2:TF:024
Ownership: Private

Purpose / Need for Project: The proposed Jackrabbit Extension and Laterals Pipeline Project is a natural gas pipeline system that will gather and transport gas from various existing and proposed gas

See Attachment B, Colorado Final Regional Conditions for Revocation/ Special Notification Specific to Certain Geographic Areas for full text.

After field evaluations confirmed proximity of the spring point source to the Pipeline right-of-way (ROW), the pipeline has been moved down gradient and outside the 100 foot boundary. A minor impact is expected and the disturbance calculations are outlined in Table 1 below. During construction within the wetland boundary, Enterprise will implement all required NWP 12/ Colorado Regional Conditions of Approval guidelines. The impact to the wetlands has been reduced as much as is practicable by utilizing the following Best Management Practices (BMPs):

- Storm water BMPs will be implemented along wetland boundaries minimizing soil movements
- Soil horizons will be separated and stockpiled outside and away from the wetland boundary
- Equipment will be on mats reducing tracking impacts
- Construction will occur within the wetland boundary in a 48 hour timeframe
- Soil will be replaced according to proper horizon
- Revegetation will occur as soon as possible

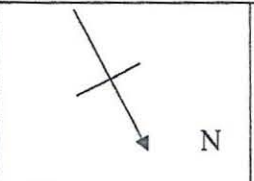
Project Description: (Typical plan view and cross-section is attached as Appendix C, Figures 1-2)

Table 1

Location # 1: T6S: R97W: S13: SW¼SW¼ Latitude: 39.51911° Longitude: -108.17730°

Brief Description and Type of Improvements: Project plans are proposing to install/construct a natural gas pipeline system in the Trail Ridge Gas Field.	
The location (X) will () will not be used exclusively by Enterprise. This is a () temporary (X) permanent action and () will (X) will not be subject to transfer.	
Project status (X) proposed () under construction () interim reclamation () Final reclamation ()	
Nationwide Permit Type:	#12 - Utility line Crossing (Description)
Type of Waters:	() Perennial () Ephemeral () Intermittent (X) Wetland delineation required Y
Area Affected:	6 Width' X 20 Length' / 43,560 ft/acre = 0.0028 Acres
Estimated temporary Fill (below OHWM):	6 Width' X 20 Length' X .5 Average Depth' / 27 = 2.22 Cubic Yards
Estimated permanent Fill (below OHWM):	0 Width' X 0 Length' X 0 Average Depth' / 27 = 0 Cubic Yards
Terms: Does this project meets the terms for a NWP Yes (X) No ()	
Permanent Structures (i.e. culvert, french drain) None	
Comments: Buried pipeline crossing of southern most portion of wetland	

Proposed crossing of unnamed wetland with the 20" Extension pipeline



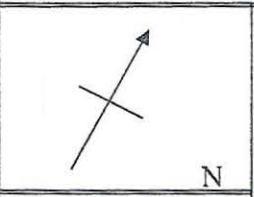
Date 05/06/09

Picture # 1

Unnamed Wetland
Lat: 39. 450521
Long:-107. 89877



Proposed crossing of unnamed wetland with the 20" Extension pipeline



Date 05/06/09

Picture # 2



General Permit Conditions (Based on 67 FR 2089-2094):

The conditions listed below (by location) appear to be applicable to activities within the scope of this Preconstruction Notice. Comments are provided to clarify applicability.

Condition	Comments
2. Proper Maintenance	Will be maintained to protect public safety and environment
3. Erosion/Sediment Controls	Maintain during construction, permanent stabilization post construction
5. Equipment	Mats will be used if working in wetland
6. Regional Conditions	PCN for perennial crossings
9. State 401 Certification	Plan view and Cross-section is attached
11. Endangered Species	See Table 2 Below
12. Historic Properties	None present due to existing historical disturbances
13. Notification	As applicable
14. Compliance Certification	Will be submitted upon project completion
21. Management of Flows	Channel will be temporarily flumed
24. Temporary Fills	Will be re-contoured to pre-existing conditions and stabilized
27. Construction Period	Complete within 12 months after expiration date of NWP

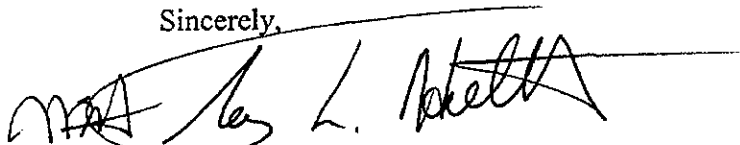
Table 2: U.S. Fish and Wildlife Service Listed and Candidate Species - Garfield County, Colorado¹
Updated: February 2008

SPECIES	SCIENTIFIC NAME	STATUS ²	HABITAT/ SPECIES PRESENT	LIKELY TO BE ADVERSELY AFFECTED
Bonytail	<i>Gila elegans</i>	E	N	N
Canada Lynx	<i>Lynx canadensis</i>	T	N	N
Colorado Pikeminnow	<i>Ptychocheilus lucius</i>	E	N	N
Humpback Chub	<i>Gila cypha</i>	E	N	N
Mexican Spotted Owl	<i>Strix occidentalis</i>	T	N	N
Razorback Sucker	<i>Xyrauchen texanus</i>	E	N	N
Yellow-billed Cuckoo	<i>Coccyzus americanus</i>	C	N	N
Debeque Phacelia	<i>Phacelia submutica</i>	C	N	N
Parachute Beardtongue	<i>Penstemon debilis</i>	C	N	N
Uinta Basin Hookless Cactus	<i>Sclerocactus glaucus</i>	T	N	N

Reclamation will occur as soon as is practicable post construction and consist of re-vegetating and implementing storm water BMPs as outlined in the Enterprise, Piceance Basin Gathering System Storm Water Management Plan (SWMP), Permit No. COR-03D733.

Should you have questions or require further information, please contact James White directly at 713-381-1785.

Sincerely,



Terry L. Hurlburt

APPENDIX A

Wetland Delineation and Preliminary Jurisdictional Determination
Section 13 Jackrabbit Pipeline Wetland Crossing

Prepared for: Enterprise Products Operating, LLC (EPCO)

Prepared by: WestWater Engineering May 2009

INTRODUCTION

WestWater Engineering (WWE) biologists were requested to perform a wetland delineation and preliminary jurisdictional determination with the Army Corps of Engineers on behalf of Enterprise Products Operating, LLC (EPCO). Pertinent information concerning this request follows:

Applicant: Enterprise Products Operating LLC, P.O. Box 4324, Huston Tx. 77210,
Phone (713) 381-6500

Property owner: Chevron, POC, Craig Tysse, 760 Horizon Drive #401, Grand Junction, CO
Phone (970) 285-9722, cell (970) 623-0418

Property Location: Sections 23, 24, and 13, Township 6 South, and Range 97 West. Ute PM
UTM 12s 742645E, 4378190N, NAD83

Project Site:

The project is located along a proposed pipeline alignment spanning across the ridgeline just south of McKay Gulch, 10 miles west of the Town of Parachute, Garfield County (Figure 1). On May 4, 2009 WestWater Biologists 2009 identified and delineated a wetland on the proposed pipeline alignment. The wetland is located on an unnamed tributary to Garden Gulch (Figure 2).

WETLAND DELINEATION

Delineation Methods – WestWater biologists performed a wetland delineation of the subject area on May 4, 2009. The wetland boundaries were identified on the basis of the vegetation, soils and hydrologic characteristics present at the site in accordance with Draft Interm Regional Supplement (Western Mountains, Valleys and Coast Region) to the Corps of Engineers Wetland Delineation Manual, December 2006. The wetland boundary delineation included identification of plant species, vegetation composition and structure. Soil borings (24 ± in. deep) were taken with an auger for observation of wetland soil indicators and hydrology. Soil horizons were examined for color, texture, and moisture characteristics. The wetland boundaries based on these

Table 1 Flag and Transect UTM Locations

Flag	Easting	Northing	Flag	Easting	Northing
B001	742618	4378144	B013	742684	4378210
B002	742627	4378153	B014	742674	4378204
B003	742632	4378164	B015	742665	4378197
B004	742639	4378173	B016	742656	4378192
B005	742641	4378181	B017	742645	4378190
B006	742643	4378172	B018	742640	4378192
B007	742649	4378176	B019	742629	4378186
B008	742649	4378181	B020	742629	4378176
B009	742657	4378189	B021	742625	4378166
B010	742667	4378194	B022	742621	4378157
B011	742676	4378201	B023	742616	4378146
B012	742686	4378206	B013	742684	4378210

* Transects for polygon "B" (TBW4 and TBU4) were located within 2 feet of Flag B4.

The hydrology for polygon B consists of two springs; one is near flag B-19 (Figure 3) and the other is upstream about 30m beyond the upper end of the delineation. A pipe runs from the lower spring to a stock tank below. The stock tank is located on the edge of the emergent wetland between flags B-05 through B-07. On the west end of the delineated area, the wetland appears to be wet meadow. As the wetland narrows at the east end, the wetland area becomes a small stream channel with fringe wetlands. The channel is about a foot wide with fringe wetlands on each side of the stream beginning just below the stock tank. This outlet stream is incised about 6-8 inches into the ground with vertical walls descending to the stream. Polygon B was approximately 0.174 acres of potential wetlands, addition wetlands occur up and down stream of this area. Soils and vegetation information are on the attached COE Data sheets.

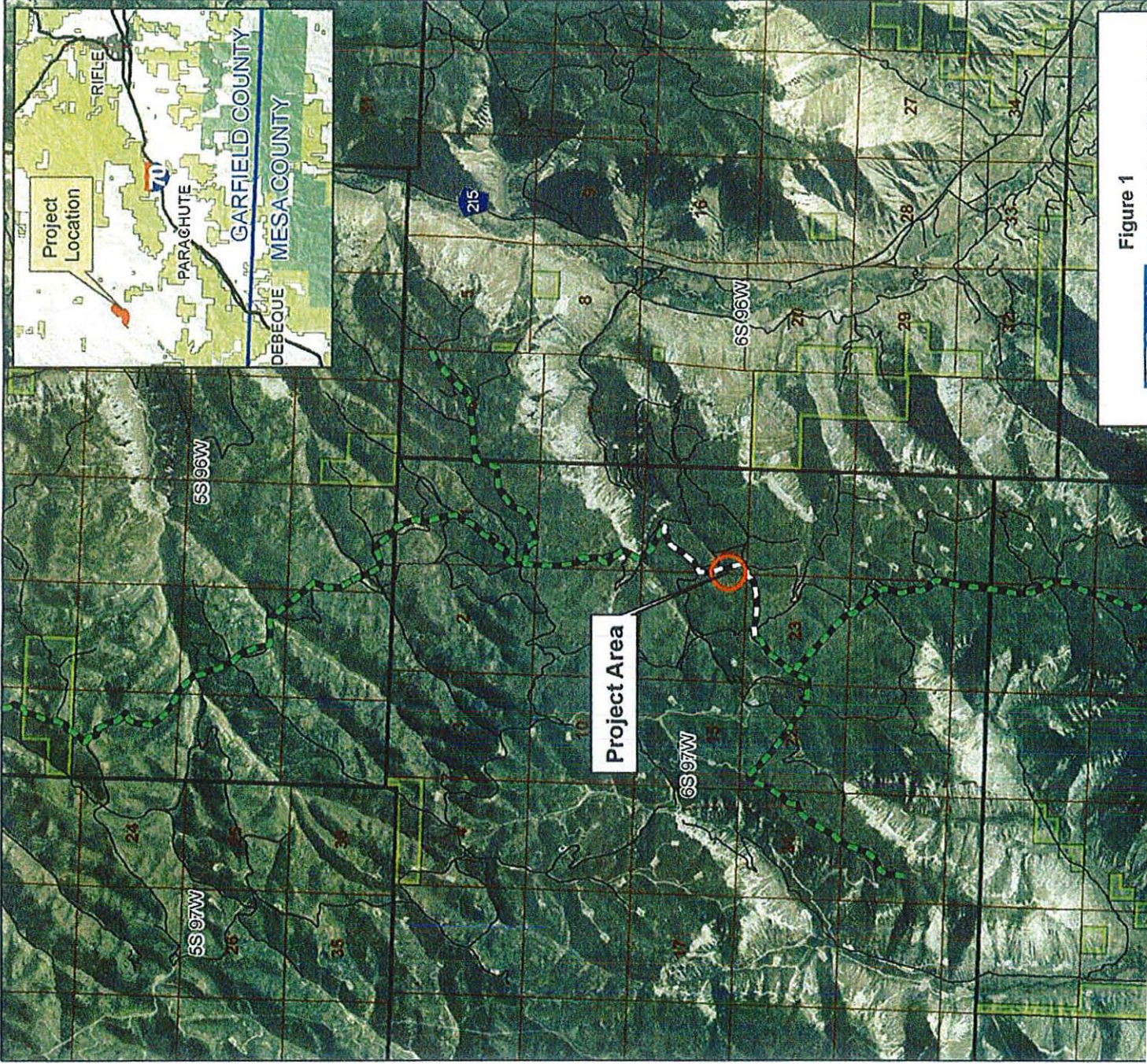


Figure 1
Estimote Pro

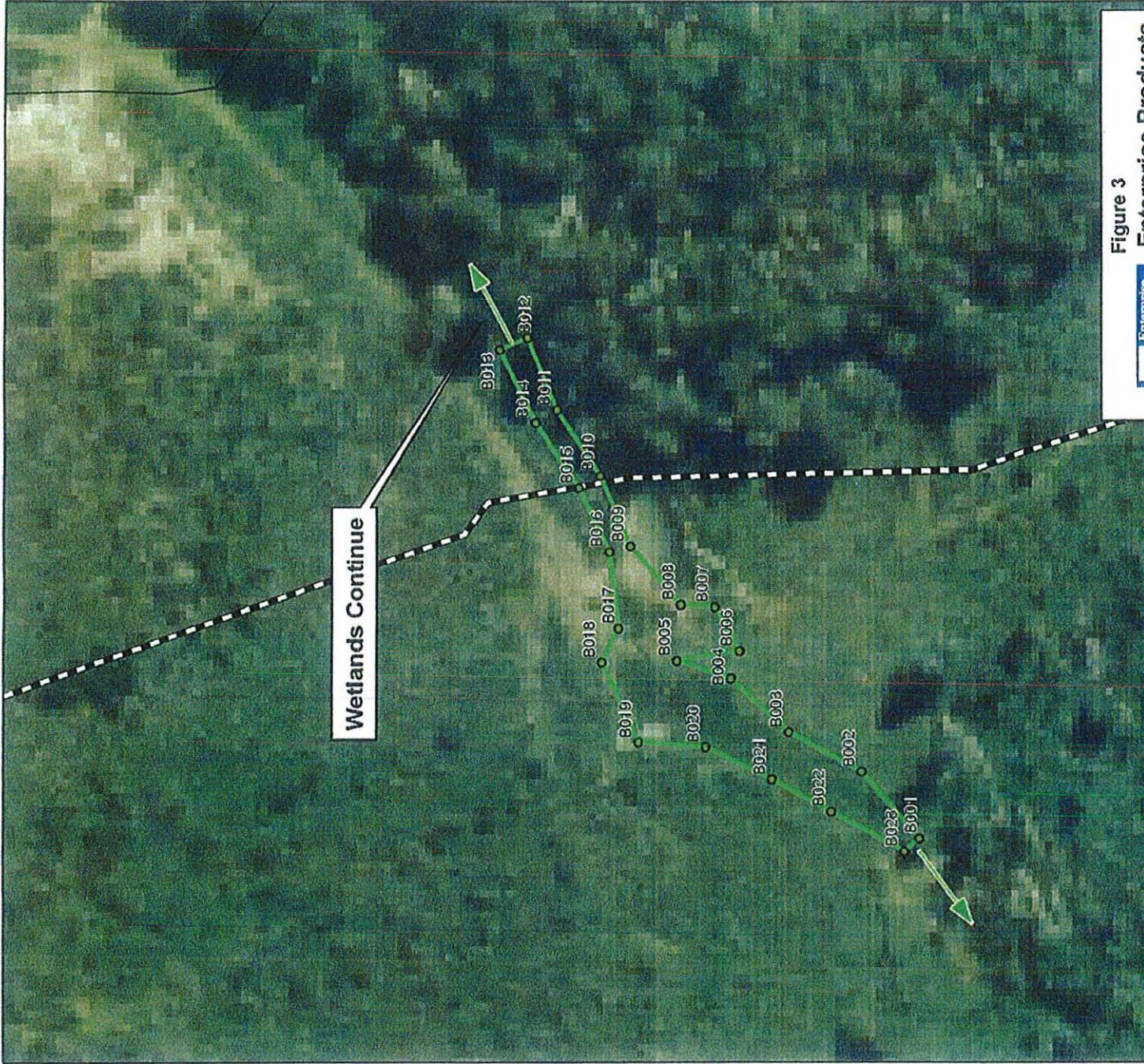


Figure 3
Enterprise Products



ATTACHMENT

**PRELIMINARY JURISDICTIONAL DETERMINATION FORM
BACKGROUND INFORMATION**

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD):

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:

Enterprise Products Operating, LLC, EPCO, Leonard Mullett, Senior VP Engineering, P.O. Box 4324, Huston Tx. 77210, Phone (713) 381-6500

C. DISTRICT OFFICE, FILE NAME, AND NUMBER:

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

The project is located along a proposed pipeline alignment spanning across the ridgeline just south of McKay Gulch, 10 miles west of the Town of Parachute, Garfield County. On May 4, 2009 WestWater Biologists 2009 identified and delineated a wetland on the proposed pipeline alignment. The wetland is located on an unnamed tributary to Garden Gulch.

(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)

State:CO County/parish/borough: Mesa City: Parachute
Center coordinates of site (lat/long in degree decimal format): Lat. 39.51911° N, Long. 108.17730° W.

Universal Transverse Mercator: NAD83

Name of nearest waterbody: Colorado River

Identify (estimate) amount of waters in the review area:

Non-wetland waters: 350 linear feet: 1 width (ft) and/or 0.01 acres.

Cowardin Class: R4

Stream Flow: perennial

Wetlands: 0.17 acres.

Cowardin Class: R4

Name of any water bodies on the site that have been identified as Section 10 – N/A

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person

individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "*may be*" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:WWE.
- Data sheets prepared/submitted by or on behalf of the applicant/consultant. WWE
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name:1:24000 Circle Dot Gulch, CO.
- USDA Natural Resources Conservation Service Soil Survey.
Citation:websoilsurvey.nrcs.usda.gov/app/
- National wetlands inventory map(s). Cite name:
- State/Local wetland inventory map(s):
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date):USDA NAIP 2005.
or Other (Name & Date):WWE
- Previous determination(s). File no. and date of response letter:
- Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Signature and date of
Regulatory Project Manager
(REQUIRED)

Signature and date of
person requesting preliminary JD
(REQUIRED, unless obtaining the signature is
impracticable)

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation Soil or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation Soil or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	Is the Sampled Area within a Wetland?	Yes <input type="radio"/>	No <input checked="" type="radio"/>
Hydric Soil Present?	Yes <input checked="" type="radio"/>	No <input type="radio"/>			
Wetland Hydrology Present?	Yes <input checked="" type="radio"/>	No <input type="radio"/>			
Remarks: There is heavy grazing in the area and this site has been developed into a stock pond watering area.					

VEGETATION

Tree Stratum (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:	
1. <i>Populus Tremuloides</i>	10	Yes	FAC	Number of Dominant Species That Are OBL, FACW, or FAC:	1 (A)
2.				Total Number of Dominant Species Across All Strata:	5 (B)
3.				Percent of Dominant Species That Are OBL, FACW, or FAC:	20.0 % (A/B)
4.					
Total Cover: 10 %					
Sapling/Shrub Stratum				Prevalence Index worksheet:	
1. <i>Symphoricarpos rotundifolius</i>	15	Yes	UPL	Total % Cover of:	Multiply by:
2. <i>Chrysothamnus nauseosus</i>	10	Yes	UPL	OBL species	x 1 =
3.				FACW species	x 2 =
4.				FAC species	x 3 =
5.				FACU species	x 4 =
Total Cover: 25 %				UPL species	x 5 =
				Column Totals:	(A) (B)
Herb Stratum				Prevalence Index = B/A =	
1. <i>Poa pretenses</i>	40	Yes	FACU	Hydrophytic Vegetation Indicators:	
2. <i>Festuca saximimuntana</i>	30	Yes	UPL	* Dominance Test is >50%	
3.				Prevalence Index is ≤3.0 ¹	
4.				<input type="checkbox"/> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
5.				<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)	
6.				¹ Indicators of hydric soil and wetland hydrology must be present.	
7.				Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/>	
8.					
Total Cover: 70 %					
Woody Vine Stratum					
1.					
2.					
Total Cover: 0 %					
% Bare Ground in Herb Stratum 5 %		% Cover of Biotic Crust			
Remarks:					

SOIL

Sampling Point: TB4U

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture ³	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 3/2						Loam	
6-12	10YR 3/2						Loam	
12-18	10YR 3/3						Loam	
18-24	10YR 3/3						Loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix. ²Location: PL=Pore Lining, RC=Root Channel, M=Matrix.
³Soil Textures: Clay, Silty Clay, Sandy Clay, Loam, Sandy Clay Loam, Sandy Loam, Clay Loam, Silty Clay Loam, Silt Loam, Silt, Loamy Sand, Sand.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)
<input type="checkbox"/> Stratified Layers (A5) (LRR C)	<input type="checkbox"/> Depleted Matrix (F3)
<input type="checkbox"/> 1 cm Muck (A9) (LRR D)	<input type="checkbox"/> Redox Dark Surface (F6)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Dark Surface (F7)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Depressions (F8)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Vernal Pools (F9)
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	

Indicators for Problematic Hydric Soils⁴:

<input type="checkbox"/> 1 cm Muck (A9) (LRR C)
<input type="checkbox"/> 2 cm Muck (A10) (LRR B)
<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Other (Explain in Remarks)

⁴Indicators of hydrophytic vegetation and wetland hydrology must be present.

Restrictive Layer (if present):
 Type: _____
 Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)

<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Biotic Crust (B12)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)
<input type="checkbox"/> Water Marks (B1) (Nonriverine)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)
<input type="checkbox"/> Sediment Deposits (B2) (Nonriverine)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)
<input type="checkbox"/> Drift Deposits (B3) (Nonriverine)	<input type="checkbox"/> Presence of Reduced Iron (C4)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Recent Iron Reduction in Plowed Soils (C6)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Water-Stained Leaves (B9)	

Secondary Indicators (2 or more required)

<input type="checkbox"/> Water Marks (B1) (Riverine)
<input type="checkbox"/> Sediment Deposits (B2) (Riverine)
<input type="checkbox"/> Drift Deposits (B3) (Riverine)
<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Thin Muck Surface (C7)
<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes <input type="radio"/>	No <input checked="" type="radio"/>	Depth (inches): _____
Water Table Present?	Yes <input type="radio"/>	No <input checked="" type="radio"/>	Depth (inches): _____
Saturation Present?	Yes <input type="radio"/>	No <input checked="" type="radio"/>	Depth (inches): _____

Wetland Hydrology Present? Yes No

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation Soil or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation Soil or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	Is the Sampled Area within a Wetland?	Yes <input checked="" type="radio"/>	No <input type="radio"/>
Hydric Soil Present?	Yes <input checked="" type="radio"/>	No <input type="radio"/>			
Wetland Hydrology Present?	Yes <input checked="" type="radio"/>	No <input type="radio"/>			
Remarks: There is heavy grazing in the area and this site has been developed into a stock pond watering area.					

VEGETATION

<u>Tree Stratum</u> (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:	
1. _____				Number of Dominant Species That Are OBL, FACW, or FAC: 3	(A)
2. _____				Total Number of Dominant Species Across All Strata: 3	(B)
3. _____				Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0 %	(A/B)
4. _____				Prevalence Index worksheet:	
<u>Sapling/Shrub Stratum</u>				Total % Cover of:	Multiply by:
1. _____				OBL species	x 1 =
2. _____				FACW species	x 2 =
3. _____				FAC species	x 3 =
4. _____				FACU species	x 4 =
5. _____				UPL species	x 5 =
Total Cover: 70 %				Column Totals:	(A) (B)
<u>Herb Stratum</u>				Prevalence Index = B/A =	
1. <i>Carex microptera</i>	30	Yes	FAC	Hydrophytic Vegetation Indicators:	
2. <i>Glyceria striata</i>	20	Yes	OBL	X Dominance Test is >50%	
3. <i>Eleocharis pauciflora</i>	20	Yes	OBL	Prevalence Index is ≤3.0 ¹	
4. _____				<input type="checkbox"/> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
5. _____				<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)	
6. _____				¹ Indicators of hydric soil and wetland hydrology must be present.	
7. _____				Hydrophytic Vegetation Present?	
8. _____				Yes <input checked="" type="radio"/>	No <input type="radio"/>
Total Cover: 70 %					
<u>Woody Vine Stratum</u>					
1. _____					
2. _____					
Total Cover: 70 %					
% Bare Ground in Herb Stratum _____ %		% Cover of Biotic Crust _____ %			
Remarks:					

SOIL

Sampling Point: TB4W

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture ³	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR3/2				C	RC	Loam	Oxidation on root channels
6-12	10YR2/2				C	RC	Loam	
12-18	10YR2/2	25	5/10B	75	RM	M	Loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix. ²Location: PL=Pore Lining, RC=Root Channel, M=Matrix.
³Soil Textures: Clay, Silty Clay, Sandy Clay, Loam, Sandy Clay Loam, Sandy Loam, Clay Loam, Silty Clay Loam, Silt Loam, Silt, Loamy Sand, Sand.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	Indicators for Problematic Hydric Soils:⁴
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input checked="" type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Stratified Layers (A5) (LRR C)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> 1 cm Muck (A9) (LRR D)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Vernal Pools (F9)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)		

⁴Indicators of hydrophytic vegetation and wetland hydrology must be present.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:

<u>Primary Indicators (any one indicator is sufficient)</u>		<u>Secondary Indicators (2 or more required)</u>
<input checked="" type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Water Marks (B1) (Riverine)
<input checked="" type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Biotic Crust (B12)	<input type="checkbox"/> Sediment Deposits (B2) (Riverine)
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Drift Deposits (B3) (Riverine)
<input type="checkbox"/> Water Marks (B1) (Nonriverine)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Sediment Deposits (B2) (Nonriverine)	<input checked="" type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Drift Deposits (B3) (Nonriverine)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Thin Muck Surface (C7)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Recent Iron Reduction in Plowed Soils (C6)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Water-Stained Leaves (B9)		<input type="checkbox"/> Shallow Aquitard (D3)
		<input type="checkbox"/> FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes <input checked="" type="radio"/> No <input type="radio"/>	Depth (inches):	6"
Water Table Present?	Yes <input checked="" type="radio"/> No <input type="radio"/>	Depth (inches):	8"
Saturation Present?	Yes <input checked="" type="radio"/> No <input type="radio"/>	Depth (inches):	4"

APPENDIX B



U S Army Corps of
Engineers
Sacramento District

Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide
Permits - March 19, 2007 includes
corrections of May 8, 2007 and addition of
regional conditions December 2007

12. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2 acre of waters of the United States.

Utility lines: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in pre-construction contours. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term "utility line" does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2 acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

non-tidal waters of the United States, provided the total discharge from a single and complete project does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR Part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (1) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials. (See general condition 27.) (Sections 10 and 404)

Note 1: Where the proposed utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters), copies of the pre-construction notification and NWP verification will be sent by the Corps to the National Oceanic

A. Nation-wide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. Navigation.

- (a) No activity may cause more than a minimal adverse effect on navigation.
- (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
- (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3 Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in

writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species.

(a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been

separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties.

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until

Section 106 of the NHPA, and inappropriately significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NHPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NHPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NHPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20 Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States

notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NHPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NHPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

- (g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.
- (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.
- 21. Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.
- 22. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.
- 23. Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
- 24. Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
- 25. Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy

property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

- 26. Compliance Certification.** Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:
 - (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
 - (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
 - (c) The signature of the permittee certifying the completion of the work and mitigation.
- 27. Pre-Construction Notification.**
 - (a) **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
 - (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
 - (2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed

calendar days or receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification:
The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity

property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies'

concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

(a) **28. Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

B. Regional Conditions:

I. Sacramento District (All States, except Colorado)

1. When pre-construction notification (PCN) is required, the prospective permittee shall notify the Sacramento District in accordance with General Condition 27 using either the South Pacific Division Preconstruction Notification (PCN) Checklist or a completed application form (ENG Form 4345). In addition, the PCN shall include:

a. A written statement explaining how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;

b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and size (in acreage) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the high tide line should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation; and

c. Pre-project color photographs of the project site taken from designated locations documented on the plan

any associated areas preserved, minimized or compensated for project impacts.

4. The permittee shall place wetlands, other aquatic areas, and any vegetative buffers preserved as part of mitigation for impacts into a separate "preserve" parcel prior to discharging dredged or fill material into waters of the United States, except where specifically determined to be impracticable by the Sacramento District. Permanent legal protection shall be established for all preserve parcels, following Sacramento District approval of the legal instrument.

5. The permittee shall allow Corps representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification. The permittee will be notified in advance of an inspection.

6. For NWPs 29, 39, 40, 42, 43, 44, and 46, requests to waive the 300 linear foot limitation for intermittent or ephemeral waters of the U.S. shall include an evaluation of functions and services provided by the waterbody taking into account the watershed, measures to be implemented to avoid and minimize impacts, other measures to avoid and minimize that were found to be impracticable, and a mitigation plan for offsetting impacts.

7. Road crossings shall be designed to ensure fish passage, especially for anadromous fisheries. Permittees shall employ bridge designs that span the stream or river, utilize pier or pile supported structures, or involve large bottomless culverts with a natural streambed, where the substrate and streamflow conditions approximate existing channel conditions. Approach fills in waters of the United States below the ordinary high water mark are not authorized under the NWPs, except where avoidance has specifically been determined to be impracticable by the Sacramento District.

8. For NWP 12, clay blocks, bentonite, or other suitable material shall be used to seal the trench to prevent the utility line from draining waters of the United States, including wetlands.

9. For NWP 13, bank stabilization shall include the use of vegetation or other biotechnical design to the maximum extent practicable. Activities involving hard-armoring of the bank toe or slope requires submission of a PCN per General Condition 27.

10. For NWP 23, the PCN shall include a copy of the signed Categorical Exclusion document and final agency determinations regarding compliance with Section 7 of the Endangered Species Act, Essential Fish Habitat under the Magnusson-Stevens Act, and Section 106 of the National Historic Preservation Act.

ecosystem within the watershed.

13. For NWP 33, temporary fills for construction access in waters of the United States supporting fisheries shall be accomplished with clean, washed spawning quality gravels where practicable as determined by the Sacramento District, in consultation with appropriate federal and state wildlife agencies.

14. For NWP 46, the discharge shall not cause the loss of greater than 0.5 acres of waters of the United States or the loss of more than 300 linear feet of ditch, unless this 300 foot linear foot limit is waived in writing by the Sacramento District.

15. For NWPs 29, 39, 40, 42, and 43, upland vegetated buffers shall be established and maintained in perpetuity, to the maximum extent practicable, next to all preserved open waters, streams and wetlands including created, restored, enhanced or preserved waters of the U.S., consistent with General Condition 20. Except in unusual circumstances, vegetated buffers shall be at least 50 feet in width.

16. All NWPs except 3, 6, 20, 27, 32, 38, and 47, are revoked for activities in histosols and fens and in wetlands contiguous with fens. Fens are defined as slope wetlands with a histic epipedon that are hydrologically supported by groundwater. Fens are normally saturated throughout the growing season, although they may not be during drought conditions. For NWPs 3, 6, 20, 27, 32, and 38, prospective permittees shall submit a PCN to the Sacramento District in accordance with General Condition 27.

17. For all NWPs, when activities are proposed within 100 feet of the point of groundwater discharge of a natural spring, prospective permittees shall submit a PCN to the Sacramento District in accordance with General Condition 27. A spring source is defined as any location where ground water emanates from a point in the ground. For purposes of this condition, springs do not include seeps or other discharges which lack a defined channel.

II. California Only

1. In the Lake Tahoe Basin, all NWPs are revoked. Activities in this area shall be authorized under Regional General Permit 16 or through an individual permit.

2. In the Primary and Secondary Zones of the Legal Delta, NWPs 29 and 39 are revoked. New development activities in the Legal Delta will be reviewed through the Corps' standard permit process.

III. Nevada Only

1. In the Lake Tahoe Basin, all NWPs are revoked. Activities in this area shall be authorized under Regional General Permit 16 or through an individual permit.

IV. Utah Only

1. For all NWP's, except NWP 47, prospective permittees shall submit a PCN in accordance with General Condition 27 for any activity, in waters of the United States, below 4217 feet mean sea level (msl) adjacent to the Great Salt Lake and below 4500 feet msl adjacent to Utah Lake.
2. A PCN is required for all bank stabilization activities in a perennial stream that would affect more than 100 linear feet of stream
3. For NWP 27, facilities for controlling stormwater runoff, construction of water parks such as kayak courses, and use of grout or concrete to construct in-stream structures are not authorized. A PCN is required for all projects exceeding 1500 linear feet as measured on the stream thalweg, using in stream structures exceeding 50 cubic yards per structure and/or incorporating grade control structures exceeding 1 foot vertical drop. For any stream restoration project, the post project stream sinuosity shall be appropriate to the geomorphology of the surrounding area and shall be equal to, or greater than, pre project sinuosity. Sinuosity is defined as the ratio of stream length to project reach length. Structures shall allow the passage of aquatic organisms, recreational water craft or other navigational activities unless specifically waived in writing by the District Engineer.

V. Colorado Only

1. Final Regional Conditions Applicable to Specific Nationwide Permits within Colorado.
 - a. Nationwide Permit Nos. 12 and 14, Utility Line Activities and Linear Transportation Projects. In the Colorado River Basin, utility line and road activities crossing perennial water or special aquatic sites require notification to the District Engineer in accordance with General Condition 27 (Pre-Construction Notification).
 - b. Nationwide Permit No. 13 Bank Stabilization. In Colorado, bank stabilization activities necessary for erosion prevention in streams that average less than 20 feet in width (measured between the ordinary high water marks) are limited to the placement of no more than 1/4 cubic yard of suitable fill* material per running foot below the plane of the ordinary high water mark. Activities greater than 1/4 cubic yard may be authorized if the permittee notifies the District Engineer in accordance with General Condition 27 (Pre-Construction Notification) and the Corps determines the adverse environmental effects are minimal. [* See (g) for definition of Suitable Fill]
 - c. Nationwide Permit No. 27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities.

provide those comments. If CDOW raises concerns, the applicant may either modify their plan, in coordination with CDOW, or apply for a standard individual permit.

(2) For activities involving the length of a stream, the post-project stream sinuosity will not be significantly reduced, unless it is demonstrated that the reduction in sinuosity is consistent with the natural morphological evolution of the stream (sinuosity is the ratio of stream length to project reach length).

(3) Structures will allow the upstream and downstream passage of aquatic organisms, including fish native to the reach, as well as recreational water craft or other navigational activities, unless specifically waived in writing by the District Engineer. The use of grout and/or concrete in building structures is not authorized by this nationwide permit.

(4) The construction of water parks (i.e., kayak courses) and flood control projects are not authorized by this nationwide permit.

d. Nationwide Permits Nos. 29 and 39; Residential Developments and Commercial and Institutional Developments. A copy of the existing FEMA/locally-approved floodplain map must be submitted with the Pre-Construction Notification. When reviewing proposed developments, the Corps will utilize the most accurate and reliable FEMA/locally-approved pre-project floodplain mapping, not post-project floodplain mapping based on a CLOMR or LOMR. However, the Corps will accept revisions to existing floodplain mapping if the revisions resolve inaccuracies in the original floodplain mapping and if the revisions accurately reflect pre-project conditions.

2. Final Regional Conditions Applicable to All Nationwide Permits within Colorado

e. Removal of Temporary Fills. General Condition 13 (Removal of Temporary Fills) is amended by adding the following: When temporary fills are placed in wetlands in Colorado, a horizontal marker (i.e. fabric, certified weed-free straw, etc.) must be used to delineate the existing ground elevation of wetlands that will be temporarily filled during construction.

f. Spawning Areas. General Condition 3 (Spawning Areas) is amended by adding the following: In Colorado, all Designated Critical Resource Waters (see enclosure 1) are considered important spawning areas. Therefore, In accordance with General Condition 19 (Designated

h. Invasive Aquatic Species. General Condition 11 is amended by adding the following condition for work in perennial or intermittent waters of the United States: If heavy equipment is used for the subject project that was previously working in another stream, river, lake, pond, or wetland within 10 days of initiating work, one the following procedures is necessary to prevent the spread of New Zealand Mud Snails and other aquatic hitchhikers:

- (1) Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and keep the equipment dry for 10 days. OR
- (2) Remove all mud and debris from Equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with either a 1:1 solution of Formula 409 Household Cleaner and water, or a solution of Sparquat 256 (5 ounces Sparquat per gallon of water). Treated equipment must be kept moist for at least 10 minutes. OR
- (3) Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with water greater than 120 degrees F for at least 10 minutes.

3. Final Regional Conditions for Revocation/Special Notification Specific to Certain Geographic Areas

i. Fens: All Nationwide permits, except permit Nos. 3, 6, 20, 27, 32, 38 and 47, are revoked in fens and wetlands adjacent to fens. Use of nationwide permit Nos. 3, 20, 27 and 38, requires notification to the District Engineer, in accordance with General Condition 27 (Pre-Construction Notification), and the permittee may not begin the activity until the Corps determines the adverse environmental effects are minimal. The following defines a fen:

Fen soils (histosols) are normally saturated throughout the growing season, although they may not be during drought conditions. The primary source of hydrology for fens is groundwater. Histosols are defined in accordance with the U.S. Department of Agriculture, Natural Resources Conservation Service publications on Keys to Soil Taxonomy and Field Indicators of Hydric Soils in the United States (<http://soils.usda.gov/technical/classification/taxonomy>).

j. Springs: Within the state of Colorado, all NWP's, except permit 47 (original 'C'), require preconstruction notification pursuant to General Condition 27 for discharges of dredged or fill material within 100 feet of the point of groundwater discharge of natural springs. A

a. Permittees are reminded of the existing General Condition No. 6 which prohibits the use of unsuitable material. Organic debris, building waste, asphalt, car bodies, and trash are not suitable material. Also, General Condition 12 requires appropriate erosion and sediment controls (i.e. all fills must be permanently stabilized to prevent erosion and siltation into waters and wetlands at the earliest practicable date). Streambed material or other small aggregate material placed along a bank as stabilization will not meet General Condition 12. Also, use of erosion control mats that contain plastic netting may not meet General Condition 12 if deemed harmful to wildlife.

b. Designated Critical Resource Waters in Colorado. In Colorado, a list of designated Critical Resource Waters has been published in accordance with General Condition 19 (Designated Critical Resource Waters). This list will be published on the Albuquerque District Regulatory home page (<http://www.spa.usace.army.mil/reg/>)

c. Federally-Listed Threatened and Endangered Species. General condition 17 requires that non-federal permittees notify the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project. Information on such species, to include occurrence by county in Colorado, may be found at the following U.S. Fish and Wildlife Service website: http://www.fws.gov/mountain%2Dprairie/endspp/name_county_search.htm

C. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWP's do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWP's do not grant any property rights or exclusive privileges.
4. NWP's do not authorize any injury to the property or rights of others.
5. NWP's do not authorize interference with any existing or proposed Federal project.

D. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration, establishment (creation), enhancement, or preservation of aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a "single and complete project" is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to,

bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States that, during a year with normal patterns of precipitation, has water flowing or standing above ground to the extent that an ordinary high water mark (OHWM) or other indicators of jurisdiction can be determined, as well as any wetland area (see 33 CFR 328.3(b)). If a jurisdictional wetland is adjacent--meaning bordering, contiguous, or neighboring--to a jurisdictional waterbody displaying an OHWM or other indicators of jurisdiction, that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

2007 Regional Conditions in Colorado

CONDITIONS TO NATIONWIDE PERMITS THE STATE OF COLORADO

ns Applicable to Specific Nationwide Permits

Permit Nos. 12 and 14, Utility Line Activities and
jects. In the Colorado River Basin, utility line and
ennial water or special aquatic sites require
Engineer in accordance with General Condition 27
ition).

Permit No. 13 Bank Stabilization. In Colorado, bank
essary for erosion prevention in streams that
in width (measured between the ordinary high
o the placement of no more than 1/4 cubic yard of
unning foot below the plane of the ordinary high
water than 1/4 cubic yard may be authorized if the
rict Engineer in accordance with General Condition
fication) and the Corps determines the adverse
minimal. [* See (g) for definition of Suitable Fill]

Permit No. 27 Aquatic Habitat Restoration, acement Activities.

ilities that include a fishery enhancement
Corps will send the Pre-Construction Notification to
sion of Wildlife (CDOW) for review. In accordance
dition 27 (Pre-Construction Notification), CDOW
from the receipt of Corps notification to indicate
ommenting on the proposed project. CDOW will
ditional 15 days after the initial 10-day period to

provide those comments. If CDOW raises concerns, the applicant
may either modify their plan, in coordination with CDOW, or apply for
a standard individual permit.

(2) For activities involving the length of a stream, the post-
project stream sinuosity will not be significantly reduced, unless it is
demonstrated that the reduction in sinuosity is consistent with the
natural morphological evolution of the stream (sinuosity is the ratio of
stream length to project reach length).

(3) Structures will allow the upstream and downstream
passage of aquatic organisms, including fish native to the reach, as
well as recreational water craft or other navigational activities, unless
specifically waived in writing by the District Engineer. The use of
grout and/or concrete in building structures is not authorized by this
nationwide permit.

(4) The construction of water parks (i.e., kayak courses) and
flood control projects are not authorized by this nationwide permit.

d. Nationwide Permits Nos. 29 and 39: Residential Developments
and Commercial and Institutional Developments. A copy of the existing
FEMA/locally-approved floodplain map must be submitted with the Pre-
Construction Notification. When reviewing proposed developments, the
Corps will utilize the most accurate and reliable FEMA/locally-approved pre-
project floodplain mapping, not post-project floodplain mapping based on a
CLOMR or LOMR. However, the Corps will accept revisions to existing
floodplain mapping if the revisions resolve inaccuracies in the original
floodplain mapping and if the revisions accurately reflect pre-project
conditions.

Final Regional Conditions Applicable to All Nationwide Permits within Colorado

e. Removal of Temporary Fills. General Condition 13 (Removal of
Temporary Fills) is amended by adding the following: When temporary fills
are placed in wetlands in Colorado, a horizontal marker (i.e. fabric, certified
weed-free straw, etc.) must be used to delineate the existing ground
elevation of wetlands that will be temporarily filled during construction.

f. Spawning Areas. General Condition 3 (Spawning Areas) is amended by adding the following: In Colorado, all Designated Critical Resource Waters (see enclosure 1) are considered important spawning areas. Therefore, in accordance with General Condition 19 (Designated Critical Resource Waters), the discharge of dredged or fill material is not authorized by the following nationwide permits in these waters: NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50. In addition, in accordance with General Condition 27 (Pre-Construction Notification), notification to the District Engineer is required for use of the following nationwide permits in these waters: NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37 and 38".

g. Suitable Fill. In Colorado, use of broken concrete as fill material requires notification to the District Engineer in accordance with General Condition 27 (Pre-Construction Notification). Permittees must demonstrate that soft engineering methods utilizing native or non-manmade materials are not practicable (with respect to cost, existing technology, and logistics), before broken concrete is allowed as suitable fill. Use of broken concrete with exposed rebar is prohibited in perennial waters and special aquatic sites.

h. Invasive Aquatic Species. General Condition 11 is amended by adding the following condition for work in perennial or intermittent waters of the United States: If heavy equipment is used for the subject project that was previously working in another stream, river, lake, pond, or wetland within 10 days of initiating work, one of the following procedures is necessary to prevent the spread of New Zealand Mud Snails and other aquatic hitchhikers:

(1) Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and keep the equipment dry for 10 days. OR

(2) Remove all mud and debris from Equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with either a 1:1 solution of Formula 409 Household Cleaner and water, or a solution of Sparquat 256 (5 ounces Sparquat per gallon of water). Treated equipment must be kept moist for at least 10 minutes. OR

(3) Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with water greater than 120 degrees F for at least 10 minutes.

Final Regional Conditions for Revocation/Spec to Certain Geographic Areas

i. Fens: All Nationwide permits, except permit Nos. 38 and 47, are revoked in fens and wetlands adjacent to perennial streams. Nationwide permit Nos. 3, 20, 27 and 38, requires preconstruction notification to the District Engineer, in accordance with General Condition 27 (Pre-Construction Notification), and the permittee may not begin the activity until the District Engineer determines the adverse environmental effects are not significant. A fen is defined as a fen:

Fen soils (histosols) are normally saturated with water for a significant part of the growing season, although they may not be during the entire season. The primary source of hydrology for fens is groundwater discharge. Fens are defined in accordance with the U.S. Department of Agriculture, Natural Resources Conservation Service periodic soil survey manual, Soil Taxonomy and Field Indicators of Hydroglossic Soils (<http://soils.usda.gov/technical/classification/>).

j. Springs: Within the state of Colorado, all nationwide permits (original 'C'), require preconstruction notification pursuant to General Condition 27 for discharges of dredged or fill material into perennial streams at a point of groundwater discharge of natural springs. This condition applies to any location where groundwater emanates from the ground surface. For purposes of this regional condition, springs do not include discharges which do not have a defined channel.

Additional Information

The following provides additional information regarding the impacts and compliance with existing general conditions.

a. Permittees are reminded of the existing regional condition which prohibits the use of unsuitable material. Organic material, waste, asphalt, car bodies, and trash are not suitable for use as fill. General Condition 12 requires appropriate erosion control measures (i.e. all fills must be permanently stabilized to prevent erosion) into waters and wetlands at the earliest practicable time. No loose material or other small aggregate material placed on

ional Conditions in Colorado

General Condition 12. Also, use of erosion control netting may not meet General Condition 12 if

).

Designated Critical Resource Waters in Colorado. In Colorado, a Designated Critical Resource Waters has been published in General Condition 19 (Designated Critical Resource Waters) published on the Albuquerque District Regulatory Permit Summary attached to nationwide permit summaries distributed nationwide (see Enclosure 1).

Threatened and Endangered Species. General Condition 12 requires non-federal permittees notify the District Engineer if a designated critical habitat might be affected or is in the vicinity of a designated critical habitat. Information on such species, to include occurrence and distribution, may be found at the following U.S. Fish and Wildlife Service website:

http://www.fws.gov/ain%2Dprairie/endspp/name_county_search.htm

Enclosure 1

DESIGNATED CRITICAL RESOURCE WATERS IN COLORADO

The following waters within the State of Colorado are designated as critical resource waters. In accordance with General Condition 19 (Designated Critical Resource Waters), the discharge of dredged or fill material is not authorized by the following nationwide permits in these waters: NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49 and 50. In addition, in accordance with General Condition 27 (Pre-Construction Notification), notification to the District Engineer is required for use of the following nationwide permits in these waters: NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37 and 38.

a. Outstanding Natural Resource Waters:

- Cache la Poudre Basin: All tributaries to the Cache La Poudre River system, including all lakes and reservoirs, which are within Rocky Mountain National Park;
- Laramie River: All tributaries to the Laramie River system, including all lakes and reservoirs which are in the Rawah Wilderness Area;
- North Fork Gunnison River: All tributaries to North Fork Gunnison River system, including lakes, reservoirs and wetlands within the West Elk and Raggeds Wilderness Area;
- North Platte River: All tributaries to the North Platte River and Encampment Rivers, including all lakes and reservoirs, which are in the Mount Zirkle Wilderness Area;
- San Miguel River: All tributaries, lakes, reservoirs, and wetlands within the boundaries of the Lizard Head and Mt. Sneffels Wilderness Area;
- Roaring Fork River: All tributaries to the Roaring Fork River system, including lakes, reservoirs and wetlands within the Maroon Bells/Snowmass Wilderness Area;
- Uncompahgre River: All tributaries to the Uncompahgre River system, including lakes, reservoirs, and wetlands within the Mt. Sneffels and Big Blue Wilderness Areas;
- Upper Arkansas River Basin: All streams, wetlands, lakes, and reservoirs within the Mount Massive and Collegiate Peaks Wilderness Areas;

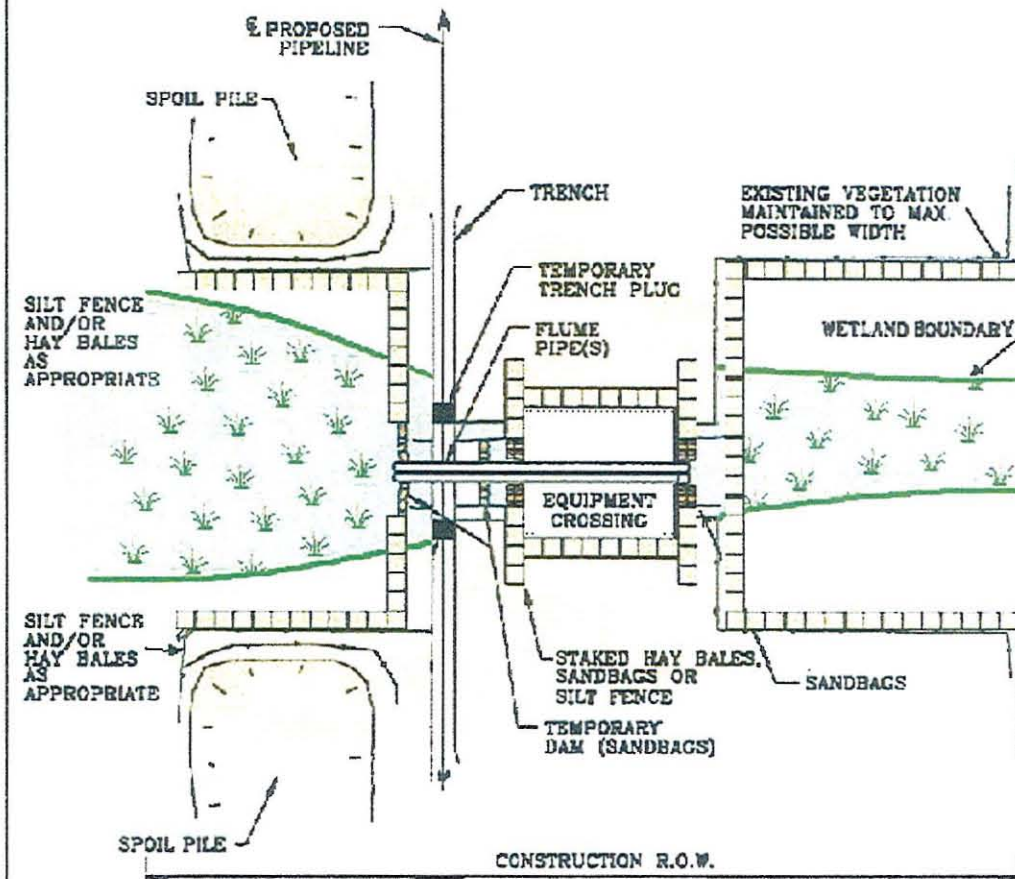
- Upper Colorado River: Mainstem of the Colorado River, including tributaries, lakes, reservoirs, and wetlands within the Grand and Battlement Mountains National Park;
- Upper Gunnison River Basin: All tributaries to the Gunnison River system, including lakes, reservoirs, and wetlands in the La Garita Wilderness Area, including West Elk, Collegiate Peaks, Maroon Ridge, Oh-Be-Joyful and Big Blue Wilderness Areas;
- White River: Trapper's Lake and tributaries to the White River;
- Yampa River: All tributaries to the Yampa River, including lakes, reservoirs and wetlands within Zirkle Wilderness Area;

b. Gold Medal Waters. Gold Medal Waters, as defined in the Colorado Fishing Season Act, are defined in the Colorado Fishing Season Act on the Colorado Division of Wildlife website (<http://www.cdwildlife.state.co.us>) and can be obtained at any Colorado Division of Wildlife office.

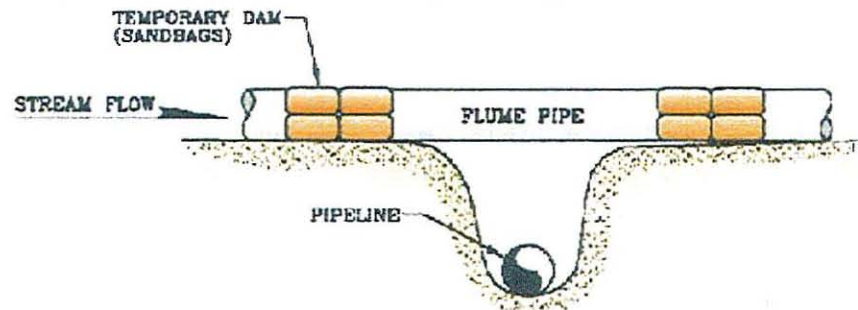
c. Cutthroat Trout Waters. Waters designated as Cutthroat Trout Waters by the Colorado Division of Wildlife, Colorado Wildlife Regulations, can be accessed via the following website address <http://wildlife.state.co.us/NR/rdonlyres/4D6FFAC6-AE91B7392A95/0/Ch00.pdf>

APPENDIX C

Wetland Crossing Detail



CROSS SECTION FOR TRENCH FLUMING



STATE OF COLORADO

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
AIR POLLUTION CONTROL DIVISION
TELEPHONE: (303) 692-3150

**CONSTRUCTION PERMIT**

PERMIT NO: 09GA0584L

DATE ISSUED: JUL 01 2009

ISSUED TO: ENTERPRISE GAS PROCESSING, LLC

FINAL APPROVAL

THE SOURCE TO WHICH THIS PERMIT APPLIES IS DESCRIBED AND LOCATED AS FOLLOWS:

Land development project known as Jackrabbit Extension and Laterals, located in Sec 12 5 6 11-15 17-26
28-36 T6-7S R96-97W, Garfield County, Colorado.

THE SPECIFIC EQUIPMENT OR ACTIVITY SUBJECT TO THIS PERMIT INCLUDES THE FOLLOWING:

Overlot grading and associated construction activities.

THIS PERMIT IS GRANTED SUBJECT TO ALL RULES AND REGULATIONS OF THE COLORADO AIR QUALITY CONTROL COMMISSION AND THE COLORADO AIR POLLUTION PREVENTION AND CONTROL ACT C.R.S. (25-7-101 et seq), TO THOSE GENERAL TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT AND THE FOLLOWING SPECIFIC TERMS AND CONDITIONS:

1. The fugitive particulate emission control measures listed on the attached page (as proposed in the Fugitive Dust Control Plan submitted to the Division) shall be applied to the fugitive particulate emission producing sources as required by Regulation No. 1.
2. This permit shall expire on January 15, 2010.

By: _____

Adam Wozniak
Adam Wozniak
Permit Engineer

By: _____

R K Higcock III
R K Higcock III, P.E.
Unit Leader

- a. **All Activities** - Visible emissions not to exceed 20%, no off-property transport of visible emissions.
- b. **Haul Roads** - No off-property transport of visible emissions shall apply to on-site haul roads, the nuisance guidelines shall apply to off-site haul roads.
- c. **Haul Trucks** - There shall be no off-property transport of visible emissions from haul trucks when operating on the property of the owner or operator. There shall be no off-vehicle transport of visible emissions from the material in the haul trucks when operating off of the property of the owner or operator.

Control Measures

1. All unpaved roads and other disturbed surface areas on site shall be watered as necessary to prevent off-property transport of visible fugitive particulate emissions. Gravel will be applied to all unpaved roads. Chemical stabilizer will be applied according to manufacturer's recommendations.
2. Vehicle speed on all unpaved roads and disturbed areas shall not exceed a maximum of 20mph. Speed limit signs shall be posted.
3. All disturbed soil shall be compacted on a daily basis to within 90% of maximum compaction.
4. All disturbed surface areas shall be revegetated according to the information submitted by the applicant with the permit application.
5. Silt fencing shall be installed prior to overlotting along all property borders that are adjacent to developed areas.
6. Surface area disturbed shall be minimized as described in the information submitted by the applicant with the permit application.
7. Gravel entryways shall be utilized to prevent mud and dirt carryout onto paved surfaces. Any mud and dirt carryout onto paved surfaces shall be cleaned up daily.
8. No earth work activities shall be performed when the wind speed exceeds 30 miles per hour.

Enterprise Gas Processing, LLC
Permit No. 09GA0584L
Final Approval

Colorado Department of Public Health and Environment
Air Pollution Control Division

GENERAL TERMS AND CONDITIONS: (IMPORTANT! READ ITEMS 5,6,7 AND 8)

1. This permit is issued in reliance upon the accuracy and completeness of information supplied by the applicant and is conditioned upon conduct of the activity, or construction, installation and operation of the source, in accordance with this information and with representations made by the applicant or applicant's agents. It is valid only for the equipment and operations or activity specifically identified on the permit.
2. Unless specifically stated otherwise, the general and specific conditions contained in this permit have been determined by the APCD to be necessary to assure compliance with the provisions of Section 25-7-114.5(7)(a), C.R.S.
3. Each and every condition of this permit is a material part hereof and is not severable. Any challenge to or appeal of, a condition hereof shall constitute a rejection of the entire permit and upon such occurrence, this permit shall be deemed denied *ab initio*. This permit may be revoked at any time prior to final approval by the Air Pollution Control Division (APCD) on grounds set forth in the Colorado Air Quality Control Act and regulations of the Air Quality Control Commission (AQCC), including failure to meet any express term or condition of the permit. If the Division denies a permit, conditions imposed upon a permit are contested by the applicant, or the Division revokes a permit, the applicant or owner or operator of a source may request a hearing before the AQCC for review of the Division's action.
4. This permit and any required attachments must be retained and made available for inspection upon request at the location set forth herein. With respect to a portable source that is moved to a new location, a copy of the Relocation Notice (required by law to be submitted to the APCD whenever a portable source is relocated) should be attached to this permit. The permit may be reissued to a new owner by the APCD as provided in AQCC Regulation No. 3, Part B, Section II.B. upon a request for transfer of ownership and the submittal of a revised APEN and the required fee.
5. Issuance (initial approval) of an emission permit does not provide "final" authority for this activity or operation of this source. Final approval of the permit must be secured from the APCD in writing in accordance with the provisions of 25-7-114.5(12)(a) C.R.S. and AQCC Regulation No. 3, Part B, Section III.G. Final approval cannot be granted until the operation or activity commences and has been verified by the APCD as conforming in all respects with the conditions of the permit. If the APCD so determines, it will provide written documentation of such final approval, which does constitute "final" authority to operate. ***Compliance with the permit conditions must be demonstrated within 180 days after commencement of operation.***
6. **THIS PERMIT AUTOMATICALLY EXPIRES IF you (1) do not commence construction or operation within 18 months after either the date of issuance of this permit or the date on which such construction or activity was scheduled to commence as set forth in the permit, whichever is later; (2) discontinue construction for a period of 18 months or more; or (3) do not complete construction within a reasonable time of the estimated completion date. Extensions of the expiration date may be granted by the APCD upon a showing of good cause by the permittee prior to the expiration date.**
7. **YOU MUST notify the APCD at least thirty days (fifteen days for portable sources) prior to commencement of the permitted operation or activity. Failure to do so is a violation of Section 25-7-114.5(12)(a), C.R.S. and AQCC Regulation No. 3, Part B, Section III.G.1., and can result in the revocation of the permit. You must demonstrate compliance with the permit conditions within 180 days after commencement of operation as stated in condition 5.**
8. Section 25-7-114.7(2)(a), C.R.S. requires that all sources required to file an Air Pollution Emission Notice (APEN) must pay an annual fee to cover the costs of inspections and administration. If a source or activity is to be discontinued, the owner must notify the Division in writing requesting a cancellation of the permit. Upon notification, annual fee billing will terminate.
9. Violation of the terms of a permit or of the provisions of the Colorado Air Pollution Prevention and Control Act or the regulations of the AQCC may result in administrative, civil or criminal enforcement actions under Sections 25-7-115 (enforcement), -121 (injunctions), -122 (civil penalties), -122.1 (criminal penalties), C.R.S.

Air Pollutant Emission Notice (APEN) – and – Application for Construction Permit

- New Facility
 Transfer of Ownership *
 Change in Production
 No Change (APEN Update Only)
 Request Coverage Under General Permit (For GP coverage, pages 2-3 are not required)**

All sections of this APEN and application must be completed prior to submittal to the Division for both new and existing facilities. An application with missing information may be determined incomplete and may result in longer engineer processing times.

* Note: For transfer of ownership or company name change of a permit, you must also submit a Construction Permit Application form.

** Note: For General Permit coverage, only page 1 of this application needs to be completed. In addition to the APEN filing fee (\$152.90), a General Permit fee of \$50.00 will be assessed.

Permit Number		AIRS Number	
Company Name:	Enterprise Gas Processing LLC		
Billing Address:	P.O. Box 4324	Zip Code:	77210-4324
	Houston, TX		
Person to Contact:	Chris Gauthier	Phone Number:	(303) 330-7952
Email Address:	CAGAUTHIER@epco.com	Fax Number:	713-803-9433

Please provide description of the activity: (Also, please provide a site map)

Construct a buried, natural gas gathering system consisting of a 2.1 mile 20-inch extension to an existing 20-inch line, a 2.6 mi. 10-inch line, a 4.2 mi. 10-inch line, and a 4.6 mi. 10-inch line.

Project Name & Location:	Jackrabbit Extension and Laterals, approximately 7.8 miles northwest of Parachute, Garfield County, Colorado to the approximate project center point		
	1, 2, 5, 6,		
County: Garfield	Section: 11-15, 17-26, 28-36	Township: 6S-7S	Range: 96W and 97W
Total area of land in project:	142	Acres	
Date earthmoving will – Commence:	July 15, 2009		Stop: December 1, 2009
Total area subject to earthmoving:	142	Acres	
Total disturbed area at any one time:	142	Acres	
Area to be paved (roads, parking lots):	0	Acres	
Date paving will be completed:	n/a		
Estimated time to complete entire project (includes buildings)	5	months	
List any known or suspected contaminants in the soil:			
No contaminants are known to exist in the soil.			

Brief description of how the project development will occur e.g., timeline, project phases (attach an additional page if necessary):

Original permitted construction began in 2008. The project is anticipating resuming construction in July of 2009. The project will employ standard linear pipeline construction techniques expected to conclude in December, 2009. The project will include land clearing, grading soil, and trench excavation. Disturbed land, other than permanent facilities, will be fully restored.

required. The control plan (if acceptable to the Division) will be used for enforcement purposes on the sources.

Please check the dust control measures which you propose for your activity. The Division will enforce the control measures checked. Use separate sheets if more space is needed. Also note items with an asterisk (*). This indicates those measures which will probably be required.

I. Control of Unpaved Roads on Site

- Watering
 - Frequent (Watering Frequency of 2 or More Times Per Day)
 - As Needed
- Application of Chemical Stabilizer
- Vehicle Speed Control
 - Speeds limited to 20 mph maximum. Speed limit signs must be posted.
(Generally 30 mph is maximum approvable speed on site.)
- Graveling

II. Control of Disturbed Surface Areas on Site

- Watering
 - Frequent (Watering Frequency of 2 or More Times Per Day)
 - As Needed
- Application of Chemical Stabilizer
- Vehicle Speed Control
 - Speeds Limited To 20 MPH Maximum. Speed Limit Signs Must Be Posted.
- Revegetation Revegetation Must Occur Within One Year Of Soil Disturbance
 - Seeding with mulch
 - Seeding without mulch
- Furrows at right angle to prevailing wind
 - Depth of furrows _____ Inches (must be greater than 6")
- Compaction Of Disturbed Soil On A Daily Basis To Within 90 % Of Maximum Compaction
(As determined by a Proctor Test).
 - Foundation areas only; or
 - All disturbed soil.
- Wind Breaks
 - Type: Silt Fence (Example: Snow Fence, Silt Fence, etc.)
- Synthetic Or Natural Cover For Steep Slopes.
 - Type: Erosion Control Matting, Mulch (Netting, Mulching, etc.)

Colorado Department of Public Health and Environment
Air Pollution Control Division

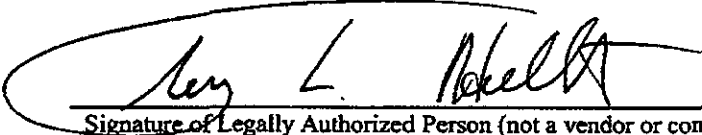
- LAND DEVELOPMENT -

III. Prevention Of Mud And Dirt Carried Out Onto Paved Surfaces.

- Prevention
 - Gravel Entry Ways
 - Washing Vehicle Wheels
 - Other: _____
- Cleanup of Paved Areas Frequency: 1 Times Per Day
 - Street Sweeper
 - Hose With Water
 - Other: Laborers with brooms, scrapers, and shovels

Additional Sources of Emissions

List any other sources of emissions or control methods


5/20/07

 Signature of Legally Authorized Person (not a vendor or consultant) Date

Terry L. Hurlburt Senior Vice President, Operations
 Name (please print) Title

Check the appropriate box if you want:

- Copy of the Preliminary Analysis conducted by the Division
- To review a draft of the permit prior to issuance

(Checking any of these boxes may result in an increased fee and/or processing time)

Send this form along with \$152.90 to:
Telephone: (303) 692-3150

Colorado Department of Public Health and Environment
Air Pollution Control Division
APCD-SS-B1
4300 Cherry Creek Drive South
Denver, CO 80246-1530

STATE OF COLORADO

Bill Ritter, Jr., Governor
James B. Martin, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

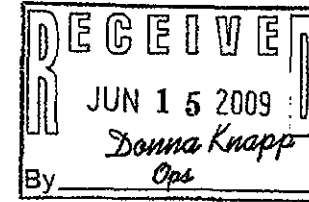
4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
TDD Line (303) 691-7700 (303) 692-3090
Located in Glendale, Colorado
<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

June 8, 2009

Terry Hurlburt, Senior VP Operations
Enterprise Products Operating LLC
PO Box 4324
Houston, Texas 77210



RE: Certification, for the Colorado Wastewater Discharge Permit System
Permit Number: COG-070000, Facility Number: COG-073066

Dear Mr. Hurlburt:

Enclosed please find a copy of the **Certification**, which was issued under the Colorado Water Quality Control Act. You are legally obligated to comply with all terms and conditions of the permit and certifications.

Please read the permit and if you have any questions, contact me at (303) 692-3531.

Sincerely,

Loretta Houk
Water Quality Protection Section
WATER QUALITY CONTROL DIVISION

Enclosure

xc: Regional Council of Government
Garfield County, Local Health Department
M. Kadnuck, DE Technical Services
Permit File
Permit Fees

This certification specifically authorizes Enterprise Products Operating LLC to discharge as described below and in accordance with the General Permit for Construction Dewatering Operations.

Permittee

Enterprise Products Operating LLC
 PO Box 4324
 Houston, Texas 77210

Contact

Terry Hurlburt, Senior VP Operations
 Phone: 713.381.6500
 Site Contact: Chris Gauthier, Environmental Representative
 Phone: 303.330.7952

Site Name, Construction Activity, and Location

Jackrabbit Extension and Laterals Pipeline Project—The project includes installation of a natural gas utility line system in Garfield County, Colorado 81635. The discharge will occur at approximately Latitude: 39.519° N, Longitude: 108.177° W.

Discharge Point

Outfalls	Description	Estimated Flow Rate
001A	Dewatering will discharge through filter bags, sediment basin, and straw bales prior to entering Garden Gulch.	Ave: 425 gpm

Effluent Limitations

The discharge is to Garden Gulch, within Segment 11g of the Lower Colorado River Sub-basin, Lower Colorado River Basin, found in the Classifications and Numeric Standards for the Lower Colorado River Basin (Regulation No. 37; last update effective January 1, 2009). Segment 11g is Reviewable, and is classified for the following beneficial uses: Aquatic Life, Class 2 Cold; Recreation Class N; and Agriculture.

Permit Limitations and Monitoring Requirements for Outfall 001A

Parameter	Discharge Limitations Maximum Concentrations			Monitoring Frequency	Sample Type
	30-Day Average	7-Day Average	Daily Max.		
Applicable to all Discharges					
Flow, MGD	Report	NA	Report	Weekly	Instantaneous or Continuous
Total Suspended Solids, mg/l	30	45	NA	Weekly	Grab
Oil and Grease, mg/l	NA	NA	10*	Weekly	Visual*
pH, s.u. (Minimum- Maximum)	NA	NA	6.5-9.0	Weekly	In-situ
Discharge Specific Parameters					
Total Dissolved Solids, mg/l **	NA	NA	Report	Monthly	Grab

* If a visible sheen is observed, a grab sample shall be collected and analyzed for oil and grease.

** The TDS limitation will normally apply to discharges in the Colorado River Basin.

Other Conditions

Antidegradation

Although the receiving stream is classified as Reviewable, the antidegradation review does not apply to this permit because this is a temporary discharge.

Groundwater Contamination

If groundwater contamination is encountered, then the permittee is to contact the Division, the permit writer, cease all discharges, and if appropriate, contact the owner of the collection system receiving the discharge. If the dewatering can be treated to meet surface water or groundwater numeric limitations, the certification will be amended to include sampling and monitoring for additional parameters representative of the groundwater contamination. The discharge of contaminated groundwater, above surface water or groundwater standards, is not authorized under this permit.

Sampling

Sampling shall occur at a point after treatment, or after the implementation of any Best Management Practices (BMPs). If BMPs or treatment are not implemented, sampling shall occur where the discharge leaves control of the permittee, and prior to entering the receiving stream or prior to discharge to land. Samples must be representative of what is entering the receiving stream.

Monitoring and Reporting

Discharge Monitoring Reports (DMR) must be submitted monthly as long as the certification is in effect. The permittee shall provide the Division with any additional monitoring data on the permitted discharge collected for entities other than the Division. This will be supplied to the Division within 48 hours of the receipt of the data by the permittee.

This certification to discharge is effective long term, even though construction and dewatering discharge are only expected for approximately five months. For termination of permit coverage, the permittee must initiate this by sending a letter to the Division requesting the permit certification be terminated.

Best Management Practices

The permittee shall implement and maintain Best Management Practices (BMP) for the prevention of erosion and the control of solid and liquid pollutants due to the discharge. BMPs include various options, such as: modification of the pipe discharge structure to disperse flows; containment of water by hay bales or other comparable structures; the use of geocloth, filter fabric, or plastic sheeting for protection of containment structures; rip-rap; and/or any other approved methods.

The General Construction Dewatering Permit is attached and the permittee should review this permit for familiarity with all of the permit requirements. For answers to common questions surrounding construction dewatering, please review the Construction Dewatering FAQ available on our website at:

<http://www.cdphe.state.co.us/wq/PermitsUnit/Industrial/CDWFAQ.pdf>

If the permittee has questions related to this certification that cannot be answered by a review of the permit or FAQ, the permit writer should be contacted.

Permit Writer
Nicole Rolfe
June 5, 2009

COLORADO DISCHARGE PERMIT SYSTEM

In compliance with the provisions of the Colorado Water Quality Control Act (25-8-101 et. seq. CRS, 1973 as amended), and the Clean Water Act (33 U.S.C. 1251 et. seq. as amended; the "Act"), entities engaged in construction dewatering of groundwater and/or stormwater (excluding mine dewatering activities), are authorized to discharge from approved locations throughout the State of Colorado to waters of the State. Such discharges shall be in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, and III hereof.

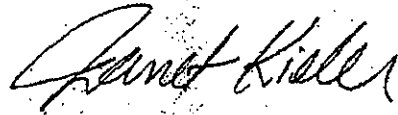
This permit specifically authorizes the identified entity to discharge from their wastewater treatment facilities, at the described location, to identified waters of the state, as stated in the certification which is on page one of this permit.

The authorization to discharge under this permit is in effect from the date of certification (page one of this permit) until the expiration date identified below.

This permit becomes effective on December 1, 2006, and shall expire at midnight, November 30, 2011 .

Reissued and signed this 5th day of June, 2008

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT



Janet Kieler, Permits Section Manager
WATER QUALITY CONTROL DIVISION

Permit Action Summary:

**Amendment #1 – Issued June 5, 2008, Effective August 1, 2008
Originally Issued November 01, 2006, Effective December 1, 2006**

TABLE OF CONTENTS

PART I

A. COVERAGE UNDER THIS PERMIT	4
1. <u>Eligibility</u>	4
2. <u>Application Requirements</u>	4
3. <u>Certification Requirements</u>	4
B. TERMS AND CONDITIONS	5
1. <u>Effluent Parameters</u>	5
2. <u>Site-specific Limitations</u>	5
3. <u>Onetime Sampling Analysis for Metals</u>	5
4. <u>Onetime Sampling Analysis for Organics</u>	5
5. <u>Other Site-specific Limitations</u>	5
C. MONITORING REQUIREMENTS	5
1. <u>Effluent Parameters</u>	5
D. DEFINITIONS	5
E. ADDITIONAL MONITORING REQUIREMENTS	6
1. <u>Representative Sampling</u>	6
2. <u>Discharge Sampling Point</u>	6
3. <u>Analytical and Sampling Methods for Monitoring</u>	6
4. <u>Records</u>	7
5. <u>Additional Monitoring by Permittee</u>	7
6. <u>Flow Measuring Device</u>	7
F. REPORTING	7
1. <u>Signatory Requirements</u>	7
2. <u>Quarterly Reports</u>	7
3. <u>Special Notifications</u>	8

PART II

A. MANAGEMENT REQUIREMENTS AND RESPONSIBILITIES	9
1. <u>Bypass</u>	9
2. <u>Upsets</u>	9
3. <u>Reduction, Loss, or Failure of Treatment Facility</u>	9
4. <u>Removed Substances</u>	10
5. <u>Minimization of Adverse Impact</u>	10
6. <u>Discharge Point</u>	10
7. <u>Inspections and Right to Entry</u>	10
8. <u>Duty to Provide Information</u>	10
9. <u>Availability of Reports</u>	10
10. <u>Transfer of Ownership or Control</u>	11
B. ADDITIONAL CONDITIONS	11
1. <u>Permit Violations</u>	11
2. <u>Civil and Criminal Liability</u>	11
3. <u>State Laws</u>	11
4. <u>Division Emergency Power</u>	11
5. <u>Severability</u>	11
6. <u>Oil and Hazardous Substance Liability</u>	11
7. <u>Property Rights</u>	11
8. <u>Modification, Suspension, or Revocation of Permit</u>	11

The application form can be obtained from the Division or from the website at www.cdphe.state.co/wq/PermitsUnit/landD070000DewateringApplication.pdf or by calling 303-692-3500. A summary of the information required in the application is provided below in Part I.A.2.

The Division shall have up to thirty (30) days after receipt of the application to request additional data and/or deny the authorization for any particular discharge. Upon receipt of additional information the Division shall have an additional 30 days to issue or deny authorization for any particular discharge.

If the Division determines that the operation does not fall under the authority of the general permit, then the information received will be treated as an individual permit application.

Authorization to discharge under this general permit shall commence immediately and shall expire on November 30, 2011. The Division must evaluate this general permit at least once every five (5) years and must also recertify the applicant's authority to discharge under the general permit at such time. Therefore, a permittee desiring continued coverage under this general permit must re-apply by May 1, 2011. The Division will determine if the applicant is eligible to continue to operate under the terms of the general permit. An application for an individual permit will be required for any point source discharge not reauthorized to discharge under the reissued general permit.

2. Application Requirements

The application referenced in Part I.A.1., above, will require the following information:

- a. The name, address, and descriptive location of the operation along with an accompanying USGS map, or a map of similar quality, which shows the location of all pertinent activities and the site boundary;
- b. The name of the principal in charge of operation, address, and phone number of the owner and of the field superintendent in responsible charge;
- c. A detailed site map that identifies all discharge points, and a schematic diagram showing the general area and/or routing of the activity;
- d. The name of water(s) receiving the discharge(s) and a listing of any downstream waters into which the receiving stream flows within five miles of the point of discharge;
- e. Description of the type of activity resulting in the discharge including the anticipated duration of activity and/or the discharge, anticipated volume, and rate of discharge, and the source of water which is to be discharged;
- f. Description of any wastewater treatment system and recycle/reuse utilized;
- g. A description of the methods and equipment to be used to measure flows and to analyze for pollutants of concern in the discharge; and,
- h. Storage of petroleum or chemicals on site.
- i. Discharge cannot be shown to be capable of causing new or increased loadings of parameters cited in Colorado's 303(d) list (<http://www.cdphe.state.co.us/regulations/wqccregs/100293wqlimitedsegtmdls.pdf>) for impairment for next receiving downstream State waters;

3. Certification Requirements

The applicant must certify that the following conditions exist at the operation or the operation will not be allowed to discharge under the authority of the general permit:

- a. This permit does not constitute authorization under 33 U.S.C. 1344 (Section 404 of the Clean Water Act) of any stream dredging or filling operations;
- b. The operation does not accept for treatment and discharge, by truck, rail, or dedicated pipeline, any hazardous waste as defined at Part 261, 6 CCR 1007-3, under the Hazardous Waste Commission Regulations;
- c. The certification does not allow for a mixing zone and all limits are end of pipe.

B. TERMS AND CONDITIONS

1. Effluent Parameters

In accordance with the Water Quality Control Commission Regulations for Effluent Limitations, Section 62.4,) and the Colorado Discharge Permit System Regulations, Section 61.8(2), the following limitations will be applicable to all discharges.

Parameter	Discharge Limitations Maximum Concentrations		
	30-Day Average	7-Day Average	Daily Maximum
Flow, MGD	Report	NA	Report
Total Suspended Solids, mg/l	30	45	NA
Oil and Grease, mg/l	NA	NA	10*
pH, s.u. (Minimum-Maximum)	NA	NA	6.5-9.0
Total Dissolved Solids, mg/l**	NA	NA	Report
Total Phosphorus, mg/l, as P****	NA	NA	Report
Site Specific			
Metals, ug/l****	Varies	Varies	Varies

*There shall be no visible sheen.
**Applicable only to waters of the Colorado River Basin.
*** Applicable only to waters with a control regulation for P.
****Applicable on a site by site basis.

2. Site-specific Limitations

Site-specific limitations for a parameter may be added on a case-by-case basis that are equivalent to the Basic Standards and Methodologies for Surface Water, or Regulation for Effluent Limitations, or any other applicable regulation, and would be specified in the certification along with the appropriate monitoring frequencies.

3. Onetime Sampling Analysis for Metals

The Division may request a onetime sampling and analysis for specific or all inclusive metals parameters on a site specific/ discharge specific basis. The permittee will be required to submit these results to the permit writer identified on the certification. The Division will then review the data to determine if any certification amendments are necessary based on the effluent monitoring results.

4. Onetime Sampling Analysis for Organics

The Division may request a onetime sampling and analysis for specific or all inclusive organics parameters on a site specific/ discharge specific basis. The permittee will be required to submit these results to the permit writer identified on the certification. The Division will then review the data to determine if any certification amendments are necessary based on the effluent monitoring results.

5. Other Site-specific Permit Conditions

Specific permit conditions may be added due to Division compliance order on consent, cease and desist order, or an EPA administrative order, or similar decree promulgated by the Division or EPA.

C. MONITORING REQUIREMENTS

1. Effluent Parameters

In order to obtain an indication of compliance or non-compliance with the effluent limitations specified in Part I, Section B.1, the permittee shall normally monitor the effluent parameters at the following required frequencies, however changes to these frequencies may be made on a site specific and/or discharge specific basis, as identified in the certification on page one of this permit, the results to be reported on the Discharge Monitoring Report ("DMR") (See Part I, Section F.2.):

Effluent Parameter	Measurement Frequency	Sample Type
Flow, MGD	Weekly	Instantaneous or Continuous
Total Suspended Solids, mg/l	Weekly	Grab
Oil and Grease, mg/l	Weekly	Visual*

- monitoring facilities.
6. "Material handling activities" include: storage, loading and unloading of any raw material, intermediate product, finished product, by-product, or waste product where such products could come in contact with precipitation.
 7. "Seven (7) day average" means the arithmetic mean of all samples collected in a seven (7) consecutive day period. Such seven (7) day averages shall be calculated for all calendar weeks, which are defined as beginning on Sunday and ending on Saturday. If the calendar week overlaps two months (i.e. the Sunday is in one month and the Saturday in the following month), the seven (7) day average calculated for that calendar week shall be associated with the month that contains the Saturday. Samples may not be used for more than one (1) reporting period.
 8. "Significant materials" include but are not limited to: raw materials; fuels; materials such as metallic products; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of SARA III; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharge.
 9. "Stormwater discharge associated with industrial activity" means any point source which is used for collecting and conveying stormwater, and which is located at an industrial site or directly related to manufacturing, processing or raw materials storage areas at an industrial site. The term includes, but is not limited to, stormwater discharges from drainage areas in which are located: industrial site yards; immediate access roads and rail lines; drainage ponds; material handling sites; refuse sites; sites used for the application or disposal of process waters; sites used for storage and maintenance of material handling equipment; sites that are or have been used for residual treatment, storage or disposal; dust or particulate generating processes; shipping and receiving areas; manufacturing buildings; and storage areas (including tank farms) for raw materials, and intermediate and finished products.
 10. "Thirty (30) day average" means the arithmetic mean of all samples collected during a thirty (30) consecutive-day period. The permittee shall report the appropriate mean of all self-monitoring sample data collected during the calendar month on the Discharge Monitoring Reports. Samples shall not be used for more than one (1) reporting period.
 11. "Visual" observation is observing the discharge to check for the presence of a visible sheen or floating oil.
 12. "Water Quality Control Division" or "Division" means the state Water Quality Control Division as established in 25-8-101 et al.)

Additional relevant definitions are found in the Colorado Water Quality Control Act, CRS §§ 25-8-101 et seq., the Regulations for the State Discharge Permit System, 5 CCR 1002-2, § 6.1.0 et seq and other applicable regulations.

E. ADDITIONAL MONITORING REQUIREMENTS

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other wastestream, body of water, or substance. Monitoring points shall not be changed without notification to and approval by the Division.

2. Discharge Sampling Point

Discharge points shall be so designed or modified so that a sample of the effluent can be obtained at a point after the final treatment process and prior to discharge to state waters. The permittee shall provide access to the Division to sample the discharge at these points.

3. Analytical and Sampling Methods for Monitoring

The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant-monitoring methods. Analytical and sampling methods utilized by the discharger shall be approved methods as defined by Colorado Regulations for Effluent Limitations (5 CCR 1002-3, 62.5), Federal regulations (40 CFR 136) and any other applicable State or Federal regulations.

When requested in writing, the Water Quality Control Division may approve an alternative analytical procedure or any significant modification to an approved procedure.

4. Records

- a) The permittee shall establish and maintain records. Those records shall include, but not be limited to, the following:

- (i) The date, type, exact place, and time of sampling or measurements;
 - (ii) The individual(s) who performed the sampling or measurements;
 - (iii) The date(s) the analyses were performed;
 - (iv) The individual(s) who performed the analyses;
 - (v) The analytical techniques or methods used; and
 - (vi) The results of such analyses.
- b) The permittee shall retain for a minimum of three (3) years records of all monitoring information, including all original strip chart recordings for continuous monitoring instrumentation, all calibration and maintenance records, copies of all reports required by this permit and records of all data used to complete the application for this permit. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the permittee or when requested by the Division.

5. Additional Monitoring by Permittee

If the permittee, using the approved analytical methods, monitors any parameter more frequently than required by this permit, then the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form or other forms as required by the Division. Such increased frequency shall also be indicated.

6. Flow Measuring Devices

Flow measuring and metering shall be provided to give representative values of throughput and treatment of the wastewater system. Unless specifically waived in the certification, the metering device shall be equipped with a local flow indication instrument and a flow indication-recording-totalization device suitable for providing permanent flow records, which should be in the plant control building.

At the request of the Director of the State Water Quality Control Division, the permittee must be able to show proof of the accuracy of any flow-measuring device used in obtaining data submitted in the monitoring report. The flow-measuring device must indicate values within ten (10) percent of the actual flow discharging from the point source.

7. Contamination:

If groundwater contamination is encountered, then the permittee is to contact the Division and, if appropriate, the owner of the collection system receiving the discharge. Since the discharge of contaminated groundwater is not covered under this permit, the permittee shall immediately apply for a groundwater remediation certification, http://www.cdphe.state.co.us/wq/PermitsUnit/landD/31000gasolinecleanup_application.pdf which will include appropriate requirements for additional discharge monitoring and on-site environmental response capabilities?

F. REPORTING

1. Signatory Requirements

All reports, applications, or information required for submittal shall be signed and certified for accuracy by the permittee in accord with the following criteria:

- a) In the case of corporations, by a principal executive officer of at least the level of vice-president or his or her duly authorized representative, if such representative is responsible for the overall operation of the operation from which the discharge described in the form originates;
- b) In the case of a partnership, by a general partner;
- c) In the case of a sole proprietorship, by the proprietor;
- d) In the case of a municipal, state, or other public operation, by either a principal executive officer, ranking elected official, or other duly authorized employee.

2. Monthly Reports

- (i) Bypass: The intentional diversion of waste streams from any portion of a treatment facility.
- (ii) Severe Property Damage: 1) Substantial physical damage to property at the treatment facilities to cause them to become inoperable, or 2) substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- (iii) Spill: An incident in which flows or solid materials are accidentally or unintentionally allowed to flow or escape so as to be lost from the domestic wastewater treatment works as defined in the Colorado Water Quality Control Act, which may cause pollution of state waters.
- (iv) Upset: An exceptional incident in which there is unintentional and temporary noncompliance with permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b) Noncompliance Notification

- (i) If, for any reason, the permittee does not comply with or will be unable to comply with any maximum discharge limitations, standards or conditions specified in this permit, the permittee shall, at a minimum, provide the Division and EPA with the following information:
 - (1) A description of the discharge and cause of non-compliance.
 - (2) The period of noncompliance, including exact dates and times and/or the anticipated time when the discharge will return to compliance; and
 - (3) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.
- (ii) The following instances of noncompliance shall be reported orally within twenty-four (24) hours from the time the permittee becomes aware of the circumstances, and a written report mailed within five (5) days of the time the permittee becomes aware of the circumstances. Oral notifications should be made by calling the Environmental Release and Incident Reporting Line at 877-518-5608. Written reports should be sent to Colorado Department of Public Health and Environment, Water Quality Control Division, WQCD-District Engineer, 4300 Cherry Creek Drive South, Denver, CO 80246-1530,
 - (1) Any instance of noncompliance, which may endanger human health or the environment, regardless of the cause for the incident.
 - (2) Any unanticipated bypass, or any upset or spill, which causes any permit limitation to be violated.
 - (3) Any suspected significant discharges of toxic pollutants or hazardous substances, which are listed in Part III. of this permit, regardless of the cause for the incident.
- (iii) The permittee shall report all other instances of noncompliance, which are not required to be reported within twenty-four (24) hours, at the time DMRs are submitted, except as required in (iv) below. The reports shall contain the information listed in "Noncompliance Notification" (paragraph (i) above).
- (iv) If the permittee knows in advance of the need for a bypass, it shall submit written notification to the Division of the need for such bypass at least ten days before the date of the contemplated bypass.

c) Submission of Incorrect or Incomplete Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or report to the Division, it shall promptly submit such facts or information.

d) Change in Discharge or Wastewater Treatment Facility

The permittee shall inform the Division (Technical Services Unit) in writing of any intent to construct, install, or alter any process, facility, or activity that is likely to result in a new or altered discharge either in terms of location or effluent quality prior to the occurrence of the new or altered discharge, and shall furnish the Division such plans and specifications which the Division deems reasonably necessary to evaluate the effect on the discharge and receiving stream.

If the Division finds that such new or altered discharge might be inconsistent with the conditions of the permit, the Division shall require a new or revised permit application and shall follow the procedures specified in Colorado State Discharge Permit System Regulations, 5CCR 1002.2, Sections 61.5 through 61.9(2), and 61.15 prior to the effective date of the new or altered discharge.

e) **Deactivation**

The permittee shall notify the Division (Permits Section) within thirty (30) days before deactivation of the permitted operation. Deactivation includes ceasing operation of the facility, ceasing all discharges to State Waters for the remaining term of the existing permit and/or the connection to another wastewater treatment facility.

PART II

A. MANAGEMENT REQUIREMENTS AND RESPONSIBILITIES

1. Bypass

- a) The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. Division notification is not required.
- b) A bypass, which causes effluent limitations to be exceeded, is prohibited, and the Division may take enforcement action against a permittee for such a bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - (iii) The permittee submitted notices as required in "Non-Compliance Notification," Part I.F. 3(b) (iv)

2. Upsets

a) Effect of an Upset

An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based (process-related) permit effluent limitations if the requirements of paragraph (b) of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

b) Conditions Necessary for a Demonstration of Upset

A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed contemporaneous operating logs, or other relevant evidence that:

- (i) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
- (ii) The permitted operation was at the time being properly operated; and
- (iii) The permittee submitted notice of the upset as required in Part I, Section C of this permit (24-hour notice).
- (iv) The permittee complied with any remedial measures required under 40 CFR 122.7(d).

c) Burden of proof

In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

3. Reduction, Loss, or Failure of Treatment

...of monitoring of the nature and impact of noncompliance.

6. Discharge Point

Any discharge to the waters of the State from a point source other than specifically authorized herein is prohibited.

7. Inspections and Right to Entry

The permittee shall allow the Division's Director, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

- a) To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit;
- b) At reasonable times to have access to inspect and copy any records required to be kept under the terms and conditions of this permit and to inspect any monitoring equipment or monitoring method required in the permit; and
- c) To enter upon the permittee's premises in a reasonable manner and at a reasonable time to inspect and/or investigate any actual, suspected, or potential source of water pollution, or to ascertain compliance or noncompliance with any applicable state or federal statute or regulation or any order promulgated by the Division. The investigation may include, but is not limited to the following: sampling of any discharge and/or process waters, the taking of photographs, interviewing of any persons having any knowledge related to the discharge permit or alleged violation, access to any and all facilities or areas within the permittee's premises that may have any affect on the discharge, permit, or alleged violation.
- d) The Division shall split samples taken by the Division during any investigation with the permittee if requested to do so by the permittee.

8. Duty to Provide Information

The permittee shall furnish to the Division, within a reasonable time, any information which the Division may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.

9. Availability of Reports

Except for data determined to be confidential under Section 308 of the Act and the Colorado Discharge Permit System Regulations 5 CCR 1002-2, Section 61.5(4), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division and the EPA's Regional Administrator.

As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act, and Section 25-8-610 C.R.S.

10. Transfer of Ownership or Control

A permit may be transferred to a new permittee only upon the completion of the following:

- a) The current permittee notifies the Division in writing 30 days in advance of the proposed transfer date;
- b) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and
- c) Fee requirements of the Colorado Discharge Permit System Regulations (Section 61.15) have been met.

B. ADDITIONAL CONDITIONS

1. Permit Violations

Failure to comply with any terms and/or conditions of this permit shall be a violation of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit.

2. Civil and Criminal Liability

Except as provided in Part I, Section C and Part II, Section A, nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance (See 40 CFR 122.60)

3. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibility, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Act.

4. Division Emergency Power

Nothing in this permit shall be construed to prevent or limit application of any emergency power of the Division.

5. Severability

The provisions of this permit are severable. If any provisions of this permit, or the application of any provision of this permit in any circumstance, are held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

6. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 (Oil and Hazardous Substance Liability) of the Act, except as recognized by federal law.

7. Property Rights

The issuance of this permit does not convey any property or water rights in either real or personal property or stream flow or any exclusive privileges, nor does it authorize any injury to private property, any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.-

8. Modification, Suspension, or Revocation of Permit

The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

All permit modification, termination or revocation and reissuance actions shall be subject to the requirements of the Colorado Discharge Permit System Regulations, Sections 61.5(2), 61.5(3), 61.8, and 61.15 except for minor modifications.

Minor modifications may only correct typographical errors, require a change in the frequency of monitoring or reporting by the permittee, change an interim date in a schedule of compliance or allow for a change in ownership or operational control of an activity including addition, deactivation or relocation of discharge points where the Division determines that no other change in the permit is necessary.

- a) This permit may be modified, suspended, or revoked in whole or in part during its term for reasons determined by the Division including, but not limited to, the following:

- c) This permit may be modified in whole or in part to include any condition set forth in the approval of the site location for the facility per Regulations for the Site Application Process, 5 CCR 1002-22, and Sections 22.1 through 22.14.
- d) At the request of a permittee, the Division may modify or terminate this permit and issue a new permit if the following conditions are met:
- (i) EPA's Regional Administrator has been notified of the proposed modification of termination and does not object in writing within thirty (30) days of receipt of notification;
 - (ii) The Division finds that the permittee has shown reasonable grounds consistent with the Federal and State statutes and regulations for such modifications or termination;
 - (iii) Fee requirements of Section 61.15 of Colorado Discharge Permit System Regulations have been met; and
 - (iv) Requirements of public notice have been met.
- e) This permit may be modified to reflect any new requirements for handling and disposal of biosolids as required by State or Federal regulations.
- f) This permit shall be modified or alternatively, revoked and reissued, to incorporate an approved Domestic Wastewater Treatment Works Pretreatment Program into the terms and conditions of this permit.
- g) If, during the term of this permit, industrial contributions to the DWTW are interfering, inhibiting or incompatible with the operation of the treatment works, then the permit may be modified to require the permittee to specify, by ordinance, contract, or other enforce- able means, the type of pollutant(s) and the maximum amount which may be discharged to the permittee's facility for treatment.

9. Permit Renewal Application

If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least one hundred eighty (180) days before this permit expires. If the permittee anticipates there will be no discharge after the expiration date of this permit, the Division must be promptly notified so that it can terminate the permit in accordance with Part II Section B.8.

10. Confidentiality

Any information relating to any secret process, method of manufacture or production, or sales or marketing data, which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the commission or the Division, but shall be kept confidential. Any person seeking to invoke the protection of this Subsection (10) shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

11. Fees

The permittee is required to submit an annual fee as set forth in the 1983 amendments to the Water Quality Control Act, Section 25-8-502 (l) (b), and Colorado Discharge Permit System Regulations 5CCR 1002-2, Section 61.15 as amended. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-601 et. seq., C.R.S. 1973 as amended.

PART III

PRIORITY POLLUTANTS AND HAZARDOUS SUBSTANCES
ORGANIC TOXIC POLLUTANTS IN EACH OF FOUR FRACTIONS
IN ANALYSIS BY GAS CHROMATOGRAPHY/MASS SPECTROSCOPY (GC/MS)
(SEE TABLE II, OF 40 CFR 122 APPENDIX D)

Volatiles

acrolein
acrylonitrile
benzene
bromoform
carbon tetrachloride
chlorobenzene
chlorodibromomethane
chloroethane
2-chloroethylvinyl ether
chloroform
dichlorobromomethane
1,1-dichloroethane
1,2-dichloroethane
1,1-dichloroethylene
1,2-dichloropropane
1,3-dichloropropylene
ethylbenzene
methyl bromide
methyl chloride
methylene chloride
1,1,2,2-tetrachloroethane
tetrachloroethylene
toluene
1,2-trans-dichloroethylene
1,1,1-trichloroethane
1,1,2-trichloroethane
trichloroethylene
vinyl chloride

Base/Neutral

acenaphthene
acenaphthylene
anthracene
benzidine
benzo(a)anthracene
benzo(a)pyrene
3,4-benzofluoranthene
benzo(ghi)perylene
benzo(k)fluoranthene
bis(2-chloroethoxy)methane
bis(2-chloroethyl)ether
bis(2-chloroisopropyl)ether
bis(2-ethylhexyl)phthalate
4-bromophenyl phenyl ether
butylbenzyl phthalate
2-chloronaphthalene
4-chlorophenyl phenyl ether
chrysene
dibenzo(a,h)anthracene
1,2-dichlorobenzene
1,3-dichlorobenzene
1,4-dichlorobenzene
3,3-dichlorobenzidine
diethyl phthalate
dimethyl phthalate
di-n-butyl phthalate
2,4-dinitrotoluene
2,6-dinitrotoluene
di-n-octyl phthalate
1,2-diphenylhydrazine (as azobenzene)
fluorene
fluoranthene
hexachlorobenzene
hexachlorobutadiene
hexachlorocyclopentadiene
hexachloroethane
indeno(1,2,3-cd)pyrene
isophorone
naphthalene
nitrobenzene
N-nitrosodimethylamine
N-nitrosodi-n-propylamine
N-nitrosodiphenylamine
phenanthrene
pyrene
1,2,4-trichlorobenzene

Acid Compounds

2-chlorophenol
2,4-dichlorophenol
2,4-dimethylphenol
4,6-dinitro-o-cresol
2,4-dinitrophenol
2-nitrophenol
4-nitrophenol
p-chloro-m-cresol
pentachlorophenol
phenol
2,4,6-trichlorophenol

Pesticides

aldrin
alpha-BHC
beta-BHC
gamma-BHC
delta-BHC
chlordan
4,4'-DDT
4,4'-DDE
4,4'-DDD
dieldrin
alpha-endosulfan
beta-endosulfan
endosulfan sulfate
endrin
endrin aldehyde
heptachlor
heptachlor epoxide
PCB-1242
PCB-1254
PCB-1221
PCB-1232
PCB-1248
PCB-1260
PCB-1016
toxaphene

OTHER TOXIC POLLUTANTS
(METALS AND CYANIDE) AND TOTAL PHENOLS
(SEE TABLE III, OF 40 CFR 122 APPENDIX D)

Antimony, Total
Arsenic, Total
Beryllium, Total

Allyl chloride
Amyl acetate
Aniline
Benzonitrile
Benzyl chloride
Butyl acetate
Butylamine
Captan
Carbaryl
Carbofuran
Carbon disulfide
Chlorpyrifos
Coumaphos
Cresol
Crotonaldehyde
Cyclohexane
2,4-D(2,4-Dichlorophenoxy acetic acid)
Diazinon
Dicamba
Dichlobenil
Dichlone
2,2-Dichloropropionic acid
Dichlorvos
Diethyl amine
Dimethyl amine
Dinitrobenzene
Diquat
Disulfoton
Diuron
Epichlorohydrin
Ethanolamine
Ethion
Ethylene diamine
Ethylene dibromide
Formaldehyde
Furfural
Guthion

Keithane
Kepone
Malathion
Mercaptodimethur
Methoxychlor
Methyl mercaptan
Methyl methacrylate
Methyl parathion
Mexacarbate
Monoethyl amine
Monomethyl amine
Naled
Naphthenic acid
Nitrotoluene
Parathion
Phenolsulfanate
Phosgene
Propargite
Propylene oxide
Pyrethrins
Quinoline
Resorcinol
Strontium
Strychnine
Styrene
TDE (Tetrachlorodiphenylethane)
2,4,5-T (2,4,5-Trichlorophenoxy acetic acid)
2,4,5-TP [2-(2,4,5-Trichlorophenoxy) propanoic acid]
Trichlorofan
Triethylamine
Trimethylamine
Uranium
Vandium
Vinyl Acetate
Xylene
Xylenol
Zirconium

RATIONALE for AMENDMENT 1

CDPS GENERAL PERMIT FOR CONSTRUCTION DEWATERING ACTIVITIES

CDPS NO. COG-070000, STATEWIDE COVERAGE

Update (April 2008)

This is the first amendment of the general permit for wastewater associated with construction dewatering which discharge to waters of the State.

The most significant changes in this renewal are summarized below.

- A. The ability of the Division to request a onetime sampling analysis for metals, as well as organics, has been added. The permit writer may request the additional monitoring if information about the facility indicates the potential for groundwater contamination. The Division will review the results of the requested sampling to determine if additional parameters need to be added for permit limitations and monitoring in the certification. Should contamination be detected based on the sampling results, the permittee will be required to instigate remedial activities to become compliant with all relevant stream standards for all parameters and may be required to apply for a Groundwater Remediation Permit, COG-315000. Discharge of contaminated groundwater is not covered under this permit.*
- B. The monitoring frequency of total suspended solids has been changed from monthly to weekly and the monitoring frequency of total dissolved solids from weekly to monthly.*
- C. The ability of the Division to change the monitoring frequencies of the specified effluent limitations has been added. The monitoring frequency may be changed based on site specific and/or discharge specific basis.*

*Maura McGovern
April 9, 2008*

PUBLIC NOTICE COMMENTS

No Comments were received during the Public Notice Period.

*Maura McGovern
June 5, 2008*



Enterprise Products™

ENTERPRISE PRODUCTS PARTNERS LP
ENTERPRISE PRODUCTS OPERATING LLC

ENTERPRISE PRODUCTS GP, LLC, GENERAL PARTNER
ENTERPRISE PRODUCTS OLPGP, INC., SOLE MANAGER

May 22, 2009

Federal Express

Colorado Department of Public Health and Environment
Water Quality Control Division
Permits and Enforcement Section
WQCD-PE_B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

**RE: CDPS Permit Application
Jackrabbit Extension and Laterals Pipeline
Garfield County, Colorado**

Dear Ms. Morgan:

Enterprise Products Operating, LLC (Enterprise) is requesting a permit to discharge groundwater that may be present during the construction of a natural gas pipeline system. The permit would be applicable to activities relating to the dewatering of the Jackrabbit Extension and Laterals Pipeline Project located in Garfield County, Colorado.

A dewatering event is not anticipated during the construction of this project. As a precautionary measure, Enterprise is applying for a permit should groundwater occur within the pipeline trench during construction. Items 5 and 6 on the application request an expected dewatering location; a center mark was established were the pipeline intersects a jurisdictional wetland, a probable place of groundwater infiltration should it occur. Construction of the pipeline in this area will follow United States Army Corps of Engineers (USACE) Nationwide Permit No. 12 (NWP12) guidelines and requisites.

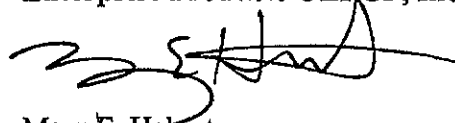
In the event that dewatering of ground water is necessary, pipeline construction contractors will implement best management practices (BMPs) and all CDPHE protocol will be adhered to in an expedient and professional manner. BMP installation will occur as follows:

- Water will be pumped from the trench downhill into sagebrush/serviceberry vegetation
- Initial discharge is to occur into sediment bags,
- Sediment bags will be contained within over-sized earthen sediment basins,

Should you have any questions or need additional information, please contact Mr. Chris Gauthier, our area environmental representative at 303-330-7952 or me directly at 713-381-6595.

Sincerely,

Enterprise Products Operating LLC
Enterprise Products OLPGP, Inc. sole manager



Mary E. Hebert
Director, Field Compliance

/sjn
enclosures

cc: Chris Gauthier
Ryan Lunsford
Maurice Foye, HRL Compliance Solutions Inc.

CONSTRUCTION DEWATERING- INDUSTRIAL WASTEWATER DISCHARGE APPLICATION	FOR AGENCY USE ONLY									
	PERMIT NUMBER									
	G	O	G	-	0	7	-	-	-	-
	DATE RECEIVED									
	YEAR			MONTH			DAY			

ALL APPLICANTS MUST FOLLOW THE ATTACHED INSTRUCTIONS FOR COMPLETION OF THIS FORM

Please print or type. All items must be completed accurately and in their entirety or the application will be deemed incomplete and the application returned. Processing of the application will not begin until all information is received. Please refer to the instructions for information about the required items. **Original signatures are required for item 14.**

GENERAL INFORMATION

1. Name and address of permit applicant (Legal representative must sign application):

Name Enterprise Products Operating LLC

Mailing Address P.O. Box 4324

City, State and Zip Code Houston, TX 77210

Who is applying for the permit? Property Owner Contractor/Operator

Contact Terry L. Hurlburt Title Senior VP, Operations

Phone Number (713) 381-6500 Email Address _____

2. Name and address of the property owner if operator/contractor is applying for the permit:

Name Chevron, POC, Craig Tysse

Mailing Address 760 Horizon Drive #401,

City, State and Zip Code Grand Junction, CO 81506

Phone Number (970) 285-9722 Email Address Not Applicable

3. When will dewatering begin? 06/09 Estimate how long dewatering will last: Years 0 Months 5

4. Type of activity: e.g., highway bridge and tunnel construction, storm drain expansion, etc. and a description of activities being performed, including construction schedule and months of operation. Specify source(s) of wastewater to be discharged (i.e. well, foundation excavation, trenching, etc). Installation of a natural gas

Utility line system (see attached letter and map for description)

6. **Latitude/Longitude:** List the latitude and longitude for each discharge location (outfall). Use decimal degree format. If the exact discharge location is not known, list the latitude and longitude of the center point of the construction project.

001A Latitude 39.519°N Longitude 108.177°W. (e.g., 39.703°, 104.933°)
degrees (to 3 decimal places) degrees (to 3 decimal places)

002A Latitude N/A Longitude N/A (e.g., 39.703°, 104.933°)
degrees (to 3 decimal places) degrees (to 3 decimal places)

7. Will the discharge go to a ditch? YES NO
- If YES, in table 9 include the name of the ultimate receiving waters where the ditch discharges.
 - If YES, submit documentation that the owner of the ditch allows this discharge. **No certification will be processed unless documentation of approval is received.**
8. Will the discharge go to a storm sewer? YES NO
- If YES, in table 9 include the name of the ultimate receiving waters where the storm sewer discharges.
 - If YES, applicant must contact (prior to discharging) the owner of the storm sewer system to verify local ordinances and any additional requirements.
9. **Discharge Information:** In the table below, include the following information for the discharge: (SEE INSTRUCTIONS)
- Include the number of discharge points (outfalls).
 - Include the name of the receiving stream(s).
 - Include the approximate location of the discharge (e.g. “discharge will occur between 5th Avenue and 20th Avenue”, or “the discharge will enter the storm sewer located at the corner of Speer Blvd and 8th Ave., which eventually flows to Cherry Creek”)
 - Include the estimated flow of the discharge; this can be based on pump capacity or other applicable measure.

OUTFALL NUMBER	RECEIVING STREAM(s)	APPROXIMATE LOCATION OF DISCHARGE	ESIMATED FLOW RATE (e.g., pump capacity)
001A	Garden Gulch	39.519862°N / 108.176327°W	425 GPM
002A	Not applicable	Not applicable	Not applicable

Sampling and Reporting Requirements: Sampling must occur at every end-of-pipe dewatering location (after going through your choice of BMP, if necessary), as required in the Construction Dewatering permit. Discharge Monitoring Reports (DMRs) must be submitted to the Division monthly. The sampling results must be maintained on the construction site.

10. A location map designating the location of the construction site and the discharge(s) to the receiving water(s) listed in Item 8. A north arrow shall be shown. **This map must be on paper 8 ½ x 11 inches.**

11. A legible sketch of the site shall be submitted and include the location of end of pipe dewatering discharge at the site (e.g. where the flow will be discharged from the pump or BMP), the BMP(s) that will be used to treat the discharge(s), and the sampling location(s). Refer to the instructions for additional guidance specific to sites with multiple potential dewatering locations. **This map must be on paper 8 1/2 x 11 inches.**

Best Management Practices (BMP)—The implementation of one or more BMPs will typically be needed to comply with the requirements of the permit. If the discharge water isn't visibly clear or when dewatering re-suspends sediments BMPs must be used. Common structural BMP(s) include, but are not limited to: Desilting Basins, Sediment Traps, Weir Tanks (Baker Tank), Dewatering Tanks, Cartridge Filters, and Gravity Bag Filters. Depending on the size of the particles present in the dewatering discharge one or a combination of different types of BMPs may be needed.

ADDITIONAL INFORMATION

12. Potential Groundwater Contamination:

a. Is this operation located within one mile of a landfill, abandoned landfill or any mine or mill tailings? YES NO

b. Has the dewatering discharge been analyzed for any parameters (pH, Total Suspended Solids, Oil and Grease, etc.)?

YES NO If YES, please attach a copy of the sampling results.

c. Has the dewatering area been checked for possible groundwater contamination, such as plumes from leaking underground storage tanks, etc (SEE INSTRUCTIONS)? YES NO

If YES, show location of the landfill, tailings, or possible groundwater contamination on the location map (11) or general sketch map (12). Explain the location, extent of contamination, and possible effect on the groundwater pumping from this facility. Attach a copy of the sampling results. Note: Contact Water Quality Control Division for the proper water chemistry parameters to report.

13. Does the applicant have a Stormwater Permit for Construction Activities? YES NO PENDING

If Yes, Stormwater Construction Permit Number COR-03D733

Note to the applicant: Upon review of the application, the Division may request additional discharge information, or analysis of certain parameters once the application has been reviewed.

If the Division requests a representative analysis of the water which will be discharged, the application processing time may be lengthened.

14. Signature of permit applicant:

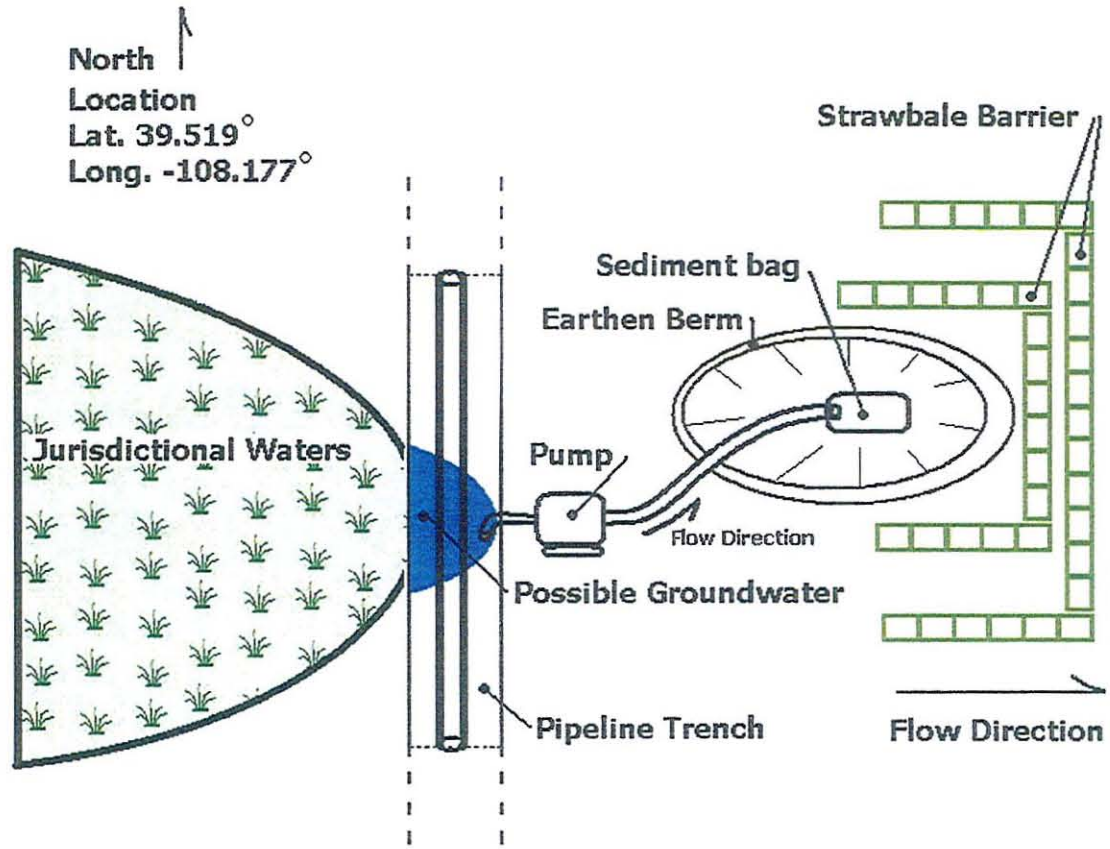
"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Signature

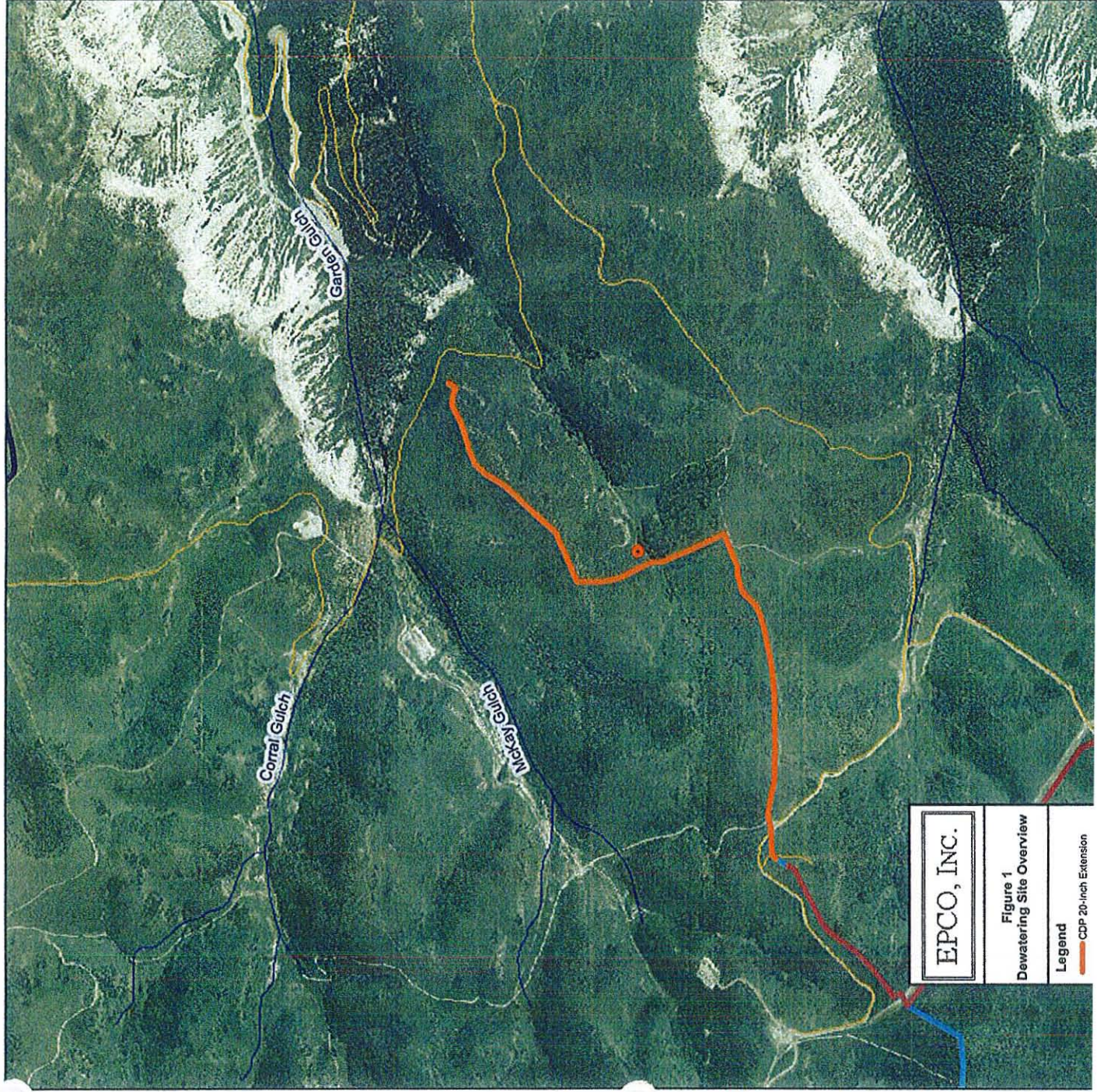
Date Signed

5/22/09

BMP Location Sketch, Figure 1.



Piceance Basin Gathering System Jackrabbit Extension and Laterals



EPCO, INC.

Figure 1
Dewatering Site Overview

Legend
CDP 20-inch Extension

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Traffic & Safety Section

222 South 6th Street, Room 100
Grand Junction, Colorado 81501
(970) 248-7230



April 13, 2007

Brenda Linster Herndon
Encana Oil and Gas USA Inc.
2717 CR 215, Suite 100
Parachute, CO 81536

RE: State Highway Access Permit No. 307041, Located on Highway 006, Milepost 67.7, in County Garfield

Dear Permittee or Applicant:

Enclosed is your Notice to Proceed for the above stated access permit. This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from the date of issue if not under construction or complete. Your permit will expire on **April 13, 2008**. Access Permits may be extended in accordance with Section 2.3(11)(3), of the Access Code. Please contact me if you want to extend your permit. You must obtain a new Notice to Proceed following the suspension of work through the winter (1st of November – end of March).

- You shall notify the C.D.O.T. Inspector, Rodney Gramham, in Parachute, at (970) 283-5544 at least 48 hours prior to commencing construction within the State Highway right-of-way. All construction shall be completed in an expeditious and safe manner and shall be finished within 45-days from initiation.
- You must contact the C.D.O.T. Inspector listed above **upon completion** of the access construction to request a final inspection prior to any use as allowed by this permit.
- All materials and construction shall be completed in accordance with all applicable Department Standards and Specifications, and constructed in conformance with 2 CCR 601-1, State Highway Access Code, including any additional terms and conditions of the issued permit.
- A fully endorsed copy of the issued Access Permit and Notice to Proceed shall be available for review at the construction site during construction.

If you have any questions, or need more information, please contact me at the above numbers.

Sincerely,

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.



Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
-----------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X)	Title	Date
-----------	-------	------

Copy distribution:

Required:

- 1. Region (original)
- 2. Applicant
- 3. Staff Access Section

Make copies as necessary for:

- Local Authority
- MTCE Patrol
- 09-2 Dave Jackson
- Inspector Brad Brophy
- Traffic Engineer

Form 1265 8/98, 6/99

TRAFFIC CONTROL PLAN

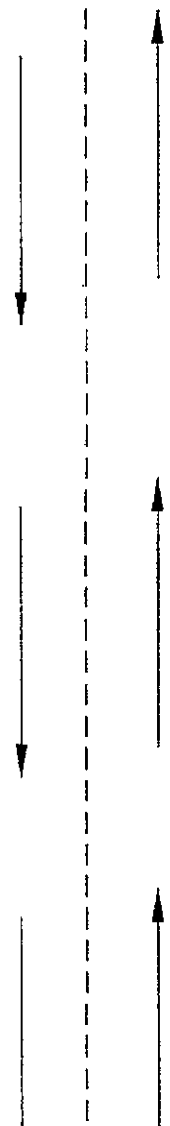
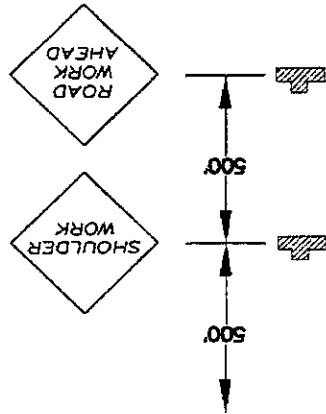
REV. NO:

NUMBER:

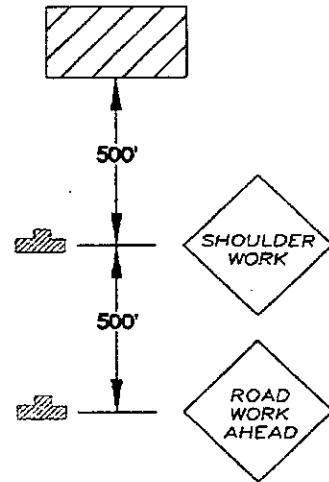
DATE:

SHEET:

OF:

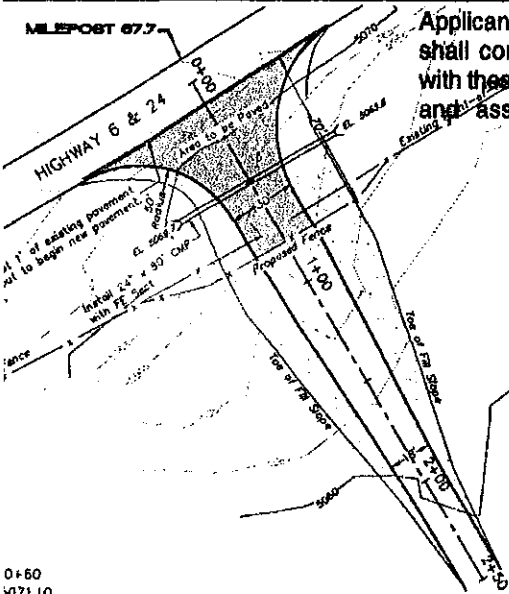


CDOT Access Permit No. 307041
Notice to Proceed Specifications-Exhibit B
In accordance with Access Permit Terms and Conditions, these specifications and special provisions were submitted to CDOT by the Applicant's Engineer of Record. The Permittee shall complete all construction in accordance with these specifications and special provisions and associated plans (NTP Exhibit A)



CDOT Access It No. 307041
Notice to Proceed Specifications-Exhibit B
 In accordance with Access Permit Terms and
 Conditions, these specifications and special
 provisions were submitted to CDOT by the

Applicant's Engineer of Record. The Permittee
 shall complete all construction in accordance
 with these specifications and special provisions
 and associated plans (NTP Exhibit A)

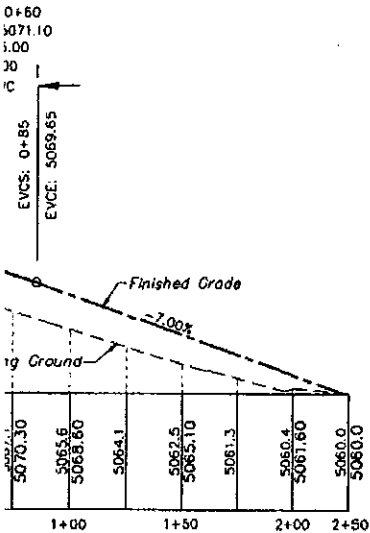


E7OU APPROACH NOTES

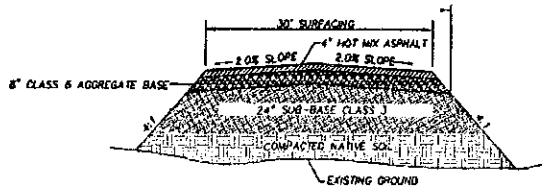
1. A MINIMUM OF 1' OF EXISTING ASPHALT SHALL BE SAW CUT AWAY FROM THE EDGE OF THE ROADWAY WHERE THE ACCESS PAVEMENT IS TO ABUT AGAINST THE EXISTING PAVEMENT.
2. COMPACTION OF SUBGRADE, EMBANKMENT, AND BACKFILL SHALL COMPLY WITH SECTION 203.08 OF THE COLORADO HIGHWAY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. CLASS 3 SUB-BASE SHALL BE COMPACTED IN 6" LIFTS.
4. CLASS 6 AGGREGATE BASE COURSE SHALL BE COMPACTED IN TWO 4-INCH LIFTS.
5. HOT MIX ASPHALT SHALL CONFORM TO SECTION 403 OF THE COLORADO HIGHWAY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE HMA SHALL BE GRADING SX OR GRADING S AND SHALL BE PLACED AND COMPACTED IN TWO 2-INCH LIFTS.

ENGINEERS CERTIFICATION

I, John E. Vasey, certify that this design was completed under my direct supervision.



TYPICAL APPROACH SECTION
 NOT TO SCALE



TYPICAL CROSS SECTION

Map Showing
EnCana Oil & Gas (USA) Inc.
E7OU Highway Approach
 SW1/4 NE1/4 of Section 6,
 T8S, R96W, 6th P.M.
 GARFIELD COUNTY, COLORADO

Project No.	07-04-33	Scale: As Shown	SHEET
Date	4/02/07	Date Surveyed: March 2007	1
Drawn:	4/02/07	Latest Revision Date:	OF 1



806 Main Street
 Evanston, Wyoming 82630
 Phone No. (307) 789-4546

1"=50' VERTICAL SCALE: 1" = 10'
PROFILE

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 307041
<i>pa. 4/12/07 D.A.</i>			State Highway No/Mp/Side 006 M / 67.700 / L
Permit fee \$100.00	Date of transmittal 3/24/2007	Region/Section/Patrol 3 / 02 / 09-2 Dave Jackson	Local Jurisdiction Garfield County

The Permittee(s): Specialty Restaurants Dennis Stahl 8191 E Kaiser Boulevard Anaheim, CA 92808 970-984-3720	Applicant: Encana Oil and Gas USA Inc. Brenda Linster Herndon 2717 CR 215, Suite 100 Parachute, CO 81536 970-285-2608	Ref No.: 07-027
--------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------	-----------------

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the issuing authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location:
Located on the south side of Hwy 006M, a distance of 1584 feet ~~west~~ of MP 68.
West Bluff

Access to Provide Service to: (Land Use Code:)	(Size or Count)	(Units)
995 - Temporary Drilling Operation	20	DHV
170 - Gas Well Maintenance	10	DHV

Other terms and conditions:

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

By (x)	Date	Title
-----------	------	-------

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Brad Brophy with the Colorado Department of Transportation, telephone nbr. (970) 248-7360 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature (x) <i>David Tallichet</i>	Date 4-5-07
Permittee Printed Name: <i>DAVID TALLICHET</i>	

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

By <i>D. P. ...</i>	Date (of issue)	Title <i>...</i>
---------------------	-----------------	------------------

of the State Highway Access Code. These are provided for your convenience in the sections of the Access Code. A copy of the State Highway Access Code is available from the local government or the Colorado Department of Transportation. If the issuing authority made its decision based in part on information in a category which is assigned to the highway, what alternative access to other roads and design standards. Changes in use or design not approved by the Department may result in the revocation or suspension of the permit.

Subject to the denial of a permit application by the Department or object to any action taken by the Department, the applicant and permittee (appellant) have the right to appeal a decision to the Transportation Commission of Colorado. To appeal a decision, submit a request for a hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial. Submit the request to the Transportation Commission of Colorado, P.O. Box 80222-3400. The request shall include reasons for the appeal and any conditions that would be acceptable to the permittee or applicant.

An appeal of a permit application by a local issuing authority shall be filed with the local authority and shall follow the local procedures of the local authority.

At an administrative hearing, the appellant has the option of including within the appeal a request for an internal administrative review committee pursuant to (Code) subsection 2.10. If the appeal is not resolved, processing of the appeal for formal administrative hearing, 2.9(5) and (6). The Commission shall notify the Commission to proceed with the administrative hearing, or the Commission or the administrative law judge to withdraw the appeal. The two options are: administrative review committee, and the administrative hearing, may not run

meetings, administrative reviews or negotiations with the Department or the permittee regarding revisions or objections to the permit or a denial, if the permittee or applicant's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of notice of denial or transmittal of the permit.

If the access is not under construction within one year of the permit issue date, the permittee may request a one year extension from the issuing authority. The extension may be granted under any circumstances. If the access is not under construction, the permit will be considered expired. Any request for an extension must be submitted to the issuing authority before the permit expires. The request should state the reasons for the extension, when construction is anticipated, and include a copy of page 1 (face of the permit) of the permit. The local issuing authority shall obtain the approval of an extension, and shall notify the Department of all denied requests. A permittee wishing to reestablish an access permit that has expired may begin again with a new Notice to Proceed, automatically renews the access permit for the period of

one year if a Notice to Proceed is approved. (Code subsection 2.4)

Materials used in the construction of the access shall be stored in accordance with its appurtenances as required by the terms and conditions of the permit shall be stored in accordance with the terms and conditions of the permit except as provided in subsection 2.14. All materials used in the construction of the access shall be stored in accordance with the terms and conditions of the permit. Any materials used in the construction of the access shall be disposed of only as directed by the Department. All fencing, equipment and materials removed in the course of access construction shall be removed in accordance with the terms and conditions of the permit or the Department Inspector.

The permittee shall be responsible for the maintenance of the access within the highway right-of-way. Construction of the access shall not proceed until a Notice to Proceed is issued. The access shall be completed in an expeditious manner within 45 days from initiation of construction within the highway right-of-way. A maximum of 30 working days may be requested from the individual or office specified on

The Department may inspect the access during construction and upon completion of the access. Inspectors are authorized to enforce the terms and conditions of the permit and to halt any activities within state right-of-way that do not comply with the terms and conditions of the permit. Concurrent highway construction or maintenance work, that endangers the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and/or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

STATE HIGHWAY ACCESS PERMIT 307041

Located on Highway 006M near RP 67.7 Right

Issued to Specialty Restaurants

March 24, 2007

TERMS AND CONDITIONS

1. This access is only for the use and purpose stated in the Application and Permit. This Permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based in part upon the information submitted by the Permittee. The temporary portion of this access permit (Temporary Drilling Operation) will expire 3/24/08, following the expiration this access will serve as a Gas Well Maintenance access. Any subsequent relocation, reconstruction, or modifications to the access or changes in the traffic volume or traffic nature using the access shall be requested for by means of a new application. Any changes causing non-compliance with the Access Code may render this permit void, requiring a new permit.
2. This access shall be constructed 24-30 feet wide with turning radii to accommodate the minimum turning radius of the largest vehicle or 50 foot, whichever is greater. The turning radius shall be measured from the white line on the Hwy to the edge of the driveway.
3. The access shall be constructed perpendicular to the travel lanes of the State Highway for a minimum distance of 40 feet from the edge of roadway. Side slopes shall be at a 4:1 slope on the driveway. The driveway shall slope away from the highway at a -2% grade for the first 20 feet of driveway. This design shall be in conformance with section 4 of the State Highway Access Code, 2CCR 601-1.
4. Materials, Placing and Compaction of Driveway: Unless the applicant has approval from the Access Manager which may state otherwise, the following will be required for driveway construction. As a minimum the materials for this driveway shall include; Sub-base: class 3 gravel placed in 6 inch lifts, Base: 8 inches of class 6 gravel in two 4-inch lifts, Surface: 4 inches of pavement in two 2 inch lifts. Compaction of the subgrade, embankments and backfill shall comply with section 203.08 of the Colorado Highway Standard Specifications for Road and Bridge Construction.
5. The access shall be surfaced in accordance with Section 4.7 of the Access Code immediately upon completion of earthwork construction and prior to use. This access shall be hard surfaced in accordance with Section 4.7 of the Access Code a minimum distance of 50 feet from the traveled way or to the CDOT Right-of-Way. Where the hard surface is to abut existing pavement, the existing pavement shall be saw cut and removed a minimum of one foot back from the existing edge for bituminous, or until an acceptable existing cross slope is achieved. Surfacing shall meet the Department's specifications with minimum surfacing to be equal to or greater than existing highway conditions.
6. A 24-inch minimum culvert with protective end treatments shall be required for this access. The culvert shall be kept free of blockage to maintain proper flow and drainage.
7. A Notice to Proceed, CDOT Form 1265, is required before beginning construction on the access or any activity within the highway Right-of-Way. To receive the Notice to Proceed the applicant shall submit a complete packet to CDOT with the following items:
 - (a) A cover letter requesting a Notice to Proceed, and the intended date to begin construction.

- iii) Centerline profile of the access/Hwy connection showing depths, driveway slope, etc.
 - (c) Certificate of Insurance Liability as per Section 2.3(11)(i) of the State Highway Access Code.
 - (d) A certified Traffic Control Plan in accordance with Section 2.4(6) of the Access Code. The Traffic Control Plan shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during construction.
8. No drainage from this site shall enter onto the State Highway travel lanes. The Permittee is required to maintain all drainage in excess of historical flows and time of concentration on site. All existing drainage structures shall be extended, modified or upgraded, as applicable, to accommodate all new construction and safety standards, in accordance with the Department's standard specifications.
 9. Open cuts, which are at least 4 inches in depth, within 30 feet of the edge of the State Highway traveled way, will not be left open at night, on weekends, or on holidays, or shall be protected with a suitable barrier per State and Federal Standards.
 10. Nothing in this permit shall prohibit the chief engineer from exercising the right granted in CRS 43-3-102 Including but not limited to restricting left hand turns by construction of physical medial separations.
 11. The Permittee is responsible for obtaining any necessary additional Federal, State and/or City/County permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee. Permittee is also responsible for obtaining all necessary utility permits in addition to this access permit.
 12. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction. Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation.
 13. The Permittee shall provide accessibility features to accommodate all pedestrians including persons with disabilities for all pathways during and after construction.
 14. The permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board), and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.
 15. When it is necessary to remove any highway right-of-way fence, the posts on either side of the access entrance shall be securely braced with approved end posts and in conformance with

STATE HIGHWAY ACCESS PERMIT 307041

Located on Highway 006M near RP 67.7 Right
Issued to Specialty Restaurants

March 24, 2007

TERMS AND CONDITIONS (cont.)

the Department's M-607-1 standard, before the fence is cut, to prevent slacking of the remaining fence. All materials removed shall be returned to the Department.

16. It shall be the responsibility of the Permittee to maintain adequate site distance for this driveway. Trimming of vegetation or trees to maintain adequate site distance is the sole responsibility of the permittee.
17. Any damage to present highway facilities including traffic control devices shall be repaired immediately at no cost to the Department and prior to continuing other work.
18. During access construction no construction personnel vehicles will be permitted to park in the state highway right-of-way.
19. If the access has a gate across it, the gate shall be set back far enough from the highway so that the longest vehicle using it can clear the roadway when the gate is closed.
20. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department inspector. If mud is an obvious condition during site construction, it is recommended that the contractor build a Stabilized Construction Entrance or Scrubber Pad at the intended construction access to aid in the removal of mud and debris from vehicle tires. The details of the Stabilized Construction Entrance is found in the M & S Standards Plan No. M-208-1.
21. A fully executed complete copy of this permit and the Notice to Proceed must be on the job site with the contractor at all times during the construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
22. No work will be allowed at night, Saturdays, Sundays and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
23. The access shall be completed in an expeditious and safe manner and shall be completed within 45 days from initiation of construction within State Highway right-of-way or in accordance with written concurrence of the Access Manager. All construction shall be completed in a single season.
24. All costs associated with any type of utility work will be at the sole responsibility and cost of the permittee and at no cost to CDOT.
25. Areas of roadway and/or right-of-way disturbed during this installation shall be restored to their original conditions to insure proper strength and stability, drainage and erosion control. Restoration shall meet the Department's standard specifications for topsoil, fertilization, mulching, and re-seeding.
26. Upon the completion of the access and prior to any use as allowed by this permit, the applicant shall notify the Access Manager by certified mail within 10 days to request a final inspection. This request shall include certification that all materials and construction have been completed



Application for Driveway Permit

Person Obtaining Permit: Encana Oil and Gas(USA), Inc.
Application Date: 7/28/2008
County Road Number: 300

Permit Number: GRB08-D-77
Termination Date: 8/28/2008
Inspector: Bert Garlitz

District: Silt

hereby requests permission and authority from the Board of County Commissioners to construct a driveway approach (cs) on the right-of-way off of County Road, 300, 1200ft South of CR 300 / Hwy 6 & 24, located on the West side of road for the purpose of obtaining access to property.

Applicant submits herewith for the consideration and approval of the Board of County Commissioners, a sketch of the proposed installation showing all the necessary specification detail including:

1. Frontage of lot along road.
2. Distance from centerline of road to property line.
3. Number of driveways requested
4. Width of proposed driveways and angle of approach.
5. Distance from driveway to road intersection, if any.
6. Size and shape of area separating driveways if more than one approach.
7. Setback distance of building(s) and other structure improvements.
8. No unloading of equipment on county road, any damage caused to county road will be repaired at subdivision expense.
9. Responsible for two years from the date of completion.

General Provisions

- 1) The applicant represents all parties in interest, and affirms that the driveway approach (cs) is to be constructed by him for the bona fide purpose of securing access to his property and not for the purpose of doing business or servicing vehicles on the road right of way.
- 2) The applicant shall furnish all labor and materials, perform all work, and pay all costs in connection with the construction of the driveway(s). All work shall be completed within thirty (30) days of the permit date.
- 3) The type of construction shall be as designated and/or approved by the Board of County Commissioners or their representative and all materials used shall be of satisfactory quality and subject to inspection and approval of the Board of County Commissioners or their representative.
- 4) The traveling public shall be protected during the installation with proper warning signs and signals and the Board of County Commissioners and their duly appointed agents and employee shall be held harmless against any action for personal injury or property damage sustained by any reason of the exercise of the Permit.

- 8) Provisions and specifications outlined herein shall apply on all roads under the jurisdiction of the Board of County Commissioners of Garfield County, Colorado, and the Specifications, set forth on the attached hereof and incorporated herein as conditions hereof.
- 9) Final inspection of driveway will be required upon completion and must be approved by person issuing permit or representative of person issuing permit.
The inspection and sign off must be done prior to any CO from the Building and Planning Department being issued.
- 10) Contractor agrees to all Provisions in Exhibit A.

Special Conditions:

1. Driveway Width- 30ft
2. Culvert required? True Size: 15 inch by 100ft
3. Asphalt or concrete pad required? True Size of pad: 100ft wide x 20ft long x 4 in thick
4. Gravel portion required? True Length: 100ft
5. Trees, brush and/or fence need to be removed for visibility? True
6. Distance and Direction: As needed for safety and visibility
7. Certified Traffic Control Required? True
8. Work zone signs required? True
9. Stop sign required at entrance to County Rd

In signing this application and upon receiving authorization and permission to install the driveway approach (es) described herein the Applicant signifies that he has read, understands and accepts the foregoing provisions and conditions and agrees to construct the driveway(s) in accordance with the accompanying specification plan reviewed and approved by the Board of County Commissioners.

Signed: Sam M. (AGENT FOR)
Encana Oil and Gas(USA), Inc.

Address: 7717 CR 215 STE 100, PARACHUTE CO. 81635

Telephone Number: 970 434 4250

Permit granted 7/28/2008, subject to the provisions, specifications and conditions stipulated herein.

For Board of County Commissioners' of Garfield County, Colorado:

Rob Jones
Representative of Garfield County Road and Bridge Signature

Specifications

1. A driveway approach is understood to be that portion of the county road right-of-way between the pavement edge and the property line that is designed and used for the interchange of traffic between the roadway and abutting property.
2. At any intersection, a driveway shall be restricted for a sufficient distance from the intersection to preserve the normal and safe movement of traffic. (It is recommended for rural residence entrances that a minimum intersection clearance of 50 feet be provided and for rural commercial entrances a minimum of 100 feet be provided.)
3. All entrances and exits shall be so located and constructed that vehicles approaching or using them will be able to obtain adequate sight distance in both directions along the county road in order to maneuver safely and without interfering with county road traffic.
4. The Applicant shall not be permitted to erect any sign or display material, either fixed or movable, on or extending over any portion of the county road right-of-way.
5. Generally, no more than one approach shall be allowed any parcel or property the frontage of which is less than one hundred (100) feet. Additional entrances or exits for parcels having a frontage in excess of one hundred (100) feet shall be permitted only after showing of actual convenience and necessity.
6. All driveways shall be so located that the flared portion adjacent to the traveled way will not encroach upon adjoining property.
7. No commercial driveway shall have a width greater than thirty (30) feet measured at right angles to the centerline of the driveway except as increased by permissible radii. No noncommercial driveway shall have a width greater than twenty (20) feet measured at right angles to the centerline of the driveway, except as increased by permissible radii.
8. The axis of an approach to the road may be at a right angle to the centerline of the county road and of any angle between ninety (90) degrees and sixty (60) degrees but shall not be less than sixty (60) degrees. Adjustment will be made according to the type of traffic to be served and other physical conditions.
9. The construction of parking or servicing areas on the county road right-of-way is specifically prohibited. Commercial establishments for customer vehicles should provide off-the-road parking facilities.
10. The grade of entrance and exit shall slope downward and away from the road surface at the same rate as the normal shoulder slope and for a distance equal to the width of the shoulder but in no case less than twenty (20) feet from the pavement edge. Approach grades are restricted to not more than ten percent (10%).
11. All driveways and approaches shall be so constructed that they shall not interfere with the drainage system of the street or county road. The Applicant will be required to provide, at his own expense, drainage structures at entrances and exits, which will become an integral part of the existing drainage system. The Board of County Commissioners or their representative, prior to installation, must approve the dimensions and types of all drainage structures.



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 8- Primary Project Participants 9-104 (G)

Listing of company representative, company and individual acting as an agent for the company and construction company contacts. There are no federal and state agency contacts.

EPCO Inc.- Authorized Representative

Mr. Alex Lopez
P.O. Box 1298
Grand Junction, CO 81502
Phone: 970-261-6305
Email: aslopez@epco.com

Forerunner Corporation - Project Designer and Survey firm

Paul Akridge P.E.
Forerunner Corporation
3900 South Wadsworth Blvd. Suite 600
Lakewood, CO 80235
Phone: (303) 969-0223
Email: p.akridge@forerunner.corp

Pipeline Construction Company

To be determined

Philip B. Vaughan
President
PVCMI- Land Planning Division



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 9- Project Facilities 9-104 (H)

The Enterprise Gas Processing, LLC- Jackrabbit Extension and Laterals project facilities are noted in attached mapping prepared by Forerunner Corporation in Tab 2- Vicinity Map 9-104 (A).

The following drawings in Tab 2 detail the project facilities that are above grade.

All above grade piping at the pig launcher and pig receiver facilities will be painted Juniper Green to blend with the environment and the existing facilities on-site. The pig launcher and pig receiver sites will be fenced with 8' tall chain link fencing for security purposes.

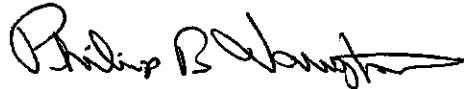
- A. 2.1 miles of 20 inch diameter mainline extension suction pipeline
- *Drawing 12499-1701-103 Jackrabbit Gathering System- Southern Pigging Facility- Site Plan- Rev. B
- *Drawing 12499-1701-004 Jackrabbit Gathering System Piping Plan- 20" Pig Launcher- Rev. B
- *Drawing 12499-1701-005 Jackrabbit Gathering System-Piping Elevations and Details- 20" Pig Launcher- Rev. B
- *Drawing 12499-1701-017 Jackrabbit Gathering System- Southern Pigging

C. 2.6 miles of 10 inch diameter Garden Gulch Lateral
*Drawing 12499-1702-100 10" Garden Gulch Lateral Launcher Site Plan Rev. A
*Drawing 12499-1702-101 10"Garden Gulch Receiver Site Plan Rev. B
*Drawing 12499-1702-001 Garden Gulch Lateral 10" Pig Receiver Piping Plan
Rev. 0
*Drawing 12499-1702-002 Garden Gulch Lateral 10" Pig Receiver Piping
Sections & Details Rev. 0
*Drawing 12499-1702-003 Garden Gulch Lateral 10" Pig Receiver 3D Isometric
Rev. 0
*Drawing 12499-1702-004 Garden Gulch Lateral 10" Pig Launcher Piping Plan
Rev. 1
*Drawing 12499-1702-005 Garden Gulch Lateral 10" Pig Launcher Piping
Sections & Details Rev. 0
*Drawing 12499-1702-006 Garden Gulch Lateral 10" Pig Launcher 3D Isometric
& Bill of Materials Rev. 0

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely



Philip B. Vaughan
President
PVCMI-Land Planning Division



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 11- Sensitive Area Survey 9-104 (J)

Please find below relevant sections of the Garfield County Unified Land Use Resolution of 2008 in regards to the Jackrabbit Extension and Laterals project.

9-104 (J) “Sensitive Area Survey: List the types and areas of concern along the pipeline right-of-way, such as: sensitive plant populations; identified cultural, archeological, paleontological resources; and wetlands identified during preconstruction environmental surveys, if applicable.”

Enterprise Gas Processing, LLC has contracted with a respected environmental science firm, WestWater Engineering from Grand Junction, CO.

The following reports are attached:

- A. Wildlife and Sensitive Areas Report dated May 2009 prepared by WestWater Engineering.
- B. PBS&J Section 3.7- Cultural Resources Review for project
- C. Limited-Results Cultural Resource Survey Form dated 4/16/08 for 21 acre pipeline staging area and the 7 acre office/storage staging area.
- D. Habitat Assessment for the Collbran Pipeyard Parcels dated 5/2/08.

WestWater Engineering has prepared a review and analysis of the proposed right-of-way alignment in regards to identification of the following on private property:

The critical mating season occurs from March 1 to May 31 and nesting/brood rearing activity occurs from April 15 to July 15. The applicant will not conduct construction activities for this project during these timelines.

- G. American Elk and Mule Deer- Pages 14 of 24. There is mule deer and American elk summer range along the route and is in a portion of the Roan Plateau elk production area and mule deer fawning habitat. The applicant will avoid construction in the Elk production area North of Garden Gulch between the dates of May 15 and June 15.
- H. Black Bear and Mountain Lion- Pages 14 and 18 of 24. The pipeline route is within overall range for black bear and mountain lion and is not expected to have an adverse affect on these species.
- I. Small Mammals- Page 15 of 19 details small mammals in the area. Page 19 of 24 notes the small amount of the new disturbance is not expected to affect small mammal populations.
- J. Other Bird Species- Page 15 of 20 notes the bird species in the area.
- K. Reptiles- Page 15 of 24 notes the reptiles in the area.
- L. Amphibians- Page 15 of 24. Page 19 of 24 notes the small amount of the new disturbance is not expected to affect amphibian populations.
- M. Fish- Page 17 of 24 notes that the West Fork of Parachute Creek is the only perennial stream known to support fish populations in the area. Page 19 of 24 notes the potential for compromise of this habitat by decreased water quality conditions. A stormwater management plan has been developed for the project and attached in Tab 22- Construction Management Plan for the purposes of erosion and sediment control for disturbed areas.

Other Mitigation Measures:

Page 19 of 24-

2. Ongoing control of noxious and invasive weeds is recommended as an additional method to maintain native vegetation communities and favorable wildlife habitats. An "Integrated Vegetation and Weed Management Plan" is provided for this project in a separate report in Tab 12- Revegetation/Weed Management Plan.

Enterprise Gas Processing, LLC will comply with all applicable state and federal laws during construction of the pipeline in regards to sensitive and rare plant species and federally listed threatened and endangered birds.

Cultural, archeological, paleontological resources

Please note that we have designed the new pipeline largely within existing disturbed right-of-way areas, thus, there would not be any cultural, archeological or paleontological resources within this proposed right-of-way.

Cultural Resources- Please find attached section 3.7 of the PBS&J report noting that their review of the project area resulted in no previously documented cultural resource sites.

Wetlands

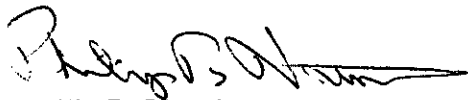
Pages 17 and 19 of 24 note wetlands. Please see Tab 7- Regulatory Permit Requirements. Wetland disturbance is permitted by the U.S. Army Corp of Engineers via the Nationwide Permit 12 for utility activities noted.

Consultation with the Colorado Division of Wildlife-

EPCO Representative Alex Lopez and Phil Vaughan attended a meeting with Albert Romero- District Wildlife Manager and Dan Skinner- District Wildlife Manager at the CDOW offices in Grand Junction, CO on May 28, 2009 to review the project alignment sheets, Wildlife and Sensitive Areas Report and the Integrated Vegetation and Noxious weed management plan.

Please contact me with any questions.

Sincerely



Philip B. Vaughan
President
PVCMI-Land Planning Division

WILDLIFE AND SENSITIVE AREAS REPORT

JACKRABBIT EXTENSION AND LATERALS

GARFIELD COUNTY, COLORADO



Prepared for:

**Enterprise Gas Processing, LLC
Grand Junction, Colorado**

Prepared by:

WestWater Engineering

approximately 9.5 miles northwest of Parachute, Colorado.

The pipeline consists of an extension to an existing pipeline and three lateral pipelines. The project will include Sections 1, 13, 21, 22, 23, 24, 25, 26, and 28 of Township 6 South, Range 97 West, Section 6 of Township 6 South Range 96 West, and Sections 1, 2, and 11 of Township 7 South Range 97 West. The project is illustrated in Figure 1.

The pipelines will be constructed entirely on private land. The project site is accessible via the Garden Gulch Road and various upgraded gravel roads that have recently been constructed in the project area for natural gas exploration and extraction.

The primary use of the site and surrounding area is rangeland, wildlife habitat, and recent natural gas extraction and development. The project area is currently undergoing natural gas development including the drilling of wells and the construction of pipelines, compressors and access roads.

1.2 General Survey Information

In preparation for developing the following report, WWE biologists performed field surveys and assessments of wildlife, wildlife habitats, and habitats for sensitive plant species within the proposed project area. WWE conducted surveys from late May through December 2008 and on May 4, 2009. The purpose of the surveys was to determine the wildlife and sensitive plant species that occupy the project area at various periods of the year, which would potentially be impacted as a result of pipeline construction and operational activities. Factors considered include: 1) soil type and texture; 2) existing land management; 3) absence or presence of wildlife and plant species including raptors, sage-grouse, and other sensitive birds species; 4) special designations by Federal and State wildlife agencies; 5) the existing natural vegetation community, and 6) wetlands/regulated waterways potentially within the jurisdiction of the Army Corps of Engineers (ACOE). This report provides written documentation that describes survey findings as well as recommended mitigation measures.

2.0 LANDSCAPE SETTING

2.1 Vegetation

Vegetation at the higher elevations is diverse, but dominated by a mixture of mountain big sagebrush (*Artemisia tridentata* var. *vaseyana*), Gambel oak (*Quercus gambelii*), serviceberry (*Amelanchier alnifolia*), antelope bitterbrush (*Purshia tridentata*), snowberry (*Symphoricarpos rotundifolius*), aspen (*Populus tremuloides*), and Douglas-fir (*Pseudotsuga menziesii*). Groves of aspen and Douglas-fir prefer northern exposures where temperatures and soil moisture are most suitable.

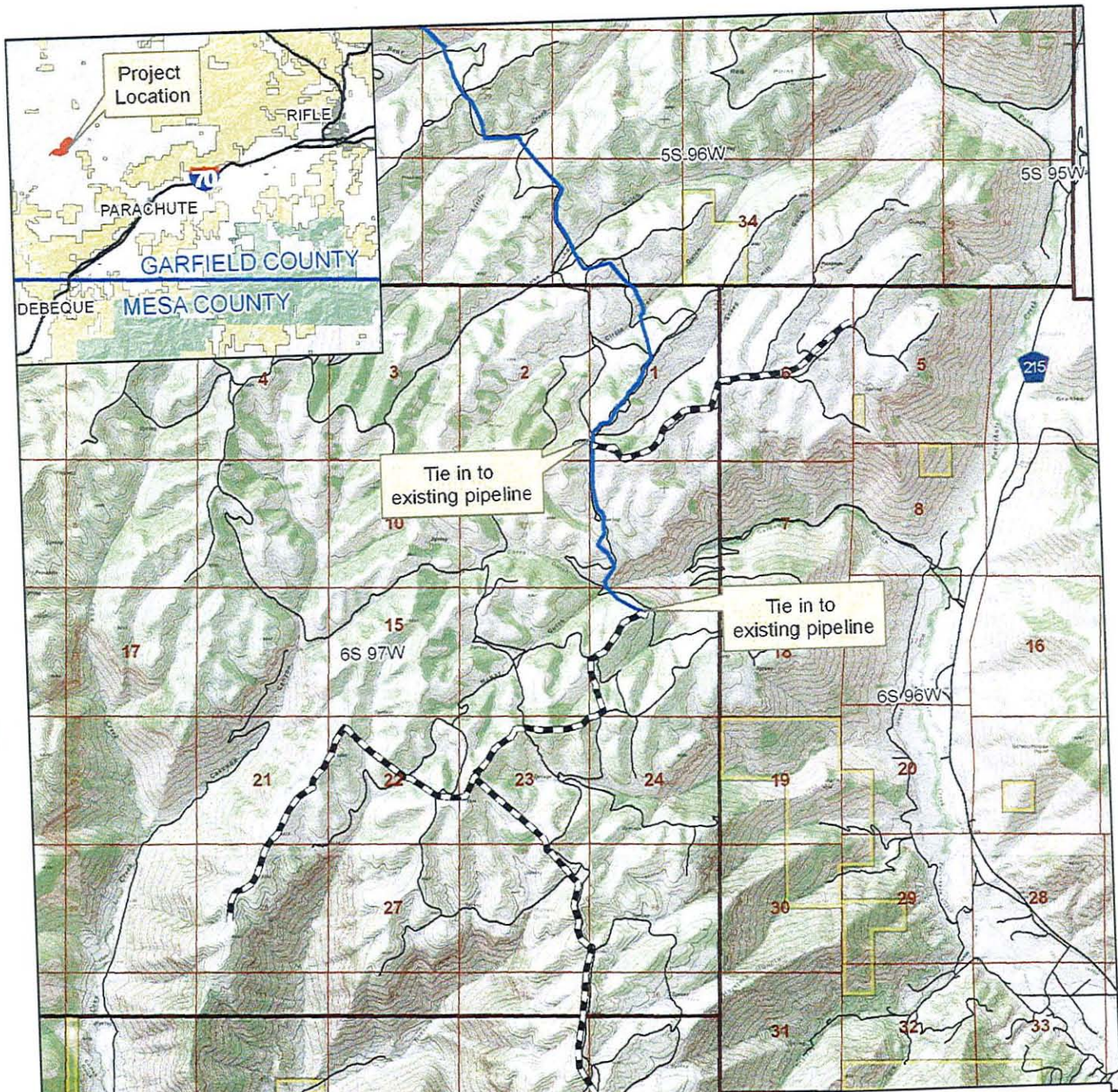


Figure 1
Enterprise Products
 Operating U.S.

rushes (*Juncus spp.*).

The climate for the Piceance Basin is considered semiarid with a wide range of temperatures and precipitation. The closest weather station is at the Altenbern Ranch on Roan Creek, which has provided reliable records to the National Oceanic and Atmospheric Administration (NOAA) since 1948. The average annual precipitation at the ranch is 16.41 inches, with a record low temperature of minus 38 degrees Fahrenheit and a record high temperature of 104 degrees Fahrenheit (NOAA website: www.noaa.gov). The average annual precipitation at the upper elevations in the project area should equal, and likely exceed, that observed at the Altenbern station on Roan Creek.

2.2 Soils

Soil types include loams and sandy loams that overlay broken shale derived from the Green River Formation. This formation is visible in the sheer canyons of Roan and Parachute Creeks and the Roan Cliffs overlooking the towns of Rifle, Parachute and DeBeque, Colorado. In many areas, soil profiles are not extensive and often only 12-24 inches of soil overlays deep, broken shale deposits. Soil types and the vegetation supported vary with elevation and slope aspect. Mapped soil types, as published by the Natural Resources Conservation Service (NRCS), U.S. Department of Agriculture (USDA), were reviewed to determine the soil types and vegetation characteristics of the project site and surrounding property (NRCS 2009).

Eight soil types are found in the project area and include the following:

1. Northwater-Adel complex, 5 to 50 percent slopes and vegetation is predominantly mature aspen groves with an understory of deciduous mountain shrubs, grasses and forbs. This soil type supports the large aspen complexes on the Roan Plateau.
2. Parachute-Irigul complex, 5 to 30 percent slopes and vegetation is dominated by sagebrush shrublands.
3. Parachute-Irigul-Rhone association, 25 to 50 percent slopes. Vegetation includes a mix of aspen and deciduous mountain shrubs including serviceberry with an understory of sagebrush.
4. Parachute loam, slopes of 25 to 65 percent. Vegetation of this soil type consists of mountain big sagebrush, serviceberry, Gambel's oak, snowberry, mountain brome, elk sedge, Letterman's needlegrass, and Idaho fescue. This soil type has severe limitations for use, has a high risk for erosion, and is primarily used for pasture, rangeland, forest, and wildlife habitat.
5. Parachute-Rhone loams, 50 to 30 percent slopes and vegetation includes serviceberry, sagebrush, and bitterbrush.

6. Rhone loams, slopes of 30 to 70 percent. Supports serviceberry, Gambel's oak, snowberry, Wood's rose, mountain brome, elk sedge, Idaho fescue, and Letterman's needlegrass. This soil type has severe limitations for use, has a high risk for erosion, and is primarily used for pasture, rangeland, forest, and wildlife habitat.
7. Silas loam, 1 to 12 percent slopes. Soils typically occur along drainage bottoms and supports aspen and riparian vegetation along perennial drainages.
8. Torriorthents, cool-Rock outcrop complex, 35 to 90 percent slopes. Slopes are often composed of bare shale soils with scattered sagebrush, grasses, and forbs. This soil type is suitable habitat for sensitive plant species such as Piceance bladderpod.

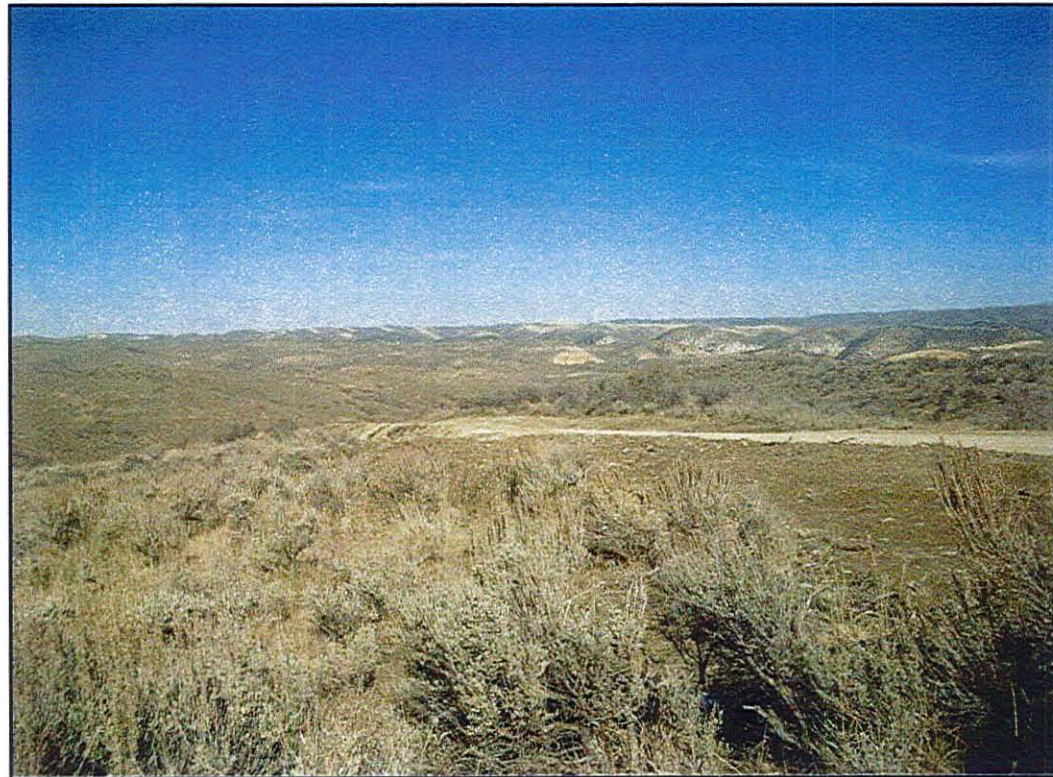


Photo 1. View of terrain and existing pipeline ROW in project area near Garden Gulch.

2.3 Terrain

Generally, the proposed pipeline alignment is located on a major north-south ridgeline of the Roan Plateau that separates Roan Creek on the west and Parachute Creek on the east. All the tributaries of the Colorado River system, located to the south. The topography is

3.1 Background Information

Descriptions of critical habitats for federally-listed threatened, endangered, and candidate fish and wildlife species were reviewed in the Federal Register, U.S. Department of the Interior, U.S. Fish and Wildlife Service (USFWS). Wildlife habitat (activities) maps, provided via the internet by the Colorado Division of Wildlife's (CDOW) Natural Diversity Information Source (NDIS), were reviewed and incorporated into this report in reference to mule deer, elk, and state-listed threatened, endangered, and species of "special concern"(CDOW 2008a).

A list of Birds of Conservation Concern (BOCC) and their habitats for the Southern Rocky Mountain Region and the Colorado Plateau was reviewed. This list is published by the USFWS through a Memorandum of Understanding with the BLM and the U.S. Forest Service (USFS), which places high conservation priorities for BOCC species (USFWS 2002). Not all of these BOCC species occur regularly in Colorado, and some are present only as seasonal migrants. Of those known to breed in Colorado, only a portion are known or suspected to breed within the vicinity of the proposed pipeline. Avian literature sources such as the "Birds of Western Colorado Plateau and Mesa Country" (Righter et al. 2004) and the "Colorado Breeding Bird Atlas" (Kingery 1998) were reviewed to determine the likelihood for species occurrence within the project area. Bird identification and taxonomic nomenclature are in accordance with that applied by the Colorado Breeding Bird Atlas Project (Kingery 1998).

The determination of the presence/absence of suitable habitat for Threatened, Endangered, and "Sensitive Species" (TESS) plants was based on previous WWE observations of typical habitat occupied by BLM or USFS sensitive plants, the Colorado Natural Heritage Program (CNHP) Rare Plant Field Guide (Spackman et al. 1997), and locations of species documented in the CNHP statewide database.

3.2 Survey Methods

A preliminary review of the project area, using aerial photography maps, was conducted to familiarize personnel with vegetation types and terrain and as an aid to help determine the likelihood of the presence of threatened, endangered, or sensitive wildlife and plant species. Field data including general project location, boundaries, and reported features were verified and/or recorded with the aid of a handheld global positioning system instrument (GPS) utilizing NAD83/WGS84 map datum, with all coordinate locations based on the Universal Transverse Mercator (UTM) coordinate system within Zone 12S.

WWE biologists physically surveyed the area to identify and locate wildlife species, wildlife sign (tracks, fecal droppings, and vegetation disturbance), vegetation communities, and wildlife habitats. Vegetation types were determined through field identification of plants, aerial photography, and on-the-ground assessments of plant abundance. Identification of plant species

was aided by using pertinent published field guides (Whitson et al. 2004, CWMA 2007, Kershaw et al. 1998, Weber 2001).

Visual searches for raptor and other bird species nests were focused on shale cliffs and aspen groves within a least a 0.25 mile distance from the proposed pipeline’s centerline. Nest searches and bird identification were aided with the use of binoculars and song recognition, where needed. In addition to these visual and audio searching techniques, biologists used the recorded call playback methodology described by P. Kennedy (Kennedy and Stahlecker 1993; the “Kennedy-Stahlecker-Rinker” method) as modified by R. Reynolds and others (1992) for the southwestern United States. WWE biologists used “Predation MP3 Game Caller” units and played the call of a Great Horned Owl or a Cooper’s Hawk alarm call in an attempt to locate raptors which often respond to the presence and calls of other raptors.

4.0 RESULTS OF SURVEY

4.1 TESS Plant Species

Special status species of plants that may be present in the project area, and their habitats, are listed in Tables 1 and 2 in two categories: 1) Federal Candidate Species (1 species), and 2) BLM Sensitive Species (5 species). Nomenclature and habitat descriptions are based on the CHNP literature (Spackman et al. 1997). No TESS plants were observed during the survey along the proposed Jackrabbit Extension and Laterals Pipeline. The terrain and soils do not appear suitable for the species listed in Table 2.

Table 1. Potential Federally-listed Threatened, Endangered and Candidate plant species.

Scientific Name	Common Name	Status*	Habitat Preference
<i>Penstemon debilis</i>	Parachute penstemon	C	Endemic to Garfield County with only five known occurrences; sparsely vegetated, south facing, steep, white shale talus in the Mahogany Zone of the Parachute Creek Member of the Green River Formation. Elevation: 7,800-9,000 ft

E= Federal Endangered, T= Federal Threatened, C= Federal Candidate

Table 2. BLM or CNHP listed sensitive plant species which may occur in the project area.

Scientific Name	Common Name	Habitat Preference
<i>Gentianella</i>	Utah gentian	Green River Formation; barren shale knolls and slopes; elevation 8,500

<i>heliophilum</i>	meadowrue	steep slopes below the Roan Cliffs, often in habitat similar to Roan Cliff blazingstar.
<i>Sullivantia hapemanii</i> <i>var. purpusii</i>	Hanging garden sullivantia	Occurs in and around waterfalls, wet cliff and boulders in shale geology on the Roan Plateau.

4.2 Federal Listed Threatened, Endangered, Candidate Wildlife Species

No federal listed threatened, endangered, or candidate wildlife species are known to occupy the site of the proposed pipeline alignment and, thus, none of these species are likely to be affected as a result of the proposed project. All perennial and ephemeral washes potentially affected by construction (silt loading) drain into Parachute Creek and from there into the section of the Colorado River that is designated critical habitat for the Federally endangered Colorado pikeminnow and razorback sucker (Maddux 1993).

4.3 State Listed Threatened, Endangered Special Concern Wildlife Species

WWE biologists determined that three state listed threatened, endangered or special concern species may occur within the project area and are listed in Table 3 (CDOW 2008b).

Table 3. Potential State-listed Threatened, Endangered and Special Concern wildlife species.

Scientific Name	Common Name	State Status	Habitat Preference
<i>Centrocercus urophasianus</i>	Greater Sage-Grouse	SC	Sagebrush dominated mountain steppe shrublands with rolling terrain. Large continuous areas of sagebrush on flat or gently rolling terrain with open areas in vicinity for leks. Breeds in Garfield County.
<i>Falco peregrinus anatum</i>	American Peregrine falcon	SC	High, sheer cliffs, typically overlooking open habitats including canyons and the Colorado River Valley. Elevation: 5,000 to 6,500 ft.
<i>Oncorhynchus clarki pleuriticus</i>	Colorado River cutthroat trout	SC	Perennial mountain streams on the Roan Plateau in drainages of Parachute and Roan Creeks.

* E= State Endangered, T= State Threatened, SC = Species of Concern

4.4 Birds of Conservation Concern (BOCC)

4.4.1 Raptors

Several raptor (birds of prey) species nest, reside, forage, or pass through the general area of the pipeline project. Raptor species that are common to the area include Golden Eagle, Red-tailed Hawk, American Kestrel, Cooper's Hawk, Sharp-shinned Hawk, Northern Harrier, Peregrine Falcon, Flammulated Owl, Long-eared Owl, and Great Horned Owl. The aspen groves and shale

cliffs existing in the project area are of sufficient height and density for tree and cliff nesting raptors.

Raptor species that are listed as BOCC in the Southern Rockies and the Colorado Plateau, and which may occur in the project area, are listed in Table 4. In addition to the BOCC list, eight other species of raptors that could potentially be found nesting in the pipeline project area are also listed in Table 4.

Table 4. Raptor species that may be present in the project area.

Common Name	Scientific Name	BOCC	Habitat & Breeding Records
Cooper's Hawk	<i>Accipiter cooperii</i>	N	Cottonwood riparian to spruce/fir forests, including piñon/juniper woodlands. Nests most frequently in pines and aspen.
Sharp-shinned Hawk	<i>Accipiter striatus</i>	N	High density young, or even-aged, stands of coniferous forest and deciduous forests of aspen or oak brush with small stands of conifers.
Red-tailed Hawk	<i>Buteo jamaicensis</i>	N	Diverse habitats including grasslands, piñon-juniper woodlands and deciduous, coniferous and riparian forests. Nests in mature trees (especially cottonwood, aspen, and pines) and on cliffs and utility poles.
Northern Harrier	<i>Circus cyaneus</i>	Y	Grassland, shrubland, agricultural areas, and marshes. Nests in areas with abundant cover (e.g., tall reeds, cattails, grasses) in grasslands and marshes. Also known to nest in high-elevation sagebrush.
Northern Goshawk	<i>Accipiter gentiles</i>	N	Typically in high elevation coniferous or aspen forest. Can occur in piñon-juniper habitat.
Peregrine Falcon	<i>Falco peregrinus</i>	Y	Piñon-juniper woodlands and coniferous and riparian forest near cliffs. Nests on ledges of high cliffs away from human disturbance.
Golden Eagle	<i>Aquila chrysaetos</i>	Y	Grasslands, shrublands, agricultural areas, piñon-juniper woodlands, and ponderosa forests. Prefers nest sites on cliffs and sometimes in trees in rugged areas.
American Kestrel	<i>Falco sparverius</i>	N	Coniferous and deciduous forests and open terrain with suitable perches. Nests in cavities in trees, cliffs and buildings.
Swainson's Hawk	<i>Buteo swainsoni</i>	Y	Nests in oak brush in shrubland and woodland communities on the Roan Plateau.
Flammulated Owl	<i>Otus flammeolus</i>	Y	Found commonly on the Roan Plateau, nests in aspen groves above 7,000 ft.
Great Horned	<i>Bubo</i>	N	Occupies diverse habitats including riparian, deciduous and

raptors would not be expected to be observed and survey data may not accurately identify nest activity during the current nesting season. The areas where autumn surveys were conducted have not been resurveyed during the 2009 nesting season. Because of this, there are potentially nests that were unoccupied during the 2008 surveys which may be occupied in 2009. Additional surveys are recommended during nesting season and before construction activities occur in the vicinity of any raptor nest.

Occupancy status of nests is based on the presence of primary and/or secondary evidence of current use by raptors. Primary evidence consists of adult birds, young, or eggs visible in or near the nest. Secondary evidence consists of new nest materials, whitewash, feathers, prey remains, or other evidence that a raptor has recently used a nest. Occupancy status is different than activity status in that a nest which has been used at any time in the previous 5 years is considered by the CDOW to be active, whether or not a bird is occupying the nest during the current nesting season.

A total of twenty-one nests were observed during the survey of the alignment including two Golden Eagle, seven Red-tailed Hawk, and twelve unidentified hawk nests. Of the Red-tailed Hawk nests observed, four were occupied; two during the 2008 portion of the surveys and two on the May 4, 2009 survey as depicted in Photos 1 and 2. None of the unidentified hawk nests were occupied (Table 5 and Figure 2). Both Golden Eagle nests were unoccupied.

Locations and occupancy status of raptor nests is included in Table 5.

Table 5. Locations of raptor nests in project area.

Number	Zone	Easting	Northing	Occupancy Status	Date Observed	Distance from centerline to nest site (miles)
GOEA-1	12S	743389	4380155	U	5/5/2009	0.42
GOEA-2	12S	743486	4380064	U	8/26/2008	0.46
RTHA-1	12S	743108	4381446	U	9/20/2008	0.16
RTHA-2	12S	743135	4381356	O	11/24/2008	0.12
RTHA-3	12S	742817	4379493	O	8/26/2008	0.05
RTHA-4	12S	742516	4378869	O	5/5/2009	0.20
RTHA-5	12S	743173	4378613	O	5/5/2009	0.23
RTHA-6	12S	741755	4376985	U*	11/8/2008	0.21
RTHA-7	12S	741530	4376971	U*	11/8/2008	0.13
UNHA-1	12S	742871	4381353	U	8/26/2008	0.10
UNHA-2	12S	743236	4381343	U*	11/24/2008	0.07

Table 5. Locations of raptor nests in project area.

Number	Zone	Easting	Northing	Occupancy Status	Date Observed	Distance from centerline to nest site (miles)
UNHA-3	12S	743003	4381232	U*	11/24/2008	0.07
UNHA-4	12S	743027	4378471	U	5/5/2009	0.18
UNHA-5	12S	741635	4377872	U	5/5/2009	0.15
UNHA-6	12S	741776	4377862	U	5/5/2009	0.13
UNHA-7	12S	741321	4377569	U	5/5/2009	0.14
UNHA-8	12S	740228	4376815	U*	11/20/2008	0.13
UNHA-9	12S	740419	4376894	U*	11/20/2008	0.04
UNHA-10	12S	740198	4376766	U*	11/20/2008	0.15
UNHA-11	12S	742969	4373584	U*	11/8/2008	0.23
UNHA-12	12S	742140	4371498	U*	11/8/2008	0.28

U= Unoccupied; O=Occupied; *= Nest status as of survey date. Surveys took place outside of the dates when raptors would be expected to be observed and may not indicate nest activity during nesting season. Additional surveys are recommended during nesting season and before construction activity takes place in the vicinity of these nests.





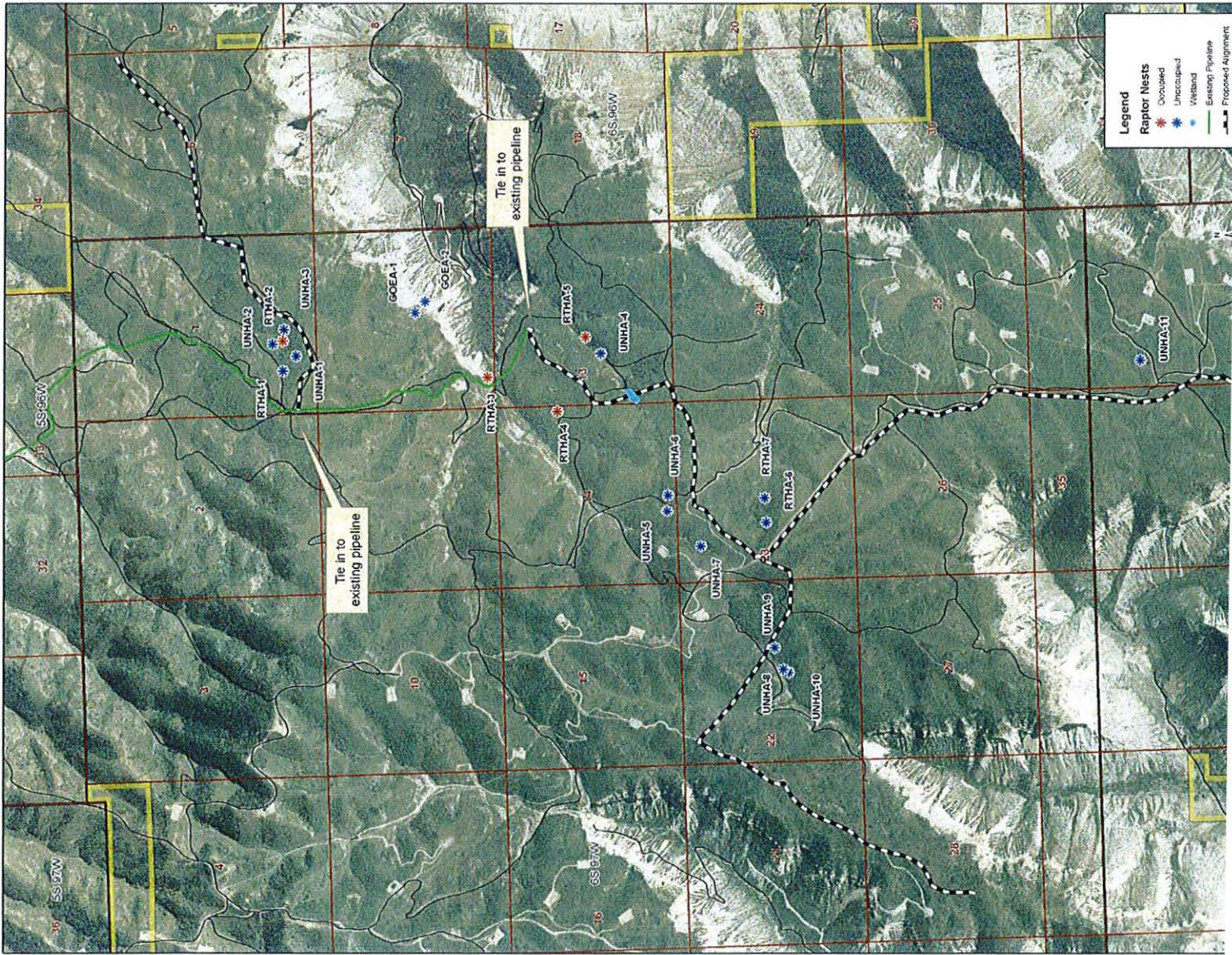
Photo 3. Nest RTHA-5 southeast of proposed alignment.

4.4.2 Birds of Conservation Concern (BOCC) other than raptors

In addition to raptors discussed above, WWE biologists surveyed the proposed pipeline route for the presence of sensitive or migratory BOCC that could potentially occur in the project area. BOCC habitat and nesting records, as described in the Colorado Breeding Bird Atlas (Kingery 1998), Colorado Birds (Andrews and Righter 1992) and Birds of Western Colorado Plateau and Mesa Country (Righter et al. 2004) in the vicinity of the proposed pipeline are summarized in Table 6.

Table 6. BLM sensitive & migratory bird species that may be present in the project area.

Common Name	Scientific Name	Habitat & Breeding Records
Virginia's Warbler	<i>Vermivora virginiae</i>	Dense shrublands and scrub forests of Gambel oak, piñon-juniper, mountain mahogany or ponderosa pine. Nests on the ground among dead leaves or on rock or log overhangs. Nesting has been confirmed in Garfield County, including the Roan Plateau. Likely nester in the project area.
Williamson's Sapsucker	<i>Sphyrapicus thyroideus</i>	Occupies conifer forest, often mixed with aspen from 7,000 to 10,700 ft. Mainly nests in aspen groves.



Legend

- * Raptor Nests
- * Occupied
- * Unoccupied
- * Wetland
- Existing Pipeline
- - - Proposed Alignment

Tie in to existing pipeline

Tie in to existing pipeline

36 5S 67W

32

34 5S 67W

16 6S 67W

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17 6S 66W

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31

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UNHA-1
UNHA-2
UNHA-3

RTMA-1
RTMA-2
RTMA-3

UNHA-4
UNHA-5
UNHA-6
UNHA-7

RTMA-4
RTMA-5
RTMA-6
RTMA-7

UNHA-8
UNHA-9
UNHA-10

UNHA-11

GCEA-1
GCEA-2

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It nests primarily in the understory of these plant communities, all of which occur in this project area.

4.4.3 Greater Sage-Grouse

The Greater Sage-Grouse occurs in suitable habitat along the much of the pipeline alignment and is recognized by the BLM and CDOW as a species of special concern.

Greater Sage-Grouse occupy the sagebrush shrublands on the divide between the Parachute Creek and Roan Creek drainages. They require large, continuous areas of sagebrush habitat on flat, gently rolling terrain, with vegetation dominated by sagebrush (*Artemisia tridentata* var. *vaseyana*) and generally lacking an overstory of mountain shrub or woodland species.

Breeding occurs in the spring on leks (strutting grounds), where dominant males display to attract females to mate. Once bred, the females disperse to build a nest and lay eggs. Recent research by the CDOW reveals that approximately 80 percent of the females nest within a 4-mile radius of the lek on which they were bred (Colorado Greater Sage-Grouse Conservation Plan 2008). Residual grass cover mixed with a quality herbaceous component in the sagebrush understory results in increased survival of the nests and chicks through their early weeks after hatching.

Self-sustaining sage-grouse populations require extensive patches of sagebrush dominated habitat for long-term viability. The patch size of sagebrush habitat necessary to support sage-grouse is not well known on the Roan Plateau. It is known that sage-grouse on the Roan Plateau prefer ridge-tops and are thought to spend little time on steep hillsides and in the bottom of gulches and draws.

Biologists inventoried the proposed pipeline alignment following transect routes through suitable habitat looking for grouse as well as grouse sign (droppings, feathers, tracks). All locations of grouse sign were recorded using handheld GPS units and locations are reported as UTM coordinates (Datum: NAD83, Zone: 12S). Special attention was focused on potential sage-grouse habitat on ridge-tops and other suspected habitat within the pipeline project area.

Sage-grouse sign was observed in the project area, with the highest density of sign found in the north half of the project (Figure 3). An active lek (Garden Gulch) is situated near the pipeline right-of-way (ROW) in Section 6 T6S R97W. Greater Sage-Grouse sign was observed in vegetative communities dominated by sagebrush, forbs, and grasses, with slopes typically less than 20 percent.

4.5 Terrestrial Species

4.5.1 American Elk and Mule Deer

The proposed pipeline alignment lies within CDOW, Game Management Unit (GMU) 32. In GMU 32, the project area is situated within mule deer and American elk overall range. It is also included in mule deer and elk summer range and in a portion of a Roan Plateau elk production area. No mule deer production areas are mapped by NDIS, but the entire area is within mule deer fawning habitat. Several fawns were observed during the June survey period. During the survey, mule deer and elk droppings as well as fresh tracks were observed frequently in the project area. There are no mule deer or elk winter ranges in the project area, due to the high elevation and deep snows that cover the area during the winter.

Elk and mule deer utilize the summer range extensively on the Roan Plateau, following the snow line to higher elevations in the spring. Mule deer rely on the existing sagebrush and shrubs for their primary food source, while elk rely primarily on available grasses for food. Adjacent areas of aspen, Douglas-fir, and scattered oakbrush/serviceberry copses provide necessary forage and production areas as well as escape, thermal, and loafing cover for deer and elk, particularly during the summer period.

4.5.2 Black Bear and Mountain Lion

CDOW “NDIS” mapping shows the proposed pipeline to be within overall range for black bear and mountain lion.

Black bear are a common resident mammal on the Roan Plateau. Black bears are omnivorous and the diet depends largely on what kinds of food are seasonally available, although their mainstay is vegetation. In spring, emerging grasses and succulent forbs are favored. In summer and early fall, bears take advantage of a variety of berries and other fruits. In late fall, preferences are for berries and mast (acorns), where available. When the opportunity is present, black bears eat a diversity of insects, including beetle larvae and social insects (ants, wasps, bees, termites, etc.), and they kill a variety of mammals, including rodents, rabbits, and young or unwary ungulates. The Roan Plateau provides important habitat to black bear during the late spring, summer and fall months with its abundance of berry and mast producing plants including serviceberry, chokecherry and Gambel oak. Black bear are in hibernation from mid-November through May.

Mountain lion typically follow migrating deer herds in search of deer as the primary food source. They tend to have large territories and are highly mobile as they search for food or new territories. Rocky terrain near woodland habitats provide the habitat mountain lions prefer for hunting. These habitat conditions occur within the project area. Mountain lion could travel through and hunt in the project area during the summer months. The project area is not mapped by CDOW as a potential mountain lion conflict area.

4.5.4 Other Bird Species

The project areas' shrublands, aspen groves, understory grasses and Douglas-fir stands provide nesting and foraging habitats for various other migratory and non-migratory bird species, depending on the season of the year. Bird species observed during the survey included Bewick's Wren (*Thryomanes bewickii*), Black-billed Magpie (*Pica pica*), Common Raven (*Corvus corax*), Mountain Bluebird (*Sialia currucoides*), Brewer's Sparrow (*Spizella breweri*), Vesper Sparrow (*Pooecetes gramineus*), Tree Swallows (*Tachycineta thalassina*), Cliff Swallows (*Petrochelidon pyrrhonota*), Turkey Vulture (*Cathartes aura*), and Green-tailed Towhee (*Pipilo chlorurus*).

4.5.5 Reptiles

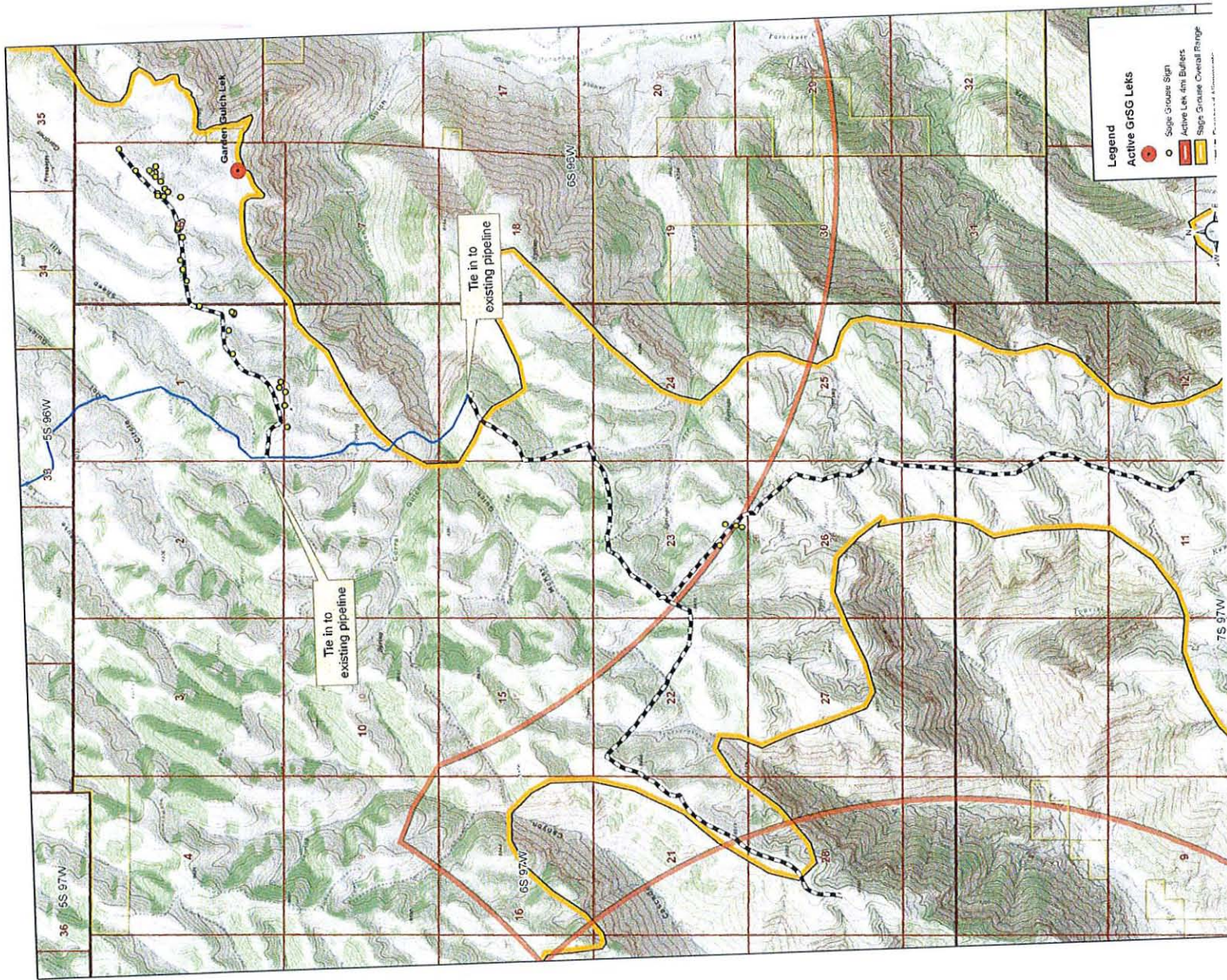
Western terrestrial garter snakes (*Thamnophis elegans*) have previously been observed in the vicinity of the project area. This species is common on the Roan Plateau and is typically observed around perennial creeks and ponds. Smooth green snake (*Liochlorophis vernalis*) were not observed during surveys, but are known to occur on the Roan Plateau (Hammerson 1999). This species is not abundant across western Colorado; however, it is not listed as a sensitive species.

Short-horned lizards (*Phrynosoma hernandesi*) were observed in the upland sagebrush habitats, particularly in the northern portion of the pipeline alignment. Adult and young-of-the-year short-horned lizards were documented. From Garden Gulch north, this species appears to be fairly abundant along ridgelines in sagebrush habitats, and it is not listed by the CDOW as a sensitive species.

4.6 Aquatic Species

4.6.1 Amphibians

Tiger salamanders (*Ambystoma tigrinum*) were the only species of amphibian observed in the region. The salamanders were observed in a livestock watering pond north of Bear Run Creek. This species likely occurs across the Roan Plateau in suitable ponds and in the perennial streams and wetlands. The species prefers to breed in permanent ponds and small reservoirs and is not a sensitive species.



Creek supports a reproducing population of Colorado River Cutthroat trout below the West Fork falls. Other species in the main stem of Parachute Creek include rainbow trout, brown trout, brook trout, speckled dace, and white sucker.

4.7 Wetlands and Waterways

Springs, seeps and wetlands are essential components of wildlife habitat. One potential jurisdictional wetland is located in Section 13 T6S R97W. A wetland delineation was performed on this potential jurisdictional wetland, and is presented in a separate report. The location of the wetland is outlined in Figure 2 and Table 7.

Table 7. Stream crossing and wetland for the Jackrabbit Extension and Laterals.

Stream name	Zone	Easting	Northing	Width (in.)	Depth (in.)
Unnamed Wetland	12S	7420265	4378179	n/a	n/a

5.0 AFFECTS TO WILDLIFE

5.1 Wildlife Impact Assessment

Construction of the pipeline will likely affect site-specific native vegetation and the suitability of wildlife habitat adjacent to the project site. Affects will be minimized by locating the pipeline within and adjacent to the currently disturbed ROWs. The project and its ongoing activities will contribute, however, to the overall cumulative impacts to the wildlife populations of the area that are experiencing gradual habitat loss, fragmentation, alteration, and displacement through increased development.

5.1.1 Terrestrial Species

5.1.1.1 Elk and Mule Deer

Potential affects include the temporary loss of a small amount of summer range, fawning, and calving habitat along the ROW in previously undisturbed areas. Effects to summering mule deer and elk are expected to be minimal, if construction occurs during this time. There is an elk production area north of Garden Gulch where construction should be avoided 15 May to 15 June. Construction during the winter would not likely affect big game species, because the area is not considered winter range.

5.1.1.2 Birds

Greater Sage-Grouse: Sage-grouse are highly dependent on sagebrush dominated habitats on the Roan Plateau. The quality and quantity of this habitat type dictates its suitability for sage-

grouse. Disturbance to sagebrush shrublands that reduces the availability and suitability of presently occupied habitat would affect this species.

Sage-grouse would potentially be affected by pipeline construction due to effects on breeding, brood-rearing, and winter habitats. Effects could be direct and indirect. Direct effects would be loss of habitat caused by ground disturbance to sagebrush vegetation. Indirect effects would result from factors such as equipment noise and the presence of humans in suitable habitats. Disturbance would be limited to newly affected areas of suitable sage-grouse habitat. Effects will mostly occur along ridgeline north of Garden Gulch.

There is a known lek (Garden Gulch) in the project area; loss of the site would potentially jeopardize the sustainability of the sage-grouse population that currently exists along the Parachute Creek-Roan Creek Divide. The Garden Gulch lek is near enough to the planned development to be indirectly affected by construction activities. The lek is located approximately 0.5 mile south of the pipeline ROW. It should be noted that within the last several years, pipelines have been built within 0.4 miles of the House Log lek and within 0.1 miles of the Bear Run lek. In this area, the main Garden Gulch all-weather access road has also been constructed in the past several years, which adds additional traffic disturbance factors in the project area.

Construction occurring during the critical breeding season from March 1 to May 31 could interfere with mating and reduce the nesting success of female sage-grouse. The most significant impact to sage-grouse would involve the abandonment of the lek by sage-grouse due to human disturbance. Additionally, because 80 percent of hens nest within four miles of the lek, disturbance to suitable nesting habitat between April 15 and July 15 could negatively affect annual chick production.

Passerine Species: The effects to foraging and nesting habitat to a small number of bird species is expected to be minimal.

Raptors: No nest sites are located where removal of the nest tree is a concern. Raptor nesting within 0.33 miles of the pipeline alignment could potentially be affected indirectly by disturbance associated with pipeline construction including equipment and human presence. Nest sites that are in direct-line of sight of construction activities have the most potential for being adversely affected. If there is vegetation or terrain features that tend to protect the nest, effects of disturbance are often mitigated. However, nest sites have been identified that are within 150 yards of the pipeline ROW including RTHA-3, UNHA-2, 3, and 9. These sites are the most vulnerable to potential negative effects of construction activities, including abandonment causing mortality of chicks.

5.1.1.3 Black Bear and Mountain Lion

pipeline project. The small amount of disturbance is not expected to affect reptile populations.

5.1.2 Aquatic Species

5.1.2.1 Amphibians

The amount of available habitat for amphibians should not be affected significantly by the proposed pipeline project. The small amount of disturbance is not expected to affect reptile populations.

5.1.2.2 Fish

Colorado River cutthroat trout habitat in the West Fork of Parachute Creek in the project area potentially could be compromised by decreased water quality conditions. Any increase in erosion runoff could negatively affect Cutthroat survival due to a decrease in water quality.

6.0 AFFECTS TO TESS PLANT SPECIES

No TESS plants were found during the survey of the project area, and therefore will likely not be affected by the proposed project. Although no plants were observed during the survey, it should be noted that the survey was conducted after the phenological cycle of the plants was complete for the year.

7.0 AFFECTS TO WETLANDS

Affects to perennial stream habitats and ACOE waters are likely to be minimal. No aquatic wildlife species should be affected in the vicinity of pipeline construction. Water quality may be temporarily affected due to increased sediment loads.

8.0 MITIGATION RECOMMENDATIONS

The following recommendations for mitigation are presented for maintenance and improvement of wildlife habitat quality as well as for the prevention of human-caused wildlife affects.

8.1 Maintenance and Restoration of Habitat

In the Rocky Mountain Region, sagebrush communities have declined over the years and continue to do so as a result of development and habitat conversion. In many areas, cheatgrass and other exotic grass invasion has limited the recovery of habitats by greatly reducing re-establishment of native species.

Mountain shrub, sagebrush, and native grasses are key food sources for elk, mule deer, and sage-grouse and provide nesting and foraging habitat for a variety of migratory birds and small mammals.

Reclamation plans should include efforts to restore these vegetation communities, particularly the sagebrush community for sage-grouse. Reclamation recommendations include the following:

1. Seeding or planting of native big sagebrush should be added to the re-vegetation plan. Local, ecologically adapted sagebrush seed from the existing sagebrush vegetation within the project area should be used in reclamation if seeding is the chosen method. Planting locally collected, containerized plants may be more cost effective and successful.
2. Ongoing control of noxious and invasive weeds is recommended as an additional method to maintain native vegetation communities and favorable wildlife habitats. An “Integrated Vegetation and Weed Management Plan” is provided for this project in a separate report.

8.2 Planning for Sensitive Time Periods and Areas

8.2.1 Mule Deer and Elk

Disturbance associated with construction equipment and personnel may cause elk and mule deer to select habitats in more secluded areas away from the pipeline corridor during construction. Construction should be completed as quickly as possible, especially in the sections near the elk production areas, which are considered by the CDOW as being most sensitive from 15 May to 15 June. Confining activity to the immediate ROW and moving quickly through the areas near the elk production areas will minimize disturbance to elk. If construction occurs during the winter months (November 15-April) big game will not be in the project area due to the deep snow conditions.

8.2.2 Migratory Birds

Vegetation clearing activities, in relation to construction and development projects, would have less impact to migratory birds if conducted outside the primary nesting season of May 15 to August 1.

8.2.3 Greater Sage-Grouse

In order to reduce the likelihood that sage-grouse populations decline in the project area, effective natural gas pre-development planning and post-development practices offer the best prospect for mitigating adverse affects to sage-grouse populations. Planning development with projects engineered to avoid, minimize, and mitigate affects of natural gas development are approaches that result in the most favorable mitigation outcomes.

Wildlife managers have developed best management practices (BMPs) and guidelines, which can be used to help mitigate natural gas development impacts in these habitats. The opportunity exists to enhance the existing sage-grouse habitat in order to offset habitat losses attributable to natural gas development and should be implemented to protect and enhance leks, nesting habitat and essential winter habitat. As with all guidelines, adaptive approaches should be used and the

within a short radius of the lek during the breeding season, and thereafter the radius of protection expands to include essential nesting/brood-rearing habitat. After the completion of the mating period (March 1-May 31) protection transitions into a broader area that includes nesting/brood rearing habitat (April 15-July 15), such that the two features cannot be separated.

Based on CDOW recommendations, construction activities should be avoided within 0.6 mile of the Garden Gulch lek during the March 1-May 31 mating period. The most critical location is the ridgeline from the pipeline alignment along the Garden Gulch Road to the lek site. The existing 2-track road that leads from the Garden Gulch road to the lek should be strictly avoided by crews working on this project. As the distance of construction increases from the lek the level of disturbance decreases. Where the pipeline alignment is along an existing pipeline corridor, affects to nesting hens in the period from April 15-July 15 is reduced and new disturbance should be planned outside the nesting period.

8.2.4 Raptors

Activities associated with the proposed project have the potential to impact raptor populations. In order to reduce the potential for affects to nesting raptors, it will be important that the project proponent schedule construction activities such that they do not interfere with breeding, nesting, and brood rearing activities. CDOW's (Craig 2002 and Klute 2008) recommended raptor nest site avoidance standards are summarized below in Table 8. If the project cannot be completed prior to, or after, the next nesting season, the known nest should be re-inventoried by qualified biologists. If any birds are found behaving in a manner consistent with nesting, every effort should be made to apply the timing limitation and buffer distance stipulations.

Table 8. Timing and buffer recommendations for active raptor nests

Species	Buffer Zone	Seasonal Restriction
Red-tailed Hawk	0.33 mile	15 February - 15 July
Swainson's Hawk	0.25 mile	1 April - 15 August
Sharp-shinned Hawk	0.25 mile	1 April - 15 August
Cooper's Hawk	0.25 mile	1 April - 15 August
American Kestrel	*	*
Peregrine Falcon	0.5 mile	15 March - 31 July
Prairie Falcon	0.5 mile	15 March - 31 July
Golden Eagle	0.25 mile + alt. nests	15 December - 15 July
Bald Eagle	0.25/0.5 mile**	15 December - 15 July
Northern Harrier	0.25 mile	1 April - 15 August
Long-eared Owl	0.25 mile	1 March - 15 July
Flammulated Owl	0.25 mile	1 April - 1 August
Northern Saw-whet Owl	0.25 mile	1 March - 15 July
Great Horned Owl	*	*

* Great Horned Owls and Kestrels are relatively tolerant of human activity. Keep activity to a minimum during breeding season.

** COGCC/USFWS

8.3 Other Mitigation Practices

8.3.1 Erosion Control, Soil Stability, and Water Quality

Efforts to control soil erosion within the project area should be implemented. Disturbed soils within the project area are susceptible to erosion and downstream water quality could be negatively affected by increased soil erosion. In addition to stormwater management around the project site, other current factors (noxious weeds, livestock grazing, other natural gas development) affecting soil erosion should be managed and remedial measures implemented. Prior to construction in the vicinity of potential stream crossings and the wetland, appropriate consultation with the ACOE is recommended.

To protect the integrity of the perennial stream ecosystems and the associated riparian habitat within the project area, precautions should be taken when crossing or intersecting the drainages identified. Standard BMPs, including adequate barriers and filtration methods, should be used to prevent and reduce soil from eroding into perennial streams and riparian areas. This may include the installation of check dams along small ephemeral drainages and restoration of vegetation.

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- Maddux, H., L. Fitzpatrick, and W. Noonan. 1993. Colorado River Endangered Fishes Critical Habitat. Biological Support Document. U.S. Fish and Wildlife Service, Utah/Colorado Field Office, Salt Lake City, Utah, 225 pp.
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- Whitson, T. D. (editor), L. C. Burrill, S. A. Dewey, D. W. Cudney, B. E. Nelson, R. D. Lee, and Robert Parker. 2004. Weeds of the West, Ninth Edition. Western Society of Weed Science in cooperation with Cooperative Extension Services, University of Wyoming. Laramie.

3.7 CULTURAL RESOURCES

In June 2008, PBS&J requested a search of the Colorado State Historic Preservation Office ("SHPO") records for known, recorded, terrestrial cultural resources within the proposed Project area. The results of the SHPO records search are included on the maps in Appendix A. No previously documented cultural resources sites that are eligible or potentially eligible for listing in the National Register of Historic Places ("NRHP") were identified within the proposed pipeline alignments during literature reviews.

OAHP Use Only: OAHP Doc. No. _____ OAHP Project No. _____

Colorado Office of Archaeology and Historic Preservation

LIMITED-RESULTS CULTURAL RESOURCE SURVEY FORM

(page 1 of 3)

Small scale limited results projects include block surveys under 160 acres and linear surveys under four miles. To be included under these guidelines there should be no sites and a maximum of four Isolated Finds. See manual for instructions. This form must be typed.

I. IDENTIFICATION

1. Report Title (include County): Class III Cultural Resources Inventory for two proposed pipe yard locations in Garfield County, Colorado for Encana Oil and Gas (USA), Inc.
2. Date of Field Work: April 14 and 15, 2008
3. Form completed by: Carl E. Conner Date: April 16, 2008
4. Survey Organization/Agency: Grand River Institute
Principal Investigator: Carl E. Conner
Principal Investigator's Signature: _____
Other Crew: _____
Address: P.O. Box 3543, Grand Junction, CO 81502
5. Lead Agency / Land Owner: Bureau of Land Management, Glenwood Springs Field Office
Contact: Cheryl Harrison, Archaeologist
Address: P.O. Box 1009, Glenwood Springs, Colorado 81601
6. Client: Encana Oil and Gas (USA), Inc.
7. Permit Type and Number: BLM -- C-52775
8. Report / Contract Number: GRI Project No. 2823
9. Comments: _____

II. PROJECT DESCRIPTION

10. Type of Undertaking: Construction of storage/staging areas for pipeline materials (~ 27 acres total).
11. Size of Undertaking (acres): 27 Size of Project (if different): 27 acres
12. Nature of the Anticipated Disturbance: _____

15. Legal Location

Principal Meridian: 6th X NM Ute

Quad. Map: Parachute Date(s): 1962

Quad. Map: Red Pinnacle Date(s): 1962/1973

Township: 7 S Range: 96 W Secs.: 27 SW, SW

Township: 8 S Range: 96 W Secs.: 5 NW, NW and 6 SE, NE

16. Total number of acres surveyed: 27 (private land)

17. Comments:

IV. ENVIRONMENT

18. General Topographic Setting: Colorado River valley between Parachute and Debeque

Current Land Use: Open range land, residential and energy development.

19. Flora: Sagebrush, greasewood, grasses and forbs.

20. Soils/Geology: Tan sandy soil / Gravels and alluvium deposits of the Quaternary Age

21. Ground Visibility: 20 - 30 %

22. Comments: Heavy greasewood vegetation covers much of the project area.

V. LITERATURE REVIEW

23. Location of File Search: BLM Glenwood Springs Field Office & SHPO Compass Website

Dates: April 4, 2008

24. Previous Survey Activity

In the project area: No projects have been previously conducted within either of the two block areas, however, a block area of BLM Project #5407-10, "Encana 33 Proposed Well Pads Orchard 2 Mesa GAP in Garfield County, Colorado" conducted by Metcalf Archaeological Consultants in 2007 was surveyed just south of the pipe yard at the southwest.

In the general area: Numerous energy related projects have been conducted within a mile of the present project area and are shown on the attached lists.

Limited-Results Cultural Resource Survey Form

(page 3 of 3)

V. LITERATURE REVIEW (continued)

25. Known Cultural Resources

In the project area: None.

In the general region: The previously recorded cultural resources near the two project areas are primarily historic features (i.e. water control features, bridges, roads etc.) although a few prehistoric sites have also been recorded (see attached lists). Additionally, overviews of the prehistory and history of the region are provided in the Colorado Council of Professional Archaeologists publication entitled "Colorado Prehistory: A Context for the Northern Colorado River Basin" (Reed and Metcalf 1999), and the Colorado Historical Society's publication entitled "Colorado Plateau Country Historic Context" (Husband 1984).

26. Expected Results: Limited cultural resources were expected due to previous disturbance and heavy vegetation cover.

VI. STATEMENT OF OBJECTIVES

27. The purpose of the study was to identify and record all cultural remains over 50 years old within the area of potential impact, to assess their significance and eligibility to the National Register of Historic Places (NRHP), and make recommendations concerning management. If possible, the remains will add to our understanding of the prehistory and history of the region.

VII. FIELD METHODS

28. Definitions: Sites were defined as a discrete locus of patterned activity greater than 50 years of age and consisting of five or more prehistoric artifacts with or without features or over 50 historic artifacts with associated features. Also, single isolated hearths with no other associated artifacts or features were to be recorded as a site.

IF Isolated finds were defined as less than five artifacts without associated features. Exceptions to this definition include historic trash dumps without associated features; a single core reduction event with a single core and associated reduction debitage; a single pot drop, where the sherds are from a single vessel; or, a prospector pit with/or without artifacts and no associated historic structures or features.

29. Describe Survey Method: The proposed block areas were walked by two archaeologists in zig zag transects spaced approximately 15 meters apart within the flagged locations to cover a total of approximately 27 acres of private land. Crew members worked from USGS 7.5 minute series maps.

VIII. RESULTS

30. List IFs if applicable. Indicate IF locations on the map completed for Part III.

5GF.2937.1	Historic, Water Control	Not Eligible - Officially	

Project #	Title/Author/Date/Contractor
ME.CH.R1	Title: Debeque Canyon to Grand Valley Hist Author: Unknown Date: 01/01/1979 Contractor: Colorado Dept. Of Highways Hist
MC.HW.R9	Title: Cultural Resources Report for Historic Resources, Debeque Canyon to Grand Valley, Garfield and Mesa Counties, Colorado (I 70-1[19]&[36]). Author: Unknown Date: 01/01/1979 Contractor: Colorado Department of Highways
GF.LM.NR192	Title: Cultural Resources Inventory Report on Proposed Federal # 1-29 Well and Related New Access in Garfield County, Co for Barrett Energy Company Author: Conner, Carl E. Date: 09/22/1986 Contractor: Grand River Institute, Inc.
MC.CH.R96	Title: Interstates 25, 70, 225, and 270, U.S. Highways 13 and 470 for the Proposed Adesta Communications Fiber Optic System (C SW00-102) Author: Sherman, Stephen A. Tania R. Metcalf, Mary W. Painter, D. Chadwick Jones, Chistian J. Zier Date: 03/01/2000 Contractor: Centennial Archaeology for the Colorado Department of Transportation
MC.LM.R232 BLM #12702-1	Title: Piceance Basin Pipeline Class III Cultural Resources Inventory, Garfield and Mesa Counties, Colorado (SWCA 02-183) Author: Martin, William and Andrew Sawyer Date: 03/26/2002 Contractor: SWCA, Inc. Environmental Consultants for the BLM, Grand Junction Field Office

Project #	Title/Author/Date/Contractor
GF.LM.R366 BLM #1107-9	Title: Class III Cultural Resource Inventory Report for the Proposed Pipeline Route from the Orchard Unit Compressor to Ok-11 Well Location in Garfield County, Colorado for Encana Oil and Gas, Inc. (USA) (GRI NO. 26106)(BLM GSFO# 1107-9) Author: Conner, Carl and Barbara Davenport Date: 11/09/2006 Contractor: Grand River Institute

T. 8S., R., 96W., Sec. 5, 6

Site ID	Site Type	Assessment	UTM Coordinates
5GF.519	Open Architectural	Eligible - Officially	
5GF.2741.1	Historic, Water Control	Needs Data - Officially	

Project #	Title/Author/Date/Contractor
MC.CH.R96	Title: Interstates 25, 70, 225, and 270, U.S. Highways 13 and 470 for the Proposed Adesta Communications Fiber Optic System (C SW00-102) Author: Sherman, Stephen A. Tania R. Metcalf, Mary W. Painter, D. Chadwick Jones, Chistian J. Zier Date: 03/01/2000 Contractor: Centennial Archaeology for the Colorado Department of Transportation
MC.R.R28	Title: Class III Cultural Resources Inventory of 373 Acres for the Proposed Debeque Wildlife Area, Mesa and Garfield Counties, Colorado (Original and Addendum Survey of 47 Acres) Author: Coulam, Nancy; Hurley, Warren Date: 06/01/2000 Contractor: Archaeologists for the Bureau of Reclamation, Upper Colorado Region and SWCA Inc.
MC.LM.R232	Title: Piceance Basin Pipeline Class III Cultural Resources Inventory, Garfield and Mesa Counties, Colorado (SWCA 02-183) Author: Martin, William and Andrew Sawyer Date: 03/26/2002 Contractor: SWCA, Inc. Environmental Consultants for the BLM, Grand Junction Field Office
GF.LM.R366	Title: Class III Cultural Resource Inventory Report for the Proposed Pipeline Route from the Orchard Unit Compressor to Ok-11 Well Location in Garfield County, Colorado for Encana Oil and Gas, Inc. (USA) (GRI NO. 26106)(BLM

5GF.364	HISTORIC, BRIDGE	Eligible - Officially	
5GF.389	HISTORIC, STRUCTURE/FOUNDAT ION/ALIGNMENT	Not Eligible - Field	
5GF.392	HISTORIC, TRAIL/ROAD	Needs Data - Officially	
5GF.1247	ISOLATED FIND	Not Eligible - Field	
5GF.1324	HISTORIC, TRASH DUMP	Not Eligible - Officially	
5GF.1350	ISOLATED FIND	Not Eligible - Field	

Project #	Title/Author/Date/Contractor
ME.CH.R1	Title: Debeque Canyon to Grand Valley Hist Author: Unknown Date: 01/01/1979 Contractor: Colorado Dept. Of Highways Hist
MC.HW.R9	Title: Cultural Resources Report for Historic Resources, Debeque Canyon to Grand Valley, Garfield and Mesa Counties, Colorado (I 70-1[19]&[36]). Author: Unknown Date: 01/01/1979 Contractor: Colorado Department of Highways
MC.LM.R247	Title: Preliminary Report on Cultural Resources Inventory Fourteen Locations on the Rifle to Grand Junction Segment Colorado Ute Electrical Association Rifle to San Juan 345 KV Transmission Line Project Author: Collins Susan M Date: 06/01/1985 Contractor: Nickens and Associates
GF.LM.NR192	Title: Cultural Resources Inventory Report on Proposed Federal # 1-29 Well and Related New Access in Garfield County, Co for Barrett Energy Company Author: Conner, Carl E. Date: 09/22/1986 Contractor: Grand River Institute, Inc.

Project #	Title/Author/Date/Contractor
MC.LM.R68	<p>Title: Grant Norpac Cultural Resource Inventory of a 39 Mile Seismic Line, Mesa and Garfield Counties, Colorado Author: Scott, John M Date: 04/01/1991 Contractor: Metcalf Archaeological Consultants for BLM Glenwood Springs Resource Area</p>
GF.LM.R112	<p>Title: a Class III Cultural Resource Inventory of Three Stock Reservoirs in Smith and Kelly Gulches, Garfield County, Colorado (BLM-GSRA S3 1098-7) Author: Seacat, Todd B. Date: 04/28/1998 Contractor: Bureau of Land Management, Glenwood Springs Resource Area</p>
MC.CH.R96	<p>Title: Interstates 25, 70, 225, and 270, U.S. Highways 13 and 470 for the Proposed Adesta Communications Fiber Optic System (C SW00-102) Author: Sherman, Stephen A. Tania R. Metcalf, Mary W. Painter, D. Chadwick Jones, Chistian J. Zier Date: 03/01/2000 Contractor: Centennial Archaeology for the Colorado Department of Transportation</p>
MC.LM.R232	<p>Title: Piceance Basin Pipeline Class III Cultural Resources Inventory, Garfield and Mesa Counties, Colorado (SWCA 02-183) Author: Martin, William and Andrew Sawyer Date: 03/26/2002 Contractor: SWCA, Inc. Environmental Consultants for the BLM, Grand Junction Field Office</p>
GF.LM.NR750	<p>Title: Class III Cultural Resources Inventory for the Proposed Sg #43-28 Well Location in Garfield County, Colorado for Williams Production RMT (GRI #2524) Author: Davenport, Barbara Date: 05/13/2005 Contractor: Grand River Institute</p>
GF.LM.NR744	<p>Title: Class III Cultural Resource Inventory for the Proposed Pipeline to the Sg#43-28 Well Location in Garfield County, Colorado for Williams Production RMT (GRI #2584) Author: Conner, Carl E. Date: 09/09/2005 Contractor: Grand River Institute</p>
GF.LM.R366	<p>Title: Class III Cultural Resource Inventory Report for the Proposed Pipeline Route from the Orchard Unit Compressor to OK-11 Well Location in Garfield County, Colorado for Encana Oil and Gas, Inc. (USA) (GRI NO. 26106)(BLM GSFO# 1107-9) Author: Conner, Carl and Barbara Davenport</p>

Small scale limited results projects include block surveys under 160 acres and linear surveys under four miles. To be included under these guidelines there should be no sites and a maximum of four Isolated Finds. See manual for instructions. This form must be typed.

I. IDENTIFICATION

1. Report Title (include County): Class III Inventory of a third pipe yard in relation to the Collbran Pipeline Project, as an ADDENDUM to: Class III cultural resources inventory for two proposed pipe yard locations in Garfield County, Colorado, Encana Oil and Gas (USA), Inc.
2. Date of Field Work: April 30, 2008
3. Form completed by: Carl E. Conner Date: May 1, 2008
4. Survey Organization/Agency: Grand River Institute
Principal Investigator: Carl E. Conner
Principal Investigator's Signature: _____
Other Crew: _____
Address: P.O. Box 3543, Grand Junction, CO 81502
5. Lead Agency / Land Owner: Bureau of Land Management, Glenwood Springs Field Office
Contact: Cheryl Harrison, Archaeologist
Address: P.O. Box 1009, Glenwood Springs, Colorado 81601
6. Client: Encana Oil and Gas (USA), Inc.
7. Permit Type and Number: BLM -- C-52775
8. Report / Contract Number: GRI Project No. 2833
9. Comments: _____

II. PROJECT DESCRIPTION

10. Type of Undertaking: Construction of storage/staging areas for pipeline materials (~ 27 acres total).
 11. Size of Undertaking (acres): 8.4 Size of Project (if different): 8.4 acres
 12. Nature of the Anticipated Disturbance: Blading and grading for storage/staging yards.
 13. Comments: _____
-
-

In the general region: The previously recorded cultural resources near the two project areas are primarily historic features (i.e. water control features, bridges, roads etc.) although a few prehistoric sites have also been recorded (see attached lists). Additionally, overviews of the prehistory and history of the region are provided in the Colorado Council of Professional Archaeologists publication entitled "Colorado Prehistory: A Context for the Northern Colorado River Basin" (Reed and Metcalf 1999), and the Colorado Historical Society's publication entitled "Colorado Plateau Country Historic Context" (Husband 1984).

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IF Isolated finds were defined as less than five artifacts without associated features. Exceptions to this definition include historic trash dumps without associated features; a single core reduction event with a single core and associated reduction debitage; a single pot drop, where the sherds are from a single vessel; or, a prospector pit with/or without artifacts and no associated historic structures or features.

29. Describe Survey Method: The proposed block area was walked by two archaeologists in zig zag transects spaced approximately 15 meters apart within the flagged location to cover a total of approximately 8.4 acres of private land. Crew members worked from USGS 7.5 minute series maps.

VIII. RESULTS

30. List IFs if applicable. Indicate IF locations on the map completed for Part III.

A. Smithsonian Number: _____ Description: _____

B. Smithsonian Number: _____ Description: _____

31. Using your professional knowledge of the region, why are there none or very limited cultural remains in the project area? Is there subsurface potential?

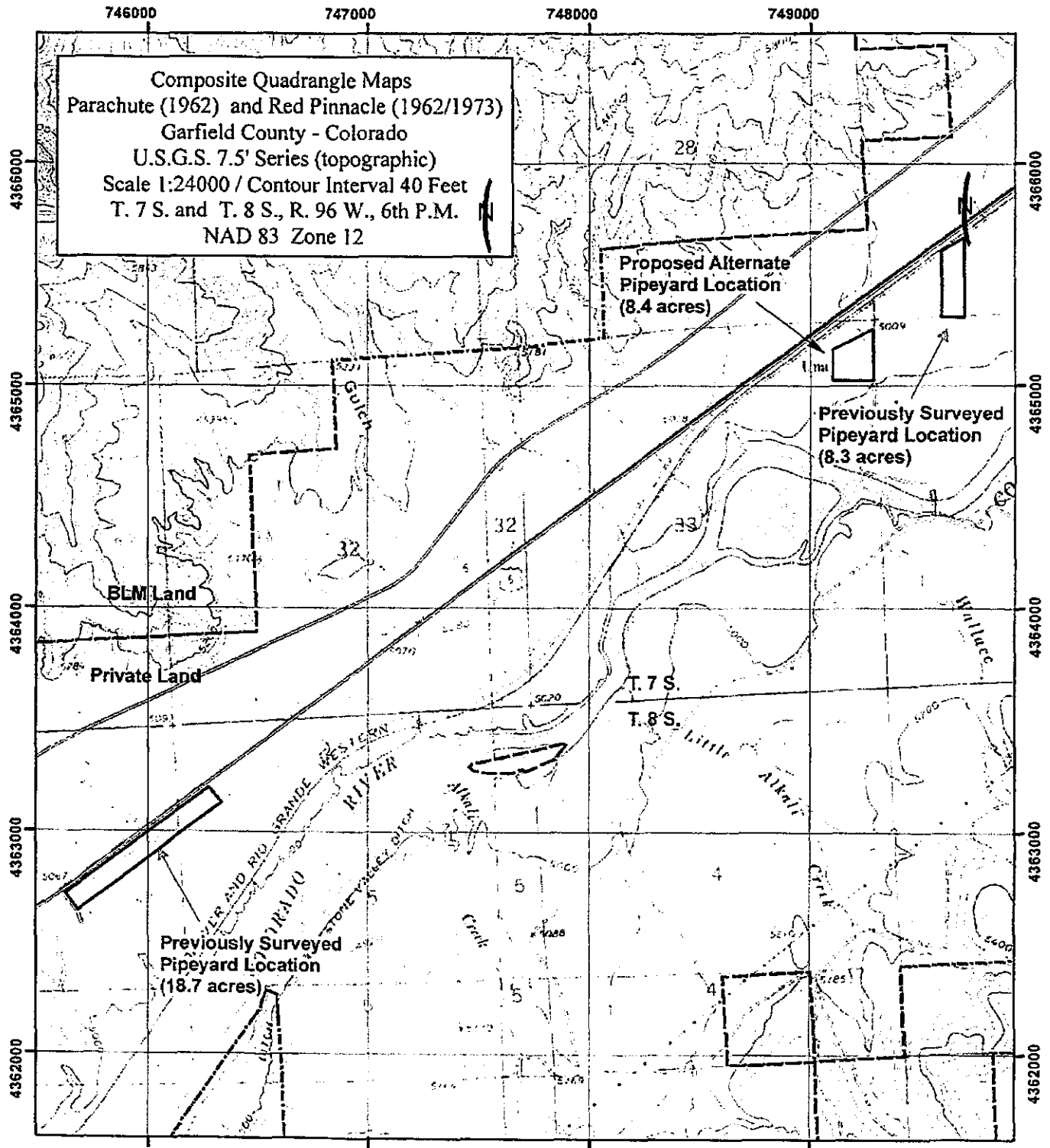
Most of the project area lies within previously disturbed areas. There is no subsurface potential.

EnCana GRI# 2833 Compass Search
T. 7S., R. 96W., Sec. 27, 28, 33, 34

Site ID	Site Type	Assessment	UTM Coordinates
5GF.109	OPEN CAMP	Eligible - Field	12:7 49 580mE 43 64 210mN
5GF.364	HISTORIC, BRIDGE	Eligible - Officially	12:7 49 614mE 43 64 251mN
5GF.389	HISTORIC, STRUCTURE/FOUNDAT ION/ALIGNMENT	Not Eligible - Field	12:7 50 138mE 43 64 295mN
5GF.392	HISTORIC, TRAIL/ROAD	Needs Data - Officially	13:2 51 439mE 43 61 176mN 13:2 51 040mE 43 61 465mN TO.... 12:7 51 464mE 43 64 517mN 12:7 50 503mE 43 64 977mN
5GF.1247	ISOLATED FIND	Not Eligible - Field	12:7 50 750mE 43 63 670mN
5GF.1324	HISTORIC, TRASH DUMP	Not Eligible - Officially	12:7 50 800mE 43 64 070mN
5GF.1350	ISOLATED FIND	Not Eligible - Field	12:7 50 840mE 43 63 690mN

Project #	Title/Author/Date/Contractor
ME.CH.R1	Title: Debeque Canyon to Grand Valley Hist Author: Unknown Date: 01/01/1979 Contractor: Colorado Dept. Of Highways Hist
MC.HW.R9	Title: Cultural Resources Report for Historic Resources, Debeque Canyon to Grand Valley, Garfield and Mesa Counties, Colorado (I 70-1[19]&[36]). Author: Unknown Date: 01/01/1979 Contractor: Colorado Department of Highways
MC.LM.R247	Title: Preliminary Report on Cultural Resources Inventory Fourteen Locations on the Rifle to Grand Junction Segment Colorado Ute Electrical Association Rifle to San Juan 345 KV Transmission Line Project Author: Collins Susan M Date: 06/01/1985 Contractor: Nickens and Associates

	Contractor: Metcalf Archaeological Consultants for BLM Glenwood Springs Resource Area
GF.LM.R112	Title: a Class III Cultural Resource Inventory of Three Stock Reservoirs in Smith and Kelly Gulches, Garfield County, Colorado (BLM-GSRA S3 1098-7) Author: Seacat, Todd B. Date: 04/28/1998 Contractor: Bureau of Land Management, Glenwood Springs Resource Area
MC.CH.R96	Title: Interstates 25, 70, 225, and 270, U.S. Highways 13 and 470 for the Proposed Adesta Communications Fiber Optic System (C SW00-102) Author: Sherman, Stephen A. Tania R. Metcalf, Mary W. Painter, D. Chadwick Jones, Christian J. Zier Date: 03/01/2000 Contractor: Centennial Archaeology for the Colorado Department of Transportation
MC.LM.R232	Title: Piceance Basin Pipeline Class III Cultural Resources Inventory, Garfield and Mesa Counties, Colorado (SWCA 02-183) Author: Martin, William and Andrew Sawyer Date: 03/26/2002 Contractor: SWCA, Inc. Environmental Consultants for the BLM, Grand Junction Field Office
GF.LM.NR750	Title: Class III Cultural Resources Inventory for the Proposed Sg #43-28 Well Location in Garfield County, Colorado for Williams Production RMT (GRI #2524) Author: Davenport, Barbara Date: 05/13/2005 Contractor: Grand River Institute
GF.LM.NR744	Title: Class III Cultural Resource Inventory for the Proposed Pipeline to the Sg#43-28 Well Location in Garfield County, Colorado for Williams Production RMT (GRI #2584) Author: Conner, Carl E. Date: 09/09/2005 Contractor: Grand River Institute
GF.LM.R366	Title: Class III Cultural Resource Inventory Report for the Proposed Pipeline Route from the Orchard Unit Compressor to OK-11 Well Location in Garfield County, Colorado for Encana Oil and Gas, Inc. (USA) (GRI NO. 26106)(BLM GSFO# 1107-9) Author: Conner, Carl and Barbara Davenport Date: 11/09/2006 Contractor: Grand River Institute



Composite Quadrangle Maps
Parachute (1962) and Red Pinnacle (1962/1973)
Garfield County - Colorado
U.S.G.S. 7.5' Series (topographic)
Scale 1:24000 / Contour Interval 40 Feet
T. 7 S. and T. 8 S., R. 96 W., 6th P.M.
NAD 83 Zone 12

Proposed Alternate
Pipeyard Location
(8.4 acres)

Previously Surveyed
Pipeyard Location
(8.3 acres)

Previously Surveyed
Pipeyard Location
(18.7 acres)

BLM Land

Private Land

T. 7 S.

T. 8 S.

746000

747000

748000

749000

4366000

4365000

4364000

4363000

4362000

4366000

4365000

4364000

4363000

4362000

746000



**Habitat Assessment for the
Collbran Pipeyard Parcels
EnCana Oil and Gas
Garfield County, CO
May 2, 2008**

PREPARED FOR:
EnCana Oil & Gas (U.S.A.), Inc.
2717 County Road 215
Parachute, CO 81635

PREPARED BY:
Wildlife Specialties, L.L.C.
P.O. Box 1231
Lyons, CO, 80540

1.0 Description and Proposed Action

The Collbran Pipe yards were located in two distinct parcels. The smaller of the two parcels was approximately 7 acres (3.2 [hectares] ha) and located approximately 100 yards southwest of the intersection of Highway 6 and Garfield County Road 300. This intersection is located approximately 4.6 miles southwest of the Town of Parachute, Garfield County and 7.2 miles (11.52 kilometers [km]) northeast of the Town of DeBeque, Mesa County. The larger parcel was approximately 20 acres (9.1 ha) and located approximately 1.2 miles (1.9 km) west of the compression station (Figure 1). Both project areas are on the Parachute CO, US Geological Survey, 7.5 minute series topographical map. The elevation of the two parcels is approximately 5,000 feet (ft) (1,524 meters [m]) above mean sea level.

The project area is located in the eco-region identified as the Southern Rocky Mountain Steppe–open woodland-coniferous forest–alpine meadow province of the dry domain (Bailey 1995). This eco-region is characterized by annual temperatures ranging from 2° to 7° C (35° to 45° F). A considerable amount of precipitation is in the form of snow and can equal up to 102 cm (40 inches) per year in higher elevations (Bailey 1995). Vegetation changes with altitude and slope aspect.

The dominant plant community near the 7 acre parcel was dominated by greasewood (*Sarcobatus vermiculatus*) with an understory of cheatgrass (*Bromus tectorum*) and common velvetgrass (*Holcus lanatus*). Sagebrush (*Artemisia tridentata*), rabbitbrush (*Chrysothamnus* sp.) and shadscale (*Atriplex* sp.). The most common herbaceous species on the site was common velvetgrass (Photo 1).

The dominant plant community of the 20 acre parcel was sagebrush and grease wood with an understory of cheat grass. The eastern portion of this parcel burned in the past, removing all vegetation (Photo 2). Several ephemeral drainages dissected the parcel, flowing in a southerly direction, two of which were associated with box culverts constructed presumably to enable water to flow under Highway 6 (Figure 1; photos 3, 4).

Prior to the issuance of appropriate permits by the Bureau of Land Management, a threatened and endangered species habitat assessment, per the Endangered Species Act (ESA) of 1973 (as amended) is required. Surveys are also required under the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. §§ 703-711) to protect against violations of the MBTA. Surveys conducted in support of this report ensure compliance with the ESA and MBTA.

2.0 Habitat Assessment

Surveys to assess the project area's suitability for use by state sensitive and federally listed threatened and endangered species and nesting raptors were conducted on 27 March, 2008 by Robert T. Magill of Wildlife Specialties, L.L.C. Mr. Magill has an M.S. degree in wildlife management from Texas Tech University in Lubbock Texas and has completed numerous threatened and endangered species habitat assessments and sensitive species surveys in Garfield County Colorado and throughout the intermountain west.

Habitats within the 20 acre and 7 acre pipe yard parcels were assessed for overall quality to support wildlife and state sensitive species, federally protected species and nesting raptors on 27 March and 29 April, 2008 respectively. Using a pedestrian survey, a wildlife biologist assessed the habitat types present, their condition and evaluated their suitability for supporting sensitive species. The project area was traversed to identify basic habitat types and document which

species were currently using these habitats. A hand-held Global Positioning System (GPS) unit was used to identify the location of physical characteristics of the site pertinent to use of the area as wildlife habitat. Figure 1 shows the location of the both the 7 acre and 20 acre parcels within the greater landscape.

Habitat assessments and sensitive species surveys were conducted before the breeding season for most migratory songbirds and raptors on the 20 acre parcel. Therefore, some species which may breed in the area may not have been present at the time the survey was conducted. Surveys and habitat assessments for the 7 acre parcel were conducted during the breeding season for raptors and early migratory songbirds. As a result of the timing of these surveys, late migrants or late nesting species might not be documented. Similarly, surveys for both parcels were conducted prior to the emergence of most reptiles, and despite warm temperatures during the visits, no reptiles were observed.

3.0 Results

7 Acre Parcel – No nest structures suitable for supporting nesting raptor nests were observed within this site. Although no nesting activity was observed within the project area, cottonwood trees (*Populus fremontii*) trees were present beyond the limits of the project area and were considered suitable for use by nesting raptors and common ravens (*Corvus corax*) and raptors. Although common ravens were observed within the vicinity of the parcel, nest structures suitable for their use were detected either on the project area or in adjacent cottonwood trees.

This parcel bordered previously disturbed areas to the east. These areas had been cleared of most standing vegetation and were being used for industrial purposes at the time the habitat assessment was conducted (Photo 5). Habitats within the parcel itself were intact yet were heavily used by browsing and grazing ungulates, including but not limited to elk (*Cervus elaphus*) and livestock. Species observed within this parcel included elk, western meadowlark (*Sturnella neglecta*), blackbilled magpie (*Pica hudsonia*), Brewers sparrow (*Spizella breweri*), violet-green swallow (*Tachycineta thalassina*) and American kestrel (*Falco sparverius*). Vegetation of the parcels was visually determined to be denser, and of higher quality for wildlife within the eastern portion of the parcel. Kestrels, magpies, and brewer's sparrows were all observed in the more densely vegetated eastern portion of the parcel.

Due to the parcels proximity to areas with high levels of disturbance and the presence of cattle on the site, wildlife species expected to use or be observed within the site would be generalist species adapted to living in an altered environment, such as the European starling (*Sturnus vulgaris*) and raccoons (*Procyon lotor*).

Invasive and noxious weeds were present throughout the parcel. Salt cedar (*Tamarix ramosissima*) is on the Colorado Department of Agriculture's (CDOA) "B-List" of noxious weeds: the species has been identified as a target species for the development and implementation of a weed management plan to stop its continued spread (CDOA 2008) (Photo 6). Although present throughout rangelands of Colorado, and identified as an invasive species, cheat grass has not been officially identified as a noxious weed in Colorado. No other noxious weeds were observed within the parcel.

20 Acre Parcel

No nest structures suitable for supporting nesting raptor nests were observed within this site. Although no nesting activity was observed within the project area, power towers and poles and

juniper (*Juniperus osteosperma*), pinyon pine (*Pinus edulis*) and cottonwood trees (*Populus deltoides*) trees were present beyond the limits of the project area and were considered suitable for use by nesting raptors and common ravens (*Corvus corax*) and raptors. Common ravens were observed carrying nesting material (e.g. sticks, grasses) as they flew over the site.

The two box culverts adjacent to the project site were visually inspected for evidence of use by either bats or swallows. The eastern most culvert contained evidence of previous use by nesting cliff swallows (*Petrochelidon pyrrhonota*), however, no sign of bat use was observed (Photo 7).

Rocky Mountain elk used all portions of this parcel as winter range. An active colony of white-tailed prairie dogs (*Cynomys leucurus*) was present along the southern edge of the parcel. Other species identified as using the area through either direct observation (auditory or visual) or through the presence of sign (scat, tracks) included coyote (*Canis latrans*), desert cottontail rabbit (*Sylvilagus audubonii*), western meadowlark and Say's phoebe (*Sayornis saya*). Avian nomenclature was taken from Sibley (2000). Mammalian nomenclature was taken from Fitzgerald et al. (1994).

Cheat grass was present throughout the parcel and is common across the rangelands of Colorado. Although the species is considered an invasive species, cheat grass has not been officially identified as a noxious weed in Colorado. No formally identified noxious weeds were observed within this parcel.

4.0 Conclusion

Based on information obtained during surveys conducted at both the 7 acre and 20 acre parcels to be used for the development of a pipe yard, no state sensitive or federally protected species were determined to be using the area. Although the sagebrush habitats common within the 20 acre parcel are relatively contiguous with other habitats in the area, disturbances associated with previous energy development and associated infrastructure and the presence of the railroad likely preclude the use of these habitats by disturbance sensitive species.

Both parcels are likely located within the foraging range of at least one pair of common ravens as indicated by the presence of an the observation of an individual carrying nesting material over the 20 acre parcel and the observation of an individual common raven carrying food over the 7 acre parcel. Although no detailed surveys were carried out, tree dominated riparian and upland habitats provide suitable nesting areas for common ravens. Construction of the proposed pipe yard will not impact nesting activities of any state sensitive or federally protected species or raptor species. However, the removal of sagebrush-shrub dominated habitats may decrease nesting and foraging opportunities for species such as the western meadowlark and Brewer's sparrow.

No habitat critical or essential to the continued existence of any species protected under the ESA was identified within either the pipe yard or the compression station site. The implementation of the construction of facilities and their associated infrastructure is not expected to impact state sensitive or threatened and endangered species or raptors on either site.

The noxious weed salt cedar was observed within the boundaries of the 7 acre parcel. Because the CDOA has identified salt cedar as a noxious species it is recommended that development of this parcel be implemented in coordination with CDOA management plans targeting the control of this species as well as in conjunction with any Best Management Practices outlined in the plan for controlling the distribution of the species.

5.0 Literature Cited

Bailey, R.G. 1995. Description of the ecoregions of the United States. 2d ed. Rev. and expanded (1st ed. 1980). Misc. Publ. No. 1391 (rev.), Washington.

Colorado Department of Agriculture. 2008. Noxious Weed Management Program. <http://www.colorado.gov>. Accessed 1 May, 2008.

Fitzgerald, J.P., C.A. Meaney, and D.M. Armstrong. 1994. Mammals of Colorado. Denver Museum of Natural History and University Press of Colorado. 467 pp.

Sibley, D.A. 2000. The National Audubon Society; the Sibley guide to birds. Alfred A. Knopf, New York. 543 pp.

6.0 Project Figures and Photos



Photo 1. View west from northeast corner of the 7 acre parcel. Grasses along the edge of the road and throughout the parcel are cheat grass and common velvetgrass.



Photo 2. View southwest across the burned portion of the 20 acre parcel.



Photo 3. View north toward downstream side of eastern most box culvert on the 20 acre parcel.



Photo 4. View north through second box culvert on the 20 acre parcel.



Photo 5. View east from southeast corner of 7 acre parcel. Industrial development, including gravel mining, is evident in the background.

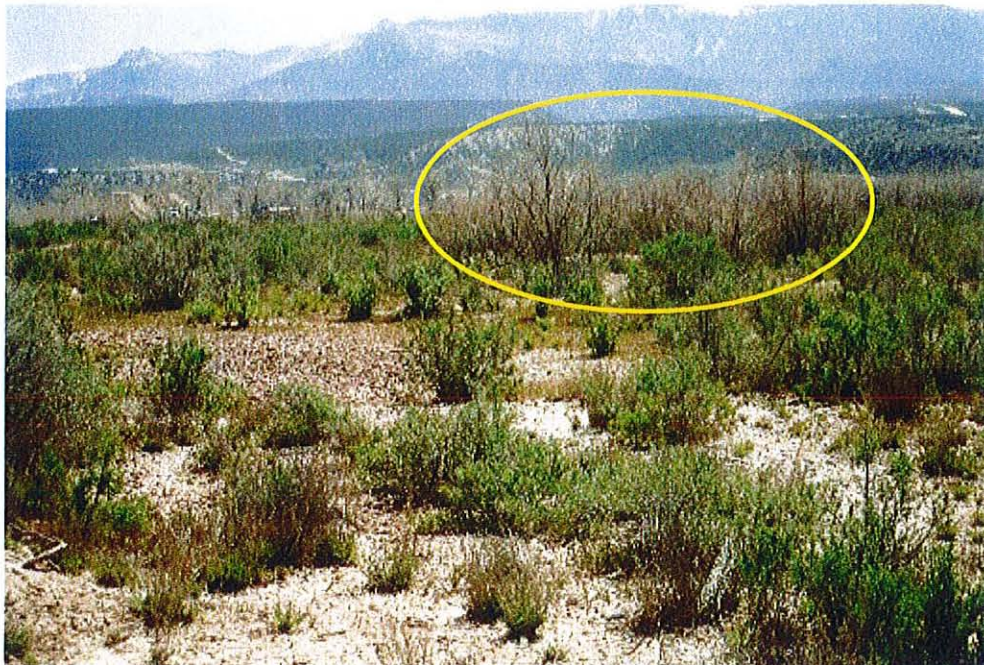


Photo 6. View east from southwest corner of 7 acre parcel. The state identified noxious weed salt cedar is highlighted by the yellow circle.

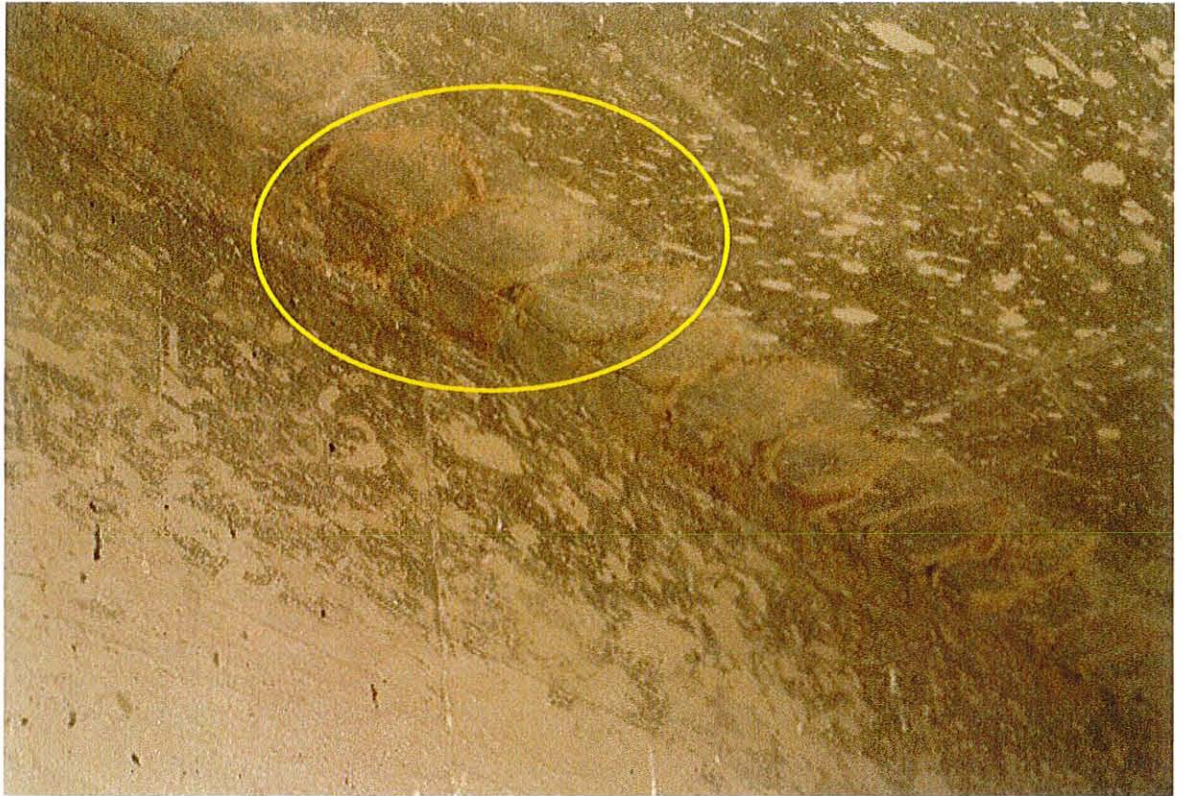



Photo 7. Evidence of previous swallow use of the eastern most box culvert for nesting. The yellow circle highlights locations of old nests placed against the culvert wall and ceiling.



Figure 1: Location of the 7 and 20 acre parcels surveyed.

Legend

 7 & 20 acre parcels



Scale 1 inch = 2,750 feet
Date: May 2008

Prepared by: Wildlife Specialties, L.L.C.
P.O. Box 1231
Lyons, CO 80540
303-710-1286



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

**Submittal Item Tab 12- Rehabilitation Plan. Includes
Revegetation Plan 9-104 (K) and Weed Management Plan 9-
104 (L).**

Steve Anthony- Garfield County Vegetation Management-

Philip Vaughan met on-site with Steve Anthony on 5/20/09 to review the project and the materials below.

Please see attached the following documents:

1. "Integrated Vegetation and Noxious Weed Management Plan- Jackrabbit Extension and Laterals" prepared by WestWater Engineering.

Steve Anthony- Garfield County Vegetation Manager will need a quantity of the acreage to be disturbed to set forth the revegetation bond for the project. It is anticipated that this bond for the Logan Wash 16" Pipeline would be released after 2 growing seasons.

The disturbed area is determined using the following method:

Summary ROW Length and Acreage Totals For Fee Lands
Jackrabbit Extension and Laterals
Enterprise Gas Processing, LLC

20" Suction Trunk Line Extension

Owner	Station	Length LF	Total Surface Area Acres
Chevron	0+00	TUA-25'x50'	0.029
Chevron	0+00 to 58+72.2	5872.2x75' ROW	10.11
Chevron	23+05.05	TUA-30'x50'	0.034
Chevron	24+98.0	TUA-25'x350'	0.20
Chevron	35+37.2	TUA-25'x225'	0.13
Chevron	38+00.0	TUA-25'x148'	0.084
Chevron	38+00.0	TUA-10'x107'	0.024
Chevron	42+00.0	TUA-25'x276'	0.16
Chevron	42+00.0	TUA-10'x373'	0.085
Chevron	54+12.9	TUA-25'x100'	0.057
Puckett	58+72.7 to 92+65.2	3392.5'x75'	5.84
Puckett	92+65.2	100'x200'	0.46

Subtotal: 20" Suction Trunk Line Extension- 17.213 acres

10" Haystack Lateral

Owner	Station	Length LF	Total Surface Area Acres
Puckett	0+00	100'x200'	0.46
Puckett	0+00	15'x18'	0.006
Puckett	0+00 to 234+42.6	23442.6'x75' ROW	40.36
Puckett	35+87.6	TUA-100'x50'	0.115
Puckett	56+29.6	TUA-100'x50'x2	0.23
Puckett	62+54.2	TUA-100'x50'	0.115
Puckett	80+86.8	TUA-100'x50'	0.115
Puckett	117+65.6	TUA-100'x50'	0.115
Puckett	152+82.7	TUA-100'x50'	0.115
Puckett	166+18.8	TUA-100'x50'x2	0.23
Puckett	234+42.6	100'x200'	0.45

Subtotal: 10" Haystack Lateral- 42.31 acres

10" Garden Gulch Lateral

Owner	Station	Length LF	Total Surface Area Acres
Chevron	0+00	100'x100'	0.46
Chevron	0+00	100'x25'	
Chevron	0+00 to 130+19.2	13019.2'x75' ROW	22.42
Chevron	20+36.2	TUA-100'x25'x2	
Chevron	44+15.8	TUA-100'x25'x2	0.23
Chevron	82+34.4	TUA-100'x25'	
Chevron	100+61.4	TUA-692'x30'	0.48
Chevron	121+00.2	TUA-100'x25'	0.06
Chevron	121+00.2	100'x50'	0.115

Subtotal: 10" Garden Gulch Lateral- 24.255 acres

Subtotal: 20" Suction Trunk Line Extension-	17.213 acres
Subtotal: 10" Haystack Lateral-	42.31 acres
Subtotal: 10" Garden Gulch Lateral-	<u>24.255 acres</u>
 Total Acreage Fee Land- Pipeline Right-of-Way:	 83.78 <u>acres</u>

We are prepared to post a reclamation/revegetation bond for the 83.78 acres disturbed.

As per our pre-application meeting, Steve Anthony has recommended a bond at the rate of \$2,500 per acre for the pipeline. $83.78 \text{ acres} \times \$2,500 = \$209,450.00$.

Staging Areas

As per our pre-application meeting, Steve Anthony has recommended a bond at the rate of \$4,000 per acre.

7 acre yard- $\$4,000 \times 7 \text{ acres} = \$28,000.00$ bond.

21 acre yard- $\$4,000 \times 21 \text{ acres} = \$84,000$ bond.

These two bonds for the staging areas have previously been posted by Enterprise Gas Processing and will remain in effect.

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely



Philip B. Vaughan
President
PVCMI-Land Planning Division

**INTEGRATED VEGETATION AND NOXIOUS WEED
MANAGEMENT PLAN**

JACKRABBIT EXTENSION AND LATERALS

GARFIELD COUNTY, COLORADO



**Prepared for:
Enterprise Gas Processing, LLC
Grand Junction, Colorado**

**Prepared by:
WestWater Engineering
2516 Foresight Circle #1
Grand Junction, CO 81505**

May 2009

1.0 INTRODUCTION

1.1 Project Description

Enterprise Gas Processing, LLC. (Enterprise) has requested WestWater Engineering (WWE) to complete a “Wildlife Impact and Sensitive Areas Report” for a proposed pipeline project in Garfield County, Colorado. The Jackrabbit Extension and Laterals project is located approximately 9.5 miles northwest of Parachute, Colorado.

The pipeline consists of an extension to an existing pipeline and three lateral pipelines. The project will include Sections 1, 13, 21, 22, 23, 24, 25, 26, and 28 of Township 6 South, Range 97 West, Section 6 of Township 6 South Range 96 West, and Sections 1, 2, and 11 of Township 7 South Range 97 West. The project is illustrated in Figure 1.

The pipelines will be constructed entirely on private land. The project site is accessible via the Garden Gulch Road and various upgraded gravel roads that have recently been constructed in the project area for natural gas exploration and extraction.

The primary use of the site and surrounding area is rangeland, wildlife habitat, and natural gas extraction/development. The project area is currently undergoing natural gas development including the drilling of wells, construction of pipelines, compressors and access roads.

1.2 General Survey Information

Mapped soil types, as published by the Natural Resources Conservation Service (NRCS), U.S. Department of Agriculture (USDA), were reviewed to determine the soil types and vegetation characteristics of the proposed pipeline and surrounding area (NRCS 2009).

Field inspections of the project area were conducted by WWE biologists from late May through December 2008 and on May 4, 2009. WWE biologists surveyed the area along the proposed alignment and up to 200 ft from the centerline of the pipeline (Figure 2) to identify vegetation communities and to search for, identify, and map noxious weed species.

Vegetation types were determined through field identification of plants, aerial photography, and on-the-ground assessment of plant abundance visible during the survey. Identification of plant species was aided by using pertinent published field guides (Whitson et al. 2001, CWMA 2007, Kershaw et al. 1998, Weber and Wittmann 2001). Photographs were taken of the general project location, vegetation, terrain, and other specific biological findings. Locations of weeds and other features included in this report were recorded with the aid of a handheld global positioning system (GPS) instrument using NAD83/WGS84 map datum, with all coordinate locations based on the Universal Transverse Mercator (UTM) coordinate system in Zone 12S.

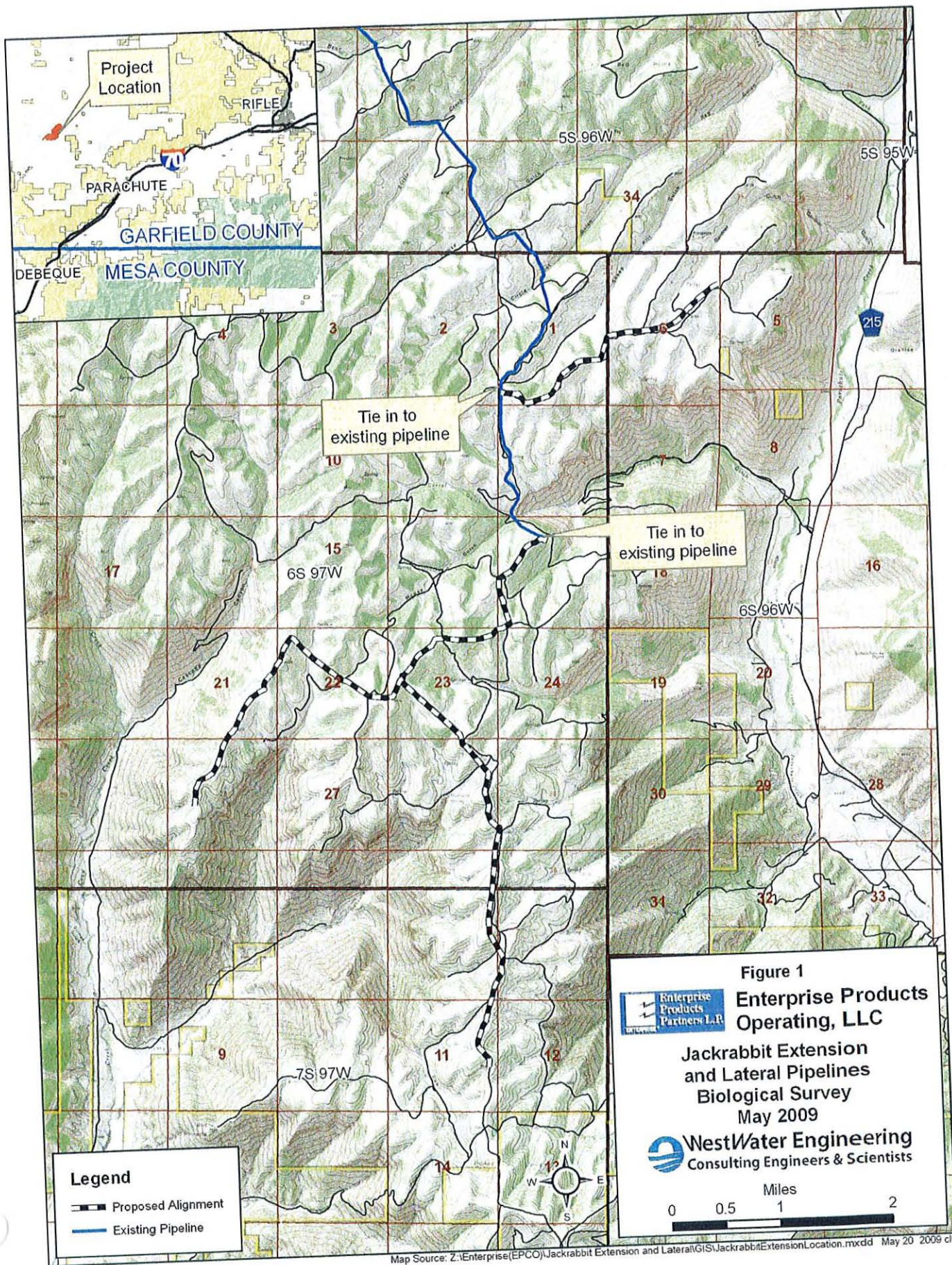


Figure 1
Enterprise Products Operating, LLC
Jackrabbit Extension and Lateral Pipelines
Biological Survey
May 2009
WestWater Engineering
 Consulting Engineers & Scientists

Map Source: Z:\Enterprise(EPCO)\Jackrabbit Extension and Lateral\GIS\JackrabbitExtensionLocation.mxd May 20 2009 cv

2.0 LANDSCAPE SETTING

2.1 Vegetation Communities

Vegetation is dominated by a mixture of mountain big sagebrush (*Artemisia tridentata* var. *vaseyana*), Gambel oak (*Quercus gambelii*), serviceberry (*Amelanchier alnifolia*), antelope bitterbrush (*Purshia tridentata*), snowberry (*Symphoricarpos rotundifolius*), aspen (*Populus tremuloides*), and Douglas-fir forests (*Pseudotsuga menziesii*). Groves of aspen and Douglas-fir prefer northern exposures where soil moisture and temperatures are suitable for these species. A variety of grasses and forbs are distributed throughout the understory in the area. A few common species include various wheatgrass species (*Elymus* spp. or *Pascopyrum* spp.), bluegrass (*Poa* spp.), Indian rice grass (*Achnatherum hymenoides*), western yarrow (*Achillea lanulosa*), dandelion (*Taraxacum* spp), lupine (*Lupinus* spp), and sulphur buckwheat (*Erigonium umbellatum*). Riparian vegetation occurs along all the perennial streams; species include aspen, mountain willow (*Salix* spp.), chokecherry (*Prunus virginiana*), serviceberry, sedges (*Carex* spp.), and rushes (*Juncus* spp.).

The climate for the Piceance Basin is considered semi-arid with a wide range of temperatures and precipitation. The closest weather station is at the Altenbern Ranch on Roan Creek, which has provided reliable records to the National Oceanic and Atmospheric Administration (NOAA) since 1948. The average annual precipitation at the ranch is 16.41 inches, with a record low temperature of minus 38 degrees Fahrenheit and a record high temperature of 104 degrees Fahrenheit (NOAA website: www.noaa.gov). The average annual precipitation at the upper elevations in the project area should equal, and likely exceed, that observed at the Altenbern station on Roan Creek.

2.2 Soil Types and Terrain

Soil types include loams and sandy loams that overlay broken shale derived from the Green River Formation. This formation is visible in the sheer canyons of Roan and Parachute Creek and the Roan Cliffs overlooking the towns of Rifle, Parachute and DeBeque, Colorado. In many areas, soils profiles are not extensive and often only 12-24 inches of soil overlays deep, broken shale deposits. Soil types and the vegetation supported vary with elevation and slope aspect. Mapped soil types, as published by the Natural Resources Conservation Service (NRCS), U.S. Department of Agriculture (USDA), were reviewed to determine the soil types and vegetation characteristics of the project site and surrounding property (NRCS 2009).

Eight soil types are found in the project area and include the following:

1. Northwater-Adel complex, 5 to 50 percent slopes and vegetation is predominantly mature aspen groves with an understory of deciduous mountain shrubs, grasses and forbs. This soil type supports the large aspen complexes on the Roan Plateau.
2. Parachute-Irigul complex, 5 to 30 percent slopes and vegetation is dominated by sagebrush shrublands.
3. Parachute-Irigul-Rhone association, 25 to 50 percent slopes. Vegetation includes a mix of aspen and deciduous mountain shrubs including serviceberry with an understory of sagebrush.

4. Parachute loam, slopes of 25 to 65 percent. Vegetation of this soil type consists of mountain big sagebrush, serviceberry, Gambel's oak, snowberry, mountain brome, elk sedge, Letterman's needlegrass and Idaho fescue. This soil type has severe limitations for use, has a high risk for erosion, and is primarily used for pasture, rangeland, forest, and wildlife habitat.
5. Parachute-Rhone loams, 50 to 30 percent slopes and vegetation includes serviceberry, sagebrush and bitterbrush.
6. Rhone loams, slopes of 30 to 70 percent. Supports serviceberry, Gambel's oak, snowberry, Wood's rose, mountain brome, elk sedge, Idaho fescue and Letterman's needlegrass. This soil type has severe limitations for use, has a high risk for erosion, and is primarily used for pasture, rangeland, forest, and wildlife habitat.
7. Silas loam, 1 to 12 percent slopes. Soils typically occur along drainage bottoms and supports aspen and riparian vegetation along perennial drainages.
8. Torriorthents, cool-Rock outcrop complex, 35 to 90 percent slopes. Slopes are often composed of bare shale soils with scattered sagebrush, grasses and forbs. This soil type is suitable habitat for sensitive plant species such as Piceance bladderpod.

3.0 NOXIOUS WEEDS

3.1 Introduction to Noxious Weeds

Noxious weeds are plants that are aggressive competitors non-native to an area. Most have come from Europe or Asia, either accidentally or as ornamentals that have escaped. Once established in a new environment they tend to spread quickly, because insects, diseases and animals that normally control them are absent. Noxious weeds are spread by man, animals, water, and wind. Prime locations for the establishment of noxious weeds include roadsides, sites cleared for construction, areas that are overused by animals or humans, wetlands, and riparian corridors. Subsequent to soil disturbances, vegetation communities can be susceptible to infestations of invasive or exotic weed species. Vegetation removal and soil disturbance during construction can create optimal conditions for the establishment of invasive, non-native species. Construction equipment traveling from weed-infested areas into weed-free areas could disperse noxious or invasive weed seeds and seedlings, resulting in the establishment of these weeds in previously weed-free areas.

The Colorado Noxious Weed Act (State of Colorado 2005) requires local governing bodies to develop noxious weed management plans. Both the State of Colorado and Garfield County maintain a list of plants that are considered to be noxious weeds. The State of Colorado noxious weed list includes three categories. List A species must be eradicated whenever detected. List B species include weeds whose spread should be halted. List C species are widespread, but the State will assist local jurisdictions which choose to manage those weeds.

The Garfield County Weed Advisory Board has compiled a list of 21 plants from the State list considered to be noxious weeds within the county (see Appendix A). Three of those weed species were found in or near the project area. The Garfield County Weed Advisory Board has duties to:

1. Develop a noxious weed list,
2. Develop a weed management plan for designated noxious weeds, and
3. Recommend to the Board of County Commissioners that identified landowners submit an integrated weed management plan for their properties.

3.2 Observations

Seven county or state listed weed species were found in the project area, including whitetop (*Cardaria draba*), houndstongue (*Cynoglossum officinale*), bull thistle (*Cirsium vulgare*), musk thistle (*Carduus nutans*), Canada thistle (*Cirsium arvense*), common mullein (*Verbascum thapsus*), and cheatgrass (*Bromus tectorum*). Of these state-listed weeds whitetop, musk thistle, Canada thistle, and houndstongue are also listed by Garfield County (Table 1 and Appendix B). The locations of the listed weeds can be seen in Figure 2.

It should be noted that the timing of several of the surveys occurred past the phenological cycle of the plants. Dry weeds can be difficult or impossible to detect and identify. Some observations were made with approximately 2-3 inches of snow on the ground, which prevented WWE biologists from identifying noxious weeds that may have been under the snow. In particular, whitetop is suspected to be present near Garden Gulch but was not detected there during the surveys and further inspection is necessary to confirm its presence.

Table 1. Observed Noxious Weed Locations in the Jackrabbit Extension and Laterals Project Area

Common Name* Scientific Name USDA Symbol	General Location and Comments
Bull Thistle ^B <i>Cirsium vulgare</i> CIVU	Scattered individual infestations were observed in disturbed areas along and adjacent to the pipeline alignment.
Canada Thistle ^B <i>Cirsium arvense</i> CIAR4	A small infestation on the north end of the pipeline.
Cheatgrass ^C <i>Bromus tectorum</i> BRTE	Thinly scattered throughout much of the survey area. Typically noted in areas of disturbance along the pipeline alignment and scattered in other areas, typically along existing 2-track trails.
Common Mullein ^C <i>Verbascum thapsus</i> VETH	Common along drainages, occasionally in small dense patches. Also scattered very thinly throughout much of the sagebrush and oak brush areas.
Houndstongue ^B <i>Cynoglossum officinale</i> CYOF	Common throughout the existing pipeline corridor. Occasionally in large patches but mostly individual scattered plants.

Table 1. Observed Noxious Weed Locations in the Jackrabbit Extension and Laterals Project Area

Common Name* Scientific Name USDA Symbol	General Location and Comments
Musk Thistle ^B <i>Carduus nutans</i> CANU4	Generally not large infestations, but tends to occur in areas where moisture conditions are higher along streams and north facing slopes.
Whitetop (Hoary cress) ^B <i>Cardaria draba</i> CADR	Suspected to infest the area near Garden Gulch and at least one location along the pipeline corridor.

* Government weed listing: **Bold** - Garfield County, Colorado. Superscript - Colorado State B or C list.

3.3 Treatment and Control of Noxious Weed Infestations

Invasive and noxious weeds commonly occur along ditches, creek corridors and adjacent drainages (especially in riparian areas), abandoned fields, and disturbed areas such as well pads, pipeline routes, and roadsides.

Control methods for the weed species found in the project area are described in Table 2. Included in Table 2 are weed life cycle type and recommended control methods for each weed species.

Table 2. Weed Treatment Methods

Common Name* Scientific Name USDA Symbol	Type**	Control Methods
Bull thistle ^B <i>Cirsium vulgare</i> CIVU	B	Best management includes cultural control combined with mechanical and/or chemical control techniques. Herbicide with the active ingredient glyphosate and 2,4-D is an effective herbicide to use to control and stop the spread of bull thistle.
Canada Thistle ^B <i>Cirsium arvense</i> CIAR4	CP	Herbicides are most effective, often in combination with mowing to reduce seed production. Fall application of herbicides is recommended. Digging and tillage are ineffective and may cause the plant to spread or produce more stems. Seeding with competitive desirable grasses is highly recommended.
Cheatgrass ^C <i>Bromus tectorum</i> BRTE	A	Herbicide application in fall and following spring followed by seeding with competitive grasses where infestations are heavy.
Common mullein ^C <i>Verbascum thapsus</i> VETH	B	Herbicide application in the fall, plant competitive grasses. Elimination of seed production and the depletion of the seed bank by the combination of herbicide and the mechanical removal of rosettes. It is also very important to remove the seed heads from plants that have bolted.

Table 2. Weed Treatment Methods

Common Name* Scientific Name USDA Symbol	Type**	Control Methods
Houndstongue^B <i>Cynoglossum officinale</i> CYOF	B	Early Spring tillage before weed emergence in the existing corridor to a depth of 2-4 inches. Herbicide application in Spring while plants are small and in the late fall, bagging the seed heads.
Musk thistle^B <i>Carduus nutans</i> CANU4	B	Tillage or hand grubbing in the rosette to pre-flowering stages. Repeated mowing at bolting or early flowering. Seed head and rosette weevils, leaf feeding beetles. Herbicides in rosette stage.
Whitetop (Hoary cress)^B <i>Cardaria draba</i> CADR	P	Herbicide applications can be very effective on whitetop when applied at the proper time. Before or at early bloom is the best time to apply. Tillage or hand grubbing are not recommended because they break up root pieces, which can sprout into new plants.

* Government weed listing: **Bold** – Garfield County, Colorado. Superscript - Colorado State B or C list.

** Type: **A** = annual; **B** = biennial; **CP** = creeping perennial; **P** = perennial

(Sirota 2004)

3.4 Recommended Treatment Strategies

It is important to know whether the target is an annual, biennial, or perennial to select strategies that effectively control and eliminate the target. Treatment strategies are different depending on plant type, which are summarized in Table 3. Herbicides should not always be the first treatment of choice when other methods can be effectively employed.

Table 3. Treatment Strategies for Annual and Biennial Noxious Weeds
Target: Prevent Seed Production

1. Hand grub (pull), hoe, till, cultivate in rosette stage and before flowering or seed maturity. If seeds develop, cut and bag seed heads.
2. Cut roots with a spade just below soil level.
3. Treat with herbicide in rosette or bolting stage, before flowering.
4. Mow biennials after bolting stage, before seed set. Mowing annuals will not prevent flowering but can reduce total seed production.

(Sirota 2004)

Herbicide treatment with two or more herbicide modes of action in fall (after approximately August 15 when natural precipitation is present) is the best method to control difficult species. Some weeds, particularly annuals and biennials, can develop resistance to herbicides. The ability to quickly develop immunity to herbicides, especially when they are used incorrectly, makes it imperative to use the proper chemicals at the correct time in the specified concentration. Most misuse is centered on excessive application, either in frequency or concentration. This results in mostly top kill and an immune phenotype.

3.5 Life Cycle and Management Calendars

Best results in the control of certain specific noxious weeds can be achieved by following the recommended timetable presented in Table 4.

Table 4. Noxious Weed Biology

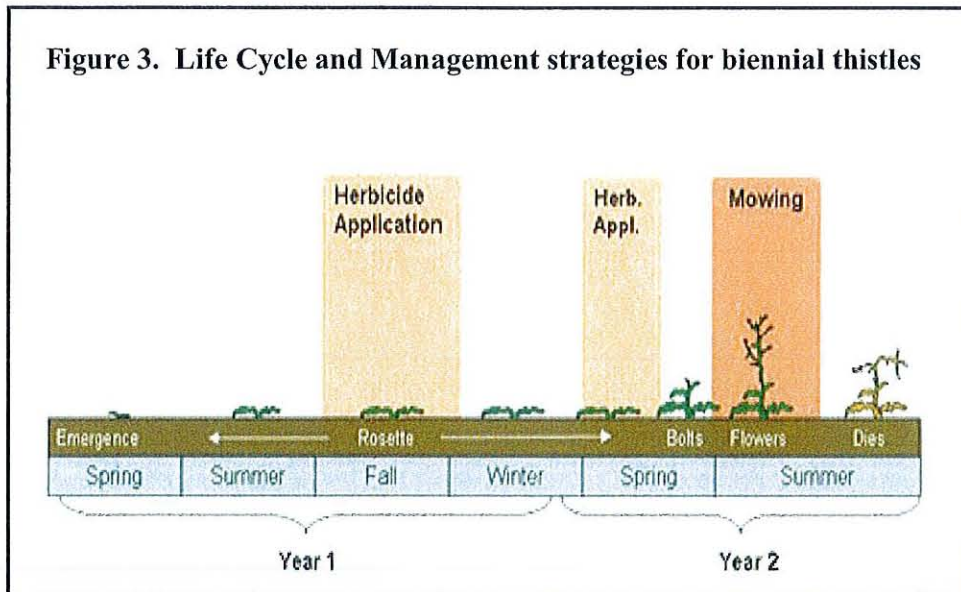
Species	Type ¹	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Houndstongue	B	rosettes	→	prebud	flowering, seed set			germination			→	→	→
Thistle, Bull - 1st year	B			germination		rosettes	→		→	→	→	→	→
Thistle, Bull - 2nd year	B	rosettes	→	→	→	bolting	flowering		seed set	→	→	rosettes	
Thistle, Musk - 1st year	B				germination	rosettes	→		→	→	→	→	→
Thistle, Musk - 2nd year	B	rosettes	→	→	→	bolt	flowering		seed set	→			
Common mullein	B	Dormancy			Emerge	Flowering			→	Flowering, seed set	Seed set		
Canada Thistle	CP	Dormancy			Emerge		Flowering						
Whitetop	P			Emerge	Flowering	Seed set							

1: A = annual; B = biennial; CP = creeping perennial; P = perennial

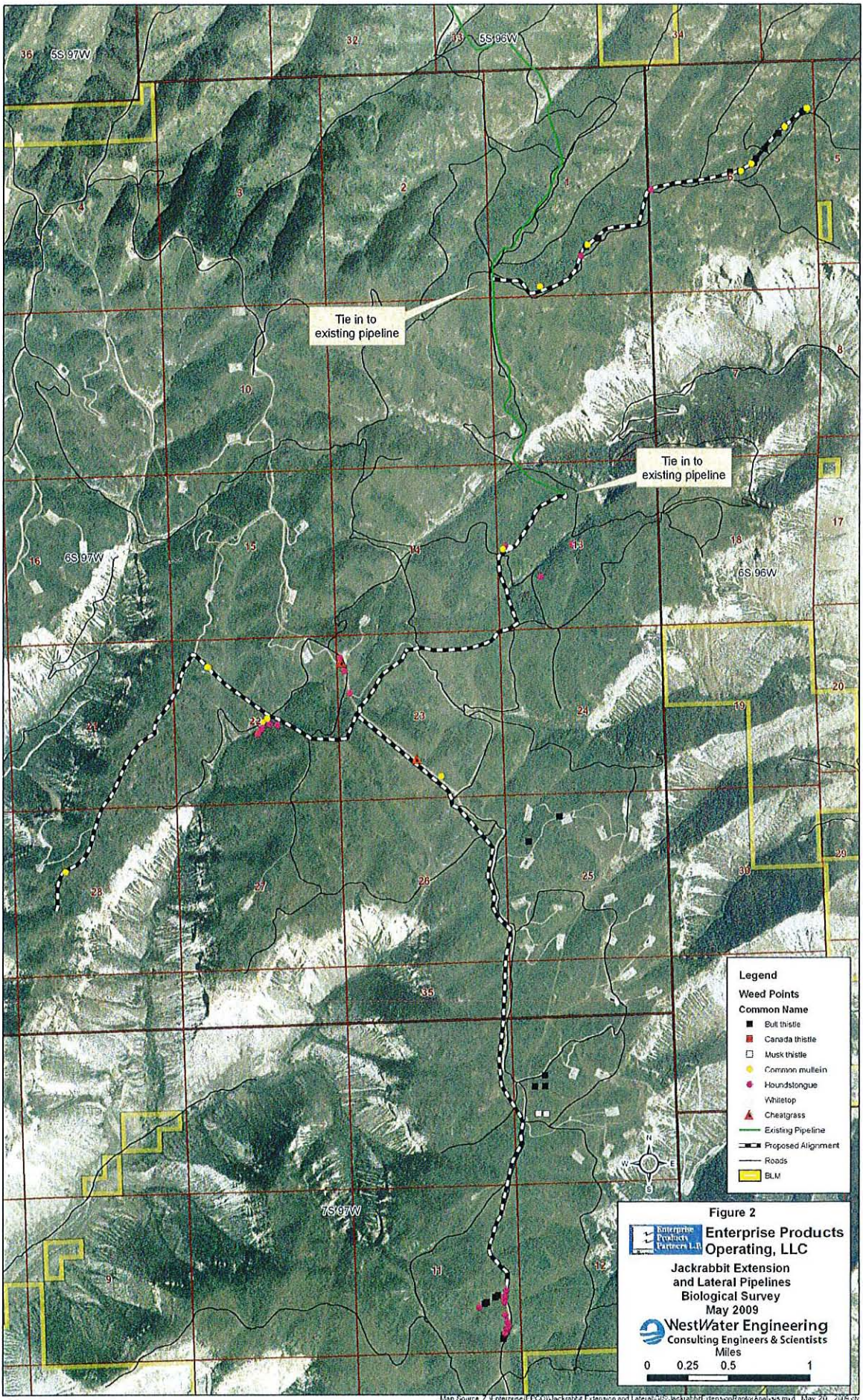
Shaded areas indicate best control timing.

(Sirota 2004)

Figure 3 is an alternative schedule for life cycle and control of biennial thistles such as bull thistle. It is also an appropriate control for houndstongue. One additional control method is the cutting of rosettes, which can be done any time during the growth of the plant.



(Hartzler 2006)



- Legend**
- Weed Points**
- Common Name**
- Bull thistle
 - Canada thistle
 - Musk thistle
 - Common mullein
 - Houndstongue
 - Whitetop
 - ▲ Cheatgrass
 - Existing Pipeline
 - - - Proposed Alignment
 - Roads
 - BLM

Figure 2

Enterprise Products Operating, LLC

Jackrabbit Extension and Lateral Pipelines
Biological Survey
May 2009

WestWater Engineering
Consulting Engineers & Scientists

Miles
0 0.25 0.5 1

3.6 Commercial Applicator Recommendations

A certified commercial applicator is a good choice for herbicide control efforts. Regulations may require a Colorado licensed applicator. An applicator has the full range of knowledge, skills, equipment and experience desired when dealing with tough noxious weeds. Reclamation farming services using multiple seed bin range drills and specialized related equipment are available and should be used for reclamation seeding projects.

Common chemical and trade names may be used in this report. The use of trade names is for clarity by the reader. Inclusion of a trade name does not imply endorsement of that particular brand of herbicide and exclusion does not imply non-approval. Certified commercial applicators will decide which herbicide to use and at what concentration according to label directions. Landowners using unrestricted products must obey all label warnings, cautions, and application concentrations. The author of this report is not responsible for inappropriate herbicide use by readers.

3.7 Best Management Practices – Noxious Weeds

The following practices should be adopted for any construction project to reduce the costs of noxious weed control. The practices include:

- top soil, where present, should be segregated from deeper soils and replaced as top soil on the final grade, a process known as live topsoil handling;
- wetland vegetation, if encountered, should be live handled like sod, temporarily watered if necessary, and placed over excavated sub-soil relative to the position from which the wetland sod was removed;
- cut-off collars should be placed on all wetland and stream crossings to prevent back washing or draining of important aquatic resources;
- in all cases, temporary disturbance should be kept to an absolute minimum;
- equipment and materials handling should be done on established sites to reduce area and extent of soil compaction;
- disturbances should be immediately reseeded with the recommended mix in the re-vegetation section;
- topsoil stockpiles should be seeded with non-invasive sterile hybrid grasses, if stored longer than one growing season;
- prior to delivery to the site, equipment should be cleaned of soils remaining from previous construction sites which may be contaminated with noxious weeds; and
- if working in sites with weed-seed contaminated soil, equipment should be cleaned of potentially seed-bearing soils and vegetative debris prior to moving to uncontaminated terrain.

In areas with slopes greater than 3 percent, imprinting of the seed bed is recommended. Imprinting can be in the form of dozer tracks or furrows perpendicular to the direction of slope. When utilizing hydro-seeding followed by mulching, imprinting should be done prior to seeding unless the mulch is to be crimped into the soil surface. If broadcast seeding and harrowing, imprinting should be done as part of the harrowing. Furrowing can be done by several methods, the most simple of which is to drill seed perpendicular to the direction of slope in a prepared bed. Other simple imprinting methods include deep hand raking and harrowing, always perpendicular to the direction of slope.

Herbicides: Difficult species respond better to an application of a combination of two or more chemical modes of action (biological reason for plant death) rather than one (Boerboom 1999). It has also been found that use of two different groups of chemicals in the same mode of action can increase effectiveness on difficult species, e.g., phenoxy and benzoic acids or carboxylic acids and benzoic acids in a mix. Some are commercially pre-mixed, e.g., Crossbow and Super Weed-be-Gone Max, and are available over the counter. However, some of the most effective herbicides are restricted and available for use only by licensed applicators.

Weed species with rhizomes such as whitetop should be exclusively treated and controlled by chemical means because it is important to kill the roots to control the growth and reproduction of the plants.

Professionals or landowners using herbicides must use the concentration specified on the label of the container in hand. Herbicides generally do not work better at higher concentrations. Most herbicide failures observed by WWE are related to incomplete control caused by high concentrations killing top growth before the active ingredient can be transported to the roots through the nutrient translocation process. Most herbicide applications should use a surfactant if directed on the herbicide label or other adjuvant (chemical agent added to aid the effect of another chemical) as called for on the herbicide label.

Grazing: Grazing should be deferred in reclaimed areas, until the desired grass species are established.

Mechanical: Bull thistle was found scattered along the pipeline and is an example where control could be accomplished mechanically along with chemical applications. Mechanical removal involves cutting, mowing, and bagging seed heads of the noxious weed. This method is not recommended for eradication of whitetop.

Alternative Methods: An alternative method, particularly where there is poor or destroyed topsoil, is the application of vesicular-arbuscular mycorrhizal fungi typically referred to as AMF. These fungi, mostly of the genus *Glomus*, are symbiotic with about 80 percent of all vegetation. Endo-mycorrhizal fungi are associated mostly with grasses and forbs and could be helpful when reclaiming this project. In symbiosis, the fungi increase water and nutrient transfer capacity of the host root system by as much as several orders of magnitude (Barrow and McCaslin 1995).

Over-the-counter commercial products, which are better adapted to coating seeds when re-seeding and treating roots of live seedling trees and shrubs at time of planting, come in powder form and are available from many different sources. Some also come in granular form to be

spread with seed from a broadcast spreader. The best AMF products should contain more than one species.

All Colorado State Forest Salida District tree and shrub plantings include the application of AMF. According to District Forester Crystal Tischler, "AMF is worth it" (Tischler 2006). Most, if not all, Colorado Department of Transportation re-vegetation/reseeding projects now require use of AMF and BioSol, a certified by-product of the penicillin manufacturing process composed primarily of mycelium. Compacted soils respond well to fossilized humic substances and by-products called humates. These humates, including humic and fulvic acids and humin, were formed from pre-historic plant and animal deposits and work especially well on compacted soils when applied as directed.

4.0 REVEGETATION – RECLAMATION

4.1 Project Area

The project area is comprised of rolling mountain shrubland ridge tops and draws with scattered stands of aspens and Douglas-fir. Successful reclamation of the project area is dependent upon soil type and texture, slope gradient and aspect, proper weed control, and re-vegetation with suitable plant species.

Based on the soil types, terrain, and the presence of noxious weeds in the project area, successful reclamation is most likely to be achieved if a seed mix of grasses and shrubs is used (Table 5). This will allow control of noxious weeds while establishing vegetation in the disturbed areas. The recommended seed mix is based on Bureau of Land Management (BLM) recommendations for the elevation and vegetation type presently occurring in the project area (BLM 2007).

Table 5. Mountain/Wyoming Big Sagebrush Shrubland

Common Name	Scientific Names	Variety	Season	Form	PLS lbs/acre*
Plant Both of the Following (15% Each, 30% Total)					
Bottlebrush Squirreltail	<i>Elymus elymoides</i> [<i>Sitanion hystrix</i>]	VNS	Cool	Bunch	2.0
Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i> [<i>Agropyron spicatum</i>]	Secar, P-7, Anatone, Goldar	Cool	Bunch	2.8
and Two of the Following (20% Each, 40% Total)					
Thickspike Wheatgrass	<i>Elymus lanceolatus</i> ssp. <i>Lanceolatus</i> [<i>Agropyron dasystachyum</i>]	Critana, Bannock, Schwendimar	Cool	Sod-forming	3.4
Slender Wheatgrass	<i>Elymus trachycaulus</i> [<i>Agropyron trachycaulum</i>]	Revenue, Pryor	Cool	Bunch	3.3
Western Wheatgrass	<i>Pascopyrum</i> [<i>Agropyron smithii</i>]	Rosana, Arriba	Cool	Sod-forming	4.8

Table 5. Mountain/Wyoming Big Sagebrush Shrubland

Common Name	Scientific Names	Variety	Season	Form	PLS lbs/acre*
and Two of the Following (15% Each, 30% Total)					
Indian Ricegrass	<i>Achnatherum [Oryzopsis] hymenoides</i>	Paloma, Rimrock	Cool	Bunch	2.8
Galleta	<i>Pleuraphis [Hilaria] jamesii</i>	Viva florets	Warm	Bunch/Sod-forming	2.5
Muttongrass	<i>Poa fendleriana</i>	VNS	Cool	Bunch	0.4
Sandberg Bluegrass	<i>Poa sandbergii [Poa secunda]</i>	VNS	Cool	Bunch	0.4

*Based on 60 pure live seeds (PLS) per square foot, drill-seeded. Double this rate (120 PLS per square foot) if broadcast or hydroseeded (BLM 2007).

For best results and success, the recommended grass mixture reseeding should be performed in late autumn. The reseeding rate should be doubled for broadcast application (CNHP 1998). Preferred seeding method is multiple seed bin rangeland drill with no soil preparation other than simple grading to slope and imprinting and waterbars where applicable.

Alternative seeding methods include, but are not limited to:

- harrow with just enough soil moisture to create a rough surface, broadcast seed and re-harrow, preferably at a 90 degree angle to the first harrow;
- hydro-seeding (most economical in terms of seed cost); and
- hand raking and broadcast followed by re-raking at a 90 degree angle to the first raking.

These are not the only means of replanting the site. However, these methods have been observed to be effective in similar landscapes.

The process of restoring big sagebrush communities requires a multi-year effort. Once desired grasses are established and control of target weed species is successful then shrubs, forbs, and trees can be planted without concern for herbicide damage. Few native forb seeds are available commercially as cultivars. Most are collected from natural populations. Native shrubs and forbs often do not establish well from seed, particularly when mixed with grasses. Past experience has shown that stabilizing the soil with grasses, accomplishing weed control, and then coming back to plant live, containerized woody species (i.e. big sagebrush) in copses has been the most cost effective method for establishing the woody species component of the plant community.

For sites where soil disturbance will be temporary, grasses should be drilled after construction activities cease and the equipment is removed from the site. After two years of controlling weeds (with herbicides) and allowing the grasses to become established, forbs and woody species should be inter-seeded or hand-planted to increase the diversity and value of the reclamation plantings.

5.0 REFERENCES

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APPENDIX A
Garfield County Noxious Weed List

Species	Common name	Species Code	Growth Form ¹	Life History ²	State "A" List	State "B" List	State "C" List	Garfield List
<i>Acroptilon repens</i>	Russian knapweed	<u>ACRE3</u>	F	P		X		X
<i>Aegilops cylindrica</i>	Jointed goatgrass	AECY	G	A			X	X
<i>Arctium minus</i>	Common (Lesser) burdock	<u>ARMI2</u>	F	B			X	X
<i>Cardaria draba</i>	Hoary cress, Whitetop	<u>CADR</u>	F	P		X		X
<i>Carduus acanthoides</i>	Spiny plumeless thistle	<u>CAAC</u>	F	B, WA		X		X
<i>Carduus nutans</i>	Musk (Nodding plumeless) thistle	<u>CANU4</u>	F	B		X		X
<i>Centaurea diffusa</i>	Diffuse knapweed	<u>CEDI3</u>	F	P		X		X
<i>Centaurea maculosa</i>	Spotted knapweed	<u>CEMA4</u>	F	P		X		X
<i>Centaurea solstitialis</i>	Yellow starthistle	<u>CESO3</u>	F	A	X			X
<i>Chrysanthemum leucanthemum</i>	Oxeye daisy	<u>CHLE80</u>	F	P		X		X
<i>Cichorium intybus</i>	Chicory	<u>CIIN</u>	F	P			X	X
<i>Cirsium arvense</i>	Canada thistle	<u>CIAR4</u>	F	P		X		X
<i>Cynoglossum officinale</i>	Houndstongue, Gypsyflower	<u>CYOF</u>	F	B		X		X
<i>Elaeagnus angustifolia</i>	Russian olive	<u>ELAN</u>	T	P		X		X
<i>Euphorbia esula</i>	Leafy spurge	<u>EUES</u>	F	P		X		X
<i>Linaria dalmatica</i>	Dalmatian toadflax, broad-leaved	<u>LIDA</u>	F	P		X		X
<i>Linaria vulgaris</i>	Yellow toadflax	<u>LIVU2</u>	F	P		X		X
<i>Lythrum salicaria</i>	Purple loosestrife	<u>LYSA2</u>	F	P	X			X
<i>Onopordum acanthium</i>	Scotch thistle	<u>ONAC</u>	F	B		X		X
<i>Tamarix parviflora</i>	Smallflower tamarisk	<u>TAPA4</u>	T	P		X		X
<i>Tamarix ramosissima</i>	Salt cedar, Tamarisk	<u>TARA</u>	T	P		X		X

1 - Growth form: T = tree/shrub; F = forb/vine; G = graminoid 2 - Life history: A = annual; B = biennial; P = perennial; WA = winter annual

Appendix B

Weed Locations along Jackrabbit Extension and Laterals			
Date	Easting	Northing	CommonName
11/08/2008	743051	4373391	Bull Thistle
11/08/2008	743049	4373494	Bull Thistle
11/08/2008	742949	4373386	Bull Thistle
11/08/2008	743063	4373118	Musk Thistle
11/08/2008	742986	4373122	Musk Thistle
11/20/2008	740421	4376887	Houndstongue
11/20/2008	740345	4376899	Houndstongue
11/20/2008	740335	4376922	Houndstongue
11/20/2008	740263	4376845	Houndstongue
11/20/2008	740228	4376804	Houndstongue
11/20/2008	740269	4376899	Bull Thistle
11/20/2008	740268	4376885	Houndstongue
11/20/2008	740266	4376883	Houndstongue
11/20/2008	740274	4376923	Houndstongue
11/20/2008	740274	4376923	Common Mullein
11/20/2008	740321	4376958	Common Mullein
11/20/2008	739740	4377454	Common Mullein
11/20/2008	739727	4377460	Common Mullein
11/20/2008	738338	4375465	Common Mullein
11/20/2008	740421	4376887	Houndstongue
11/20/2008	740345	4376899	Houndstongue
11/20/2008	740335	4376922	Houndstongue
11/20/2008	740263	4376845	Houndstongue
11/20/2008	740228	4376804	Houndstongue
11/20/2008	740269	4376899	Bull Thistle
11/20/2008	740268	4376885	Houndstongue
11/20/2008	740266	4376883	Houndstongue
11/20/2008	740274	4376923	Houndstongue
11/20/2008	740274	4376923	Common Mullein
11/20/2008	740321	4376958	Common Mullein
11/20/2008	739740	4377454	Common Mullein
11/20/2008	739727	4377460	Common Mullein
11/20/2008	738338	4375465	Common Mullein
11/24/2008	742994	4381139	Common Mullein
11/24/2008	743447	4381523	Bull Thistle
11/24/2008	745125	4382373	Bull Thistle
11/24/2008	745107	4382331	Bull Thistle
11/24/2008	744972	4382252	Bull Thistle
11/24/2008	744875	4382242	Bull Thistle
11/24/2008	743395	4381434	Houndstongue
11/24/2008	744093	4382066	Houndstongue

Weed Locations along Jackrabbit Extension and Laterals

Date	Easting	Northing	CommonName
11/24/2008	743462	4381541	Common Mullein
11/24/2008	745082	4382322	Common Mullein
11/24/2008	744982	4382251	Common Mullein
11/24/2008	745588	4382827	Bull Thistle
11/24/2008	745410	4382679	Bull Thistle
11/24/2008	745347	4382619	Bull Thistle
11/24/2008	745211	4382464	Bull Thistle
11/24/2008	743569	4381603	Bull Thistle
11/24/2008	745624	4382856	Common Mullein
11/24/2008	745410	4382679	Common Mullein
12/04/2008	742639	4370947	Houndstongue
12/04/2008	742681	4371032	Houndstongue
12/04/2008	742693	4371077	Houndstongue
12/04/2008	742637	4370948	Bull Thistle
12/04/2008	742648	4370988	Bull Thistle
12/04/2008	742654	4371002	Houndstongue
12/04/2008	742672	4371048	Houndstongue
12/04/2008	742679	4371055	Houndstongue
12/04/2008	742680	4371115	Houndstongue
12/04/2008	742656	4371179	Houndstongue
12/04/2008	742650	4371303	Houndstongue
12/04/2008	742642	4371355	Houndstongue
12/04/2008	742657	4371357	Houndstongue
12/04/2008	742583	4371371	Bull Thistle
12/04/2008	742559	4371352	Bull Thistle
12/04/2008	742471	4371303	Bull Thistle
12/04/2008	742452	4371289	Bull Thistle
12/04/2008	742397	4371252	Houndstongue
12/04/2008	742665	4371417	Houndstongue
12/04/2008	742025	4376389	Common Mullein
6/28/2007	743186	4375999	Bull Thistle
6/28/2007	742887	4375756	Bull Thistle
6/28/2007	741786	4376557	Cheatgrass
6/28/2007	741124	4377203	Houndstongue
6/28/2007	741070	4377419	Houndstongue
6/28/2007	741041	4377501	Cheatgrass
6/28/2007	741028	4377546	Houndstongue
5/5/2009	742698	4378611	Whitetop
5/5/2009	742648	4378625	Houndstongue
5/5/2009	742630	4378598	Common Mullein
5/5/2009	743005	4378328	Houndstongue
5/5/2009	743309	4378645	Houndstongue

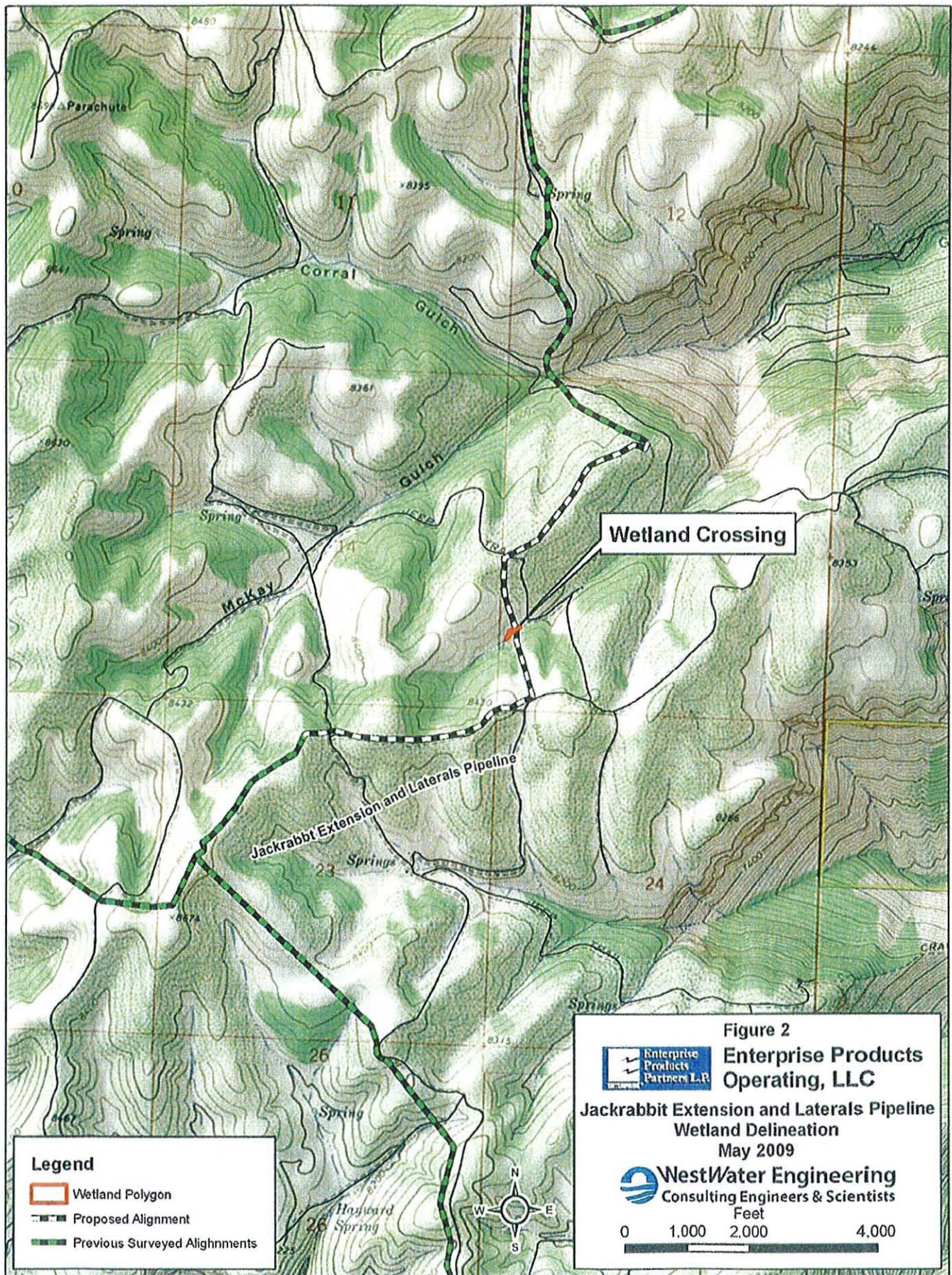


Figure 2
Enterprise Products Partners L.P.
Operating, LLC
Jackrabbit Extension and Laterals Pipeline
Wetland Delineation
May 2009
WestWater Engineering
 Consulting Engineers & Scientists
 Feet
 0 1,000 2,000 4,000

Legend
 Wetland Polygon
 Proposed Alignment
 Previous Surveyed Alignments



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for Right-of-Way Application

Submittal Item Tab 15- Traffic Impact 9-104 (N)

Jackrabbit Extension and Laterals Pipeline Construction

The primary staging areas and the pipe materials will be stored at the following locations:

- A. 7 acre office and yard site located in the NE1/4 NE1/4 of Section 33, Township 7 South, Range 96 West of the 6th P.M.- Garfield County Assessor Parcel Number 2409-324-00-138.
- B. 21.154 acre Pipe yard located in Sections 5 and 6, Township 8 South, Range 96 West of the 6th P.M.- Garfield County Assessor Parcel Number 2447-064-00-057.

These staging areas have access to Garfield County Road #300 for the 7 acre office and yard site and the 21.154 acre pipe yard has access to U.S. Highway 6&24. Please find copies of these access permits located in Tab 7- Regulatory Permit Requirements.

It is anticipated that all of the pipe will be hauled to the construction right-of-way via Garfield County Road #215- Parachute Creek Road with access through Garden Gulch Road.

Access Points are noted on the alignment sheets in Tab #2- Vicinity Map 9-104 (A).

- Employee Parking –The work day will begin at 5:00 am and end at 8:00 pm, Monday through Saturday. All personal vehicles of employees will be parked at the primary staging area. Only Contractor vehicles will be allowed on to the pipeline right-of-way.

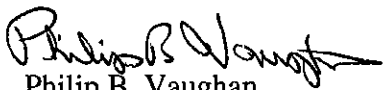
- Employee Transportation – Each work day personnel will be transported to the work area in either Company vehicles or within a large capacity vehicle.
- Access from Public Areas – Vehicles will leave the primary staging area, travel East on U.S. Highway 6 & 24 to Parachute, CO. From Parachute the vehicles will travel Parachute Creek Road and the privately owned Garden Gulch Road to access the pipeline right-of-way.
- Access Points (AP) – Entrance from designated access roads to the pipeline right-of-way and staging areas is limited to specific Access Points. Access Points are shown on the alignment sheets.
- Estimate Traffic Flow – The majority of the traffic outlined above can be expected between the hours of 7:00am and 8:00am and from 5:30pm to 6:30pm. There will be 115 pickup trucks, welding trucks, X-Ray trucks, etc., along with 10 large heavy hauling type vehicles during that time. One may anticipate 8 large capacity vehicles during the stated times.

Phil Vaughan made contact on 6/3/09 with Jake Mall of the Garfield County Road & Bridge Department regarding this application.

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely



Philip B. Vaughan

President

PVCMI-Land Planning Division



Enterprise Gas Processing, LLC
Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

Submittal Item Tab 16- Staging Areas 9-104 (O)

The primary staging areas and the pipe materials will be stored at the following locations:

- A. 7 acre office and yard site located in the NE1/4 NE1/4 of Section 33, Township 7 South, Range 96 West of the 6th P.M.- Garfield County Assessor Parcel Number 2409-324-00-138.
- B. 21.154 acre Pipe yard located in Sections 5 and 6, Township 8 South, Range 96 West of the 6th P.M.- Garfield County Assessor Parcel Number 2447-064-00-057.

It is anticipated that all of the pipe will be hauled to the construction right-of-way via Garfield County Road #215- Parachute Creek Road with access through Garden Gulch Road.

Access Points are noted on the alignment sheets in Tab #2- Vicinity Map 9-104 (A).

- Employee Parking –The work day will begin at 5:00 am and end at 8:00 pm, Monday through Saturday. All personal vehicles of employees will be parked at the primary staging area. Only Contractor vehicles will be allowed on to the pipeline right-of-way.
- Employee Transportation – Each work day personnel will be transported to the work area in either Company vehicles or within a large capacity vehicle.
- Access from Public Areas – Vehicles will leave the primary staging area, travel East on U.S. Highway 6 & 24 to Parachute, CO. From Parachute the vehicles will travel Parachute Creek

Road and the privately owned Garden Gulch Road to access the pipeline right-of-way.

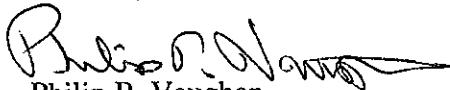
- Access Points (AP) – Entrance from designated access roads to the pipeline right-of-way and staging areas is limited to specific Access Points. Access Points are shown on the alignment sheets.
- Estimate Traffic Flow – The majority of the traffic outlined above can be expected between the hours of 7:00am and 8:00am and from 5:30pm to 6:30pm. There will be 115 pickup trucks, welding trucks, X-Ray trucks, etc., along with 10 large heavy hauling type vehicles during that time. One may anticipate 8 large capacity vehicles during the stated times.

Phil Vaughan made contact on 6/3/09 with Jake Mall of the Garfield County Road & Bridge Department regarding this application.

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely



Philip B. Vaughan

President

PVCMILand Planning Division



Enterprise Gas Processing, LLC

Jackrabbit Extension and Laterals- Development Plan Review for
Right-of-Way Application

**Submittal Item Tab 18- Garfield County Assessor's Maps 9-
105 (B)**

Please find attached the following Garfield County Assessor Maps that incorporates all of
the pipeline work.

Map 2135

Map 2169

Map 2411

Map 2171

Staging Areas

1. Map 2447- 21 acre staging area
2. Map 2409-331- 7 acre office/staging area
3. Map 2445- Adjacent parcels
4. Map 2409- Adjacent parcels
5. Map 2409-284 Adjacent parcels
6. Map 2409-273 Adjacent parcels

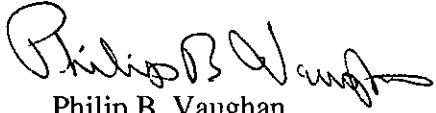
These maps are provided as per the Garfield County development code.

A clearer representation of the alignment and property owners can be found in Submittal
Item Tab 2- Vicinity Map 9-104 (A). These alignment sheets have the assessor parcel
numbers for the property that the pipeline will be constructed through and the adjacent
parcels.

Thank you for your assistance on this project.

Please contact me with any questions.

Sincerely

A handwritten signature in black ink, appearing to read "Philip B. Vaughan". The signature is written in a cursive style with a large initial "P" and a long, sweeping tail.

Philip B. Vaughan

President

PVCM-land Planning Division