

Garfield County Planning

RE; Knox-Public/County Road Split Exemption

(File No. RSEA-07-17-8564)

Aug. 27, 2017

Larry D. and Danna B. Knox

Garfield Co. Planning

Additional Information Requested July 27, 2017

1. Digital copy of packet: Included;
2. Pre-App. conf.: Included;
3. Property Owners (200 Ft): Included; it does not appear , with my knowledge of the property boundaries and the information I assimilated from the assessor's office that the Grand River Ranches property is within 200 Ft. of the references property boundaries. I have included the printout returned to me as I did not review the information in your office and I am fine with the additional needed notice.
4. Lienholder: There are no Lienholder's on any of the subject properties.
5. Title commit.: Included;
6. Water Supply: The approved Well permit is included and the driller is being scheduled to drill the well. I would like to request the requirement for Well Pump test and Water quality test be postponed until the well can be drilled, and before the Condition of Final Approval.
7. Well Share Agreement: Included;
8. Water Easments: A supplement to the plat plan from the surveyor will be submitted with this response for Additional Information Request.
9. Codes/Covenants: There will be no Codes, Covenants, or Exemptions attached to this subdivision exemption split.

Submitted and Signed August 28th 2017 By

Larry D. Knox





July 27, 2017

Larry D. and Danna B. Knox
950 Juniper Hills Dr.
Parachute, CO 81635

RE: Know - Public / County Road Split Exemption (File No. RSEA-07-17-8564)

Dear Mr. and Mrs. Knox:

This letter is in regard to our completeness review of the Application you have submitted for Public / County Road Split Exemption. The property is located in Section 3, Township 85 South, Range 96 West and is known by Assessor's Parcel No. 244703200065.

Our completeness review included input from the County Attorney's Office and has noted several items that need to be addressed prior to a determination of technical completeness. In accordance with the Garfield County Land Use and Development Code, please respond to the following items:

Digital Copy of Application:

1. Please include a digital copy of the entire application packet in PDF format. While PDF versions of the draft plat was included the supporting information was not included in digital form.

Pre-Application Conference Summary:

- √ 2. Please include the Pre-Application Conference Summary with the application package. A copy of the Pre-Application Conference Summary is attached for your convenience.

List of Adjacent Property Owners

- ✓ 3. Section 4-203(B)(3)(a) requires "A list and map of real property, the owners of record and mailing addresses, within 200-foot radius of the subject parcel..." It appears one property owner is missing from the names and addresses provided: Grand River Ranches, LLC. Please see the list of adjacent property owners within 200' attached that was generated from the Garfield County GIS.

Lienholder

- 4. If there is a lien on the property, then a Lienholder Consent Certificate needs to be added to the plat (plat can be updated later in the review, if necessary). Please provide a statement indicating whether or not there is a lienholder on either of the subject properties.

Title Commitment

- ✓ 5. Section 5-402(F)(12) requires the "Location, width, purpose and owners of all easements" on the subject parcels. Please provide a title commitment which identifies the easements on both of the subject parcels (the plat can be updated later in the review, if necessary). While a check that appears to have been for payment for a title commitment was provided, the title commitment itself was not found in the application packet.

Water Supply

- 6. Section 4-203(M)(1)(b)(5)(a) and (c) require that the well providing water to the two parcels is pump tested and water quality tested. While it is helpful to have this information at the time of application submittal, it may be postponed until the application is approved but before the Plat is signed and executed. Should you wish to postpone water quantity and quality testing of the well, please provide a statement requesting that these tests be conducted as Conditions of Approval.
- 7. It appears that the well is proposed to be shared between the two lots within this exemption. If this is the case, then a draft Well Sharing agreement needs to be submitted in accordance with Section 4-203(M)(1)(b)(5)(b).
- 8. If the well is to be shared between the two proposed parcels, then the plat will need to create easements for the well head, access for maintenance, and any necessary water lines to serve both lots with the one well. Please identify these easements on the plat as necessary.

Codes, Covenants, and Restrictions

- 9. Please provide a draft copy of any proposed Codes, Covenants, and Restrictions (CCRs) for the Exemption. Should no CCRs be proposed for the development, then please identify this within the application.

Once the above information is provided we can finalize our completeness review, schedule a date for your Director's Decision and proceed with the public notice requirements. Also, once determined to be complete, you may need to provide additional copies of the submittal materials to send to referral agencies (please keep electronic and hard copies of all submitted information).

Please note that the Garfield County Land Use and Development Code requires that the technical completeness issues be resolved within 60-days of the date of this letter, otherwise the application will be deemed withdrawn.

Please feel free to contact me any questions on the completeness topics noted above. We look forward to scheduling your Director's Decisions as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Pesnichak', written in a cursive style.

David Pesnichak, AICP
Senior Planner
970-945-8212
dpensichak@garfield-county.com

Request for a Public/County Road split Exemption.

The 40 Acre Parcel is the SW1/4NW1/4 Sec. 3 Township 8S Range 96W also known as the Parcel # 244703200065

Garfield County planning and zoning
108, 8th St, Suite 401
Glenwood Springs, CO 81601

Larry D. and Danna B. Knox
950 Juniper hills Dr
Parachute, CO 81635

Garfield County Planning and Garfield County Commissioners:

This application and Surveyed Plat is being submitted as a request to separate a 40 acre parcel listed above into 2 independent Lots. The North lot will remain as part of our grazing property leaving the South lot for the purchase and construction of a single family homes. A number of years ago we had power installed with transformers to cover both sides of the road. We have an accepted well permit requested and the driller scheduled upon receipt of the permit. There is 2 legal and usable access to both parcels on both sides of the road, and a tube already installed for the water from North to South under the road and the existing irrigation ditch. The soil type is consistent throughout the total property that is very receptive to single family individual septic systems.

Upon our family acquisition of the property by Gus Morris and the transfer of the ownership to our family in 1958, all minerals were withheld from the sale, and the only irrigation ditch transitioning the property had already been granted by the BLM/Federal Government.

In the past years with the upgrading of the road to a paved road and the increase of traffic from the gas development and the private sector, we felt it was far too dangerous to continue to utilize it as "Open Range" as depicted by the Sign Posted at the entry cattle guard. We fenced the property on both sides, as it is almost continuous for the next mile or so of the very crooked road. We feel justified in asking for this exemption and in conjunction with that, the removal of the "sign" and the "utilization" of this section of road to the "Next Cattle Guard" from Open Range. We feel it is time for all of the Knox Family to consider the danger to the local traffic on this road.

In the past 2 years in our transition back here from the sale of our aviation business in OR, I have witnessed several Near Misses on this section of Road. One being a young mother with 2 little kids, that only by the grace of the Good Lord, and her superior driving skills, was she able to live thru it with her 2 little kids.

Thanks in advance for your review and consideration of these requests.

Larry D. and Danna B. Knox





Garfield County

Community Development Department
 108 8th Street, Suite 401
 Glenwood Springs, CO 81601
 (970) 945-8212
www.garfield-county.com

DIVISIONS OF LAND APPLICATION FORM

TYPE OF SUBDIVISION/EXEMPTION	
<input checked="" type="checkbox"/> Minor Subdivision <u>PUBLIC RD VARIANCE</u> Major Subdivision <input type="checkbox"/> Sketch <input type="checkbox"/> Preliminary <input type="checkbox"/> Final Conservation Subdivision <input type="checkbox"/> Yield <input type="checkbox"/> Sketch <input type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Time Extension	<input type="checkbox"/> Preliminary Plan Amendment <input type="checkbox"/> Final Plat Amendment <input type="checkbox"/> Common Interest Community Subdivision <input checked="" type="checkbox"/> <u>Public/County Road Split Exemption</u> <input type="checkbox"/> Rural Land Development Exemption

INVOLVED PARTIES
Owner/Applicant Name: <u>LARRY D. KNOX</u> Phone: <u>(970) 985-9414</u> Mailing Address: <u>1050 JUNIPER HILLS DR</u> City: <u>PARACHUTE</u> State: <u>CO</u> Zip Code: <u>81635</u> E-mail: _____
Representative (Authorization Required) Name: <u>SAA</u> Phone: (____) _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ E-mail: _____

PROJECT NAME AND LOCATION
Project Name: _____ Assessor's Parcel Number: <u>2447-032-00-065</u> Physical/Street Address: _____ Legal Description: <u>SW 1/4 NE 1/4 SEC 3 TOWNSHIP 85 R 96W</u> Zone District: _____ Property Size (acres): <u>40 AC +/-</u>

Project Description

Existing Use: AGRICULTURE

Proposed Use (From Use Table 3-403): _____

Description of Project: SPLIT PROPERTY ALONG COUNTY RD
306 CREATING 1/4 NORTH & SOUTH LOTS

Proposed Development Area

Land Use Type	# of Lots	# of Units	Acreage	Parking
Single Family	2			
Duplex				
Multi-Family				
Commercial				
Industrial				
Open Space				
Other				
Total				

REQUEST FOR WAIVERS

Submission Requirements

- The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List:
Section: _____ Section: _____
Section: _____ Section: _____

Waiver of Standards

- The Applicant is requesting a Waiver of Standards per Section 4-118. List:
Section: _____ Section: _____
Section: _____ Section: _____

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 Property Owner

07-17-2017
Date

OFFICIAL USE ONLY

File Number: _____ - _____

Fee Paid: \$ _____



PAYMENT AGREEMENT FORM

GARFIELD COUNTY ("COUNTY") and Property Owner ("APPLICANT") LARRY D. KNOX agree as follows:

1. The Applicant has submitted to the County an application for the following Project: PUBLIC/COUNTY RD SPLIT EXEMPTION TAX # 844703900065
2. The Applicant understands and agrees that Garfield County Resolution No. 2014-60, as amended, establishes a fee schedule for each type application, and the guidelines for the administration of the fee structure.
3. The Applicant and the 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. The Applicant agrees to make payment of the Base Fee, established for the Project, and to thereafter permit additional costs to be billed to the Applicant. The Applicant 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, the Applicant shall pay additional billings to the County to reimburse the County for the processing of the Project. The Applicant acknowledges that all billing shall be paid prior to the final consideration by the County of any Land Use Change or Division of Land.

I hereby agree to pay all fees related to this application:

Billing Contact Person: LARRY D. KNOX Phone: (970) 255-9414
Billing Contact Address: 950 JUNIPER HILLS DR
City: PARACHUTE State: CO Zip Code: 81635
Billing Contact Email: LARRY@AIRPORTCO29.COM

Printed Name of Person Authorized to Sign: LARRY D. KNOX



(Signature)

07-12-2017

(Date)



Garfield County

Planning Application Receipt

Application Date	07/13/2017
Plan Case Type	Exemption Public/County Road Split Exemption
Parcel Number *	244703200065
Project Name	Knox CR 306 Split Exemption
Applicant / Owner *	Larry Knox
Project Address *	Sec03, T08S, R96W
City *	Parachute
Section-Township-Range *	03-08-96
Subdivision	
Block	
Lot or Tract	
Zoning	R- Rural
Owner Mailing Address *	950 Juniper Hills Dr., Parachute, 81635
Owner Phone *	970-285-9414
Representative (Arch, Eng, etc.) *	N/A
General Description *	The applicant is requesting Public/ County Road Split Exemption on a 40 acre parcel located within the Rural zone district. The parcel is split by CR 306.

Fees and Payments:

Fee Name	Fee Amount
----------	------------

Application Fee \$ 300.00

Total Fees Due: \$ 300.00

Payments:

Date	Pay Type	Check Number	Amount Paid
07/13/2017	Check	10626	\$ 300.00

Total Paid: \$ 300.00

Total Due: \$ 0.00

Special Notes

Permit Number Assignment

Prefix RSEA

Number 8564

Month* -07-

Year* (?) 17-

Plan Case Number* RSEA-07-17-8564

Received By: LKROL



Community Development Department
108 8th Street, Suite 401
Glenwood Springs, CO 81601
(970) 945-8212
www.garfield-county.com

**PRE-APPLICATION
CONFERENCE SUMMARY**

TAX PARCEL NUMBER: 244703200065 **DATE:** June 9, 2017

PROJECT: County Road Split Subdivision Exemption

OWNERS/APPLICANT: Larry Knox

REPRESENTATIVE: Owner

PRACTICAL LOCATION: No address in County Records. The Parcel is approximately 3.5 miles southwest of the southwest Battlement Mountain PUD.

ZONING: Rural

TYPE OF APPLICATION: Administrative Review - Public/County Road Split Exemption

I. GENERAL PROJECT DESCRIPTION

The Applicant is requesting Public/County Road Split Subdivision Exemption on a 40 acre parcel located within the Rural zone district. The parcel is split by County Road 306. The Applicant has not supplied the amount of acreage to be in each proposed parcel. The Applicant will need to address the specific provisions of Section 5-202, including how the right-of-way prevents the joint use of affected proposed lots and how access, water and wastewater service will be provided to all parcels. A final plat will also need to be created pursuant to Section 5-402.F, Final Plat.

It is understood that each parcel will be served by individual wells or one well with a sharing agreement for both parcels. It is recommended that the Applicant contact the Division of Water Resources to discuss their regulations regarding well sharing in this instance. The applicant will need to demonstrate adequate legal water (a well permit and augmentation plan, if applicable). A 4-hour pump test and water quality test are required. In addition, the applicant will need to demonstrate that the soils are capable of handling a new OWTS. Any new septic system is required to obtain all necessary OWTS permits from Garfield County which would be required as a condition of approval.

The property is located within the Rural Zone District with a minimum lot size of two acres. The Garfield County Comprehensive Plan of 2030 designates the land as Medium High Residential Density with a density of 2 to 6 acres per dwelling unit.



II. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS

- Garfield County Comprehensive Plan of 2030
- Garfield County Land Use and Development Code, as amended
- Table 4-102 - Common Review Procedures and Required Notice
- Section 4-103 - Administrative Review
- Table 5-103 – Procedures and Notice
- Section 5-202 – Public/County Road Split Exemption
- Table 5-401 – Submittal Requirements
- Section 4-203(B), (C), (M), (N) – Submittal Requirements
- Section 5-402(F), Final Plat and 5-402(I), Codes Covenants and Restrictions

III. REVIEW PROCESS

- The review process shall follow the steps as contained in Table 4-102 and Section 4-103, Administrative Review.

IV. SUBMITTAL REQUIREMENTS

Please refer to Table 5-401 and Section 4-203 for more detailed submittal information. Below is a summary of the submittal requirements:

1. 4-203.B General Application Materials
 - a. Application form
 - b. Agreement to pay form
 - c. Project Description
 - d. Deed and title work
 - e. Names and mailing addresses of mineral owners of subject parcel (See attached Memo)
 - f. Names and mailing addresses of owners of property within 200 feet of subject parcel
2. 4-203.C Vicinity Map
3. 4-203.M Water Supply and Distribution Plan

Note: Provide evidence that all parcels will be served by a legal and adequate water supply.
4. 4-203.N Wastewater Management and System Plan

Note: Provide evidence that all parcels will be served by an adequate wastewater system.
5. 5-402.F. Final Plat

Note: Plat should be prepared by a licensed surveyor and should include all easements or other encumbrances on the property. A title commitment should be submitted to ensure this information is accurate. Any new easement as a result of the subdivision should be shown on the plat.
6. Response to Review Criteria in Section 5-202.C. In considering a Public/County Road Split Exemption application, the applicant shall demonstrate the exemption will meet the standards in Section 5-202. The Applicant should respond to each of the criteria below:
 - a. The right-of-way prevents joint use of affected, proposed lots.
 - b. The proposed exemption lots have a sufficient legal and physical source of water pursuant to section 7-104, Source of Water.
 - c. The proposed exemption lots have adequate sewage disposal system pursuant to section 7-105, Central Water Distribution and Wastewater Systems.
 - d. The proposed exemption lots have legal and adequate access pursuant to section 7-107, Access and Roadways.
 - e. The Final Plat meets the requirements per section 5-402.F., Final Plat.

Submit **three paper** and **one electronic** copy (CD or USB Stick) of the application. Both the paper and digital copies should be split into the above individual sections.

IV. APPLICATION REVIEW

- a. Review by: Staff for completeness recommendation and referral agencies for additional technical review
- b. Public Hearing:
 - None (Director's Decision)
 - Planning Commission
 - Board of County Commissioners
 - Board of Adjustment

Though no public hearing is required, the applicant is required to mail notice at least 15 days prior to the date of the Director's Decision to all Adjacent Property Owners with 200 feet and Mineral Owners of Interest.

- c. **Referral Agencies:** May include but not limited to Garfield County Road and Bridge Department, Fire Protection District, Garfield County Designated Engineer, Environmental Health, and State of Colorado Division of Water Resources.

V. APPLICATION REVIEW FEES

- a. **Planning Review Fees:** \$ 300.00 (Check made out to Garfield County Treasurer)
- b. **Referral Agency Fees:** \$ TBD – consulting engineer/civil engineer fees
- c. **Total Deposit:** \$ 300.00 (additional hours are billed at \$40.50 /hour)

General Application Processing

Planner reviews the application for completeness and sends the Applicant a letter once the review is finished. If the application is not complete, the Planner will request further documentation or clarification from the Applicant. Once complete, Planning Staff and referral agencies then review the application to determine if it meets standards of review. Planner makes a recommendation of approval, approval with conditions, or denial to the appropriate hearing body which in the case of Administrative review is the Director of the Community Development Department. The Director's decision is subject to a 10-day call-up period, during which the Director's decision may be reviewed by the Board of County Commissioners.

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. The meeting summary is valid for six months after which an update needs to be requested.

Application Submittal – Public Information

The Applicant is advised that the Application submittal once accepted by the County becomes public information and will be available (including electronically) for review by the public. Proprietary information can be redacted from documents prior to submittal.

Pre-application Summary Prepared by:



David Pesnichak, AICP – Senior Planner

June 16, 2017
Date

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601
(P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R041945
Parcel: 240934300173
Owner Name: GRAND RIVER RANCHES LLC
Owner Address: PO BOX 280969, DENVER, CO, 80228
Property Address: 300 COUNTY RD, PARACHUTE
Legal: Section: 34 Township: 7 Range: 96 A PARCEL OF LAND SITUATED IN GOV'T LOTS 2 AND 3 OF SEC 3 TWN 8 RANGE 96, AND THE SW1/4SE1/4 AND THE SE1/4SW1/4 OF SEC. 34.
Tax Area: 027
Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
10/15/2004	WD	661995	REPP0, THOMAS E. & DONNA ...	APOLLO ENERGY, LLC	830,000

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	35,980		35,980	10,440		10,440
2016	30,320		30,320	8,790		8,790
2015	30,320		30,320	8,790		8,790

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	IRRIGATED LAND-AGRICLTRL.
	AREA_ACRES	54.7
	AREA_SQFT	0
	NEIGHBORHOOD	UNA BRIDGE AREA - AG PARCELS
LAND 1	ABSTRACT_CODE	GRAZING LAND-AGRICULTURAL
	AREA_ACRES	15.301
	AREA_SQFT	0
	NEIGHBORHOOD	UNA BRIDGE AREA - AG PARCELS

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601
 (P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R006098
 Parcel: 244703100074
 Owner Name: MANESS, SAMUEL PAUL
 Owner Address: 328 JUNIPER HILLS LANE, PARACHUTE, CO, 81635
 Property Address: , PARACHUTE
 Legal: Section: 3 Township: 8 Range: 96 A TR IN LOTS 2 & 3 CONT 46.318 AC.
 Tax Area: 047
 Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
04/17/2000	WD	562157	REPP0, THOMAS E. & DONNA ...	MANESS, SAMUEL P. & PHYLL...	95,000

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	90,000		90,000	26,100		26,100
2016	98,000		98,000	28,420		28,420
2015	98,000	920	98,920	28,420	270	28,690

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	35 AC TO L/T 100 AC
	AREA_ACRES	46.318
	AREA_SQFT	0
	NEIGHBORHOOD	TRACTS-UNA BRIDGE AREA
XFOB 0	BUILDING_NO	0
	ABSTRACT_CODE	NON-RESIDENTIAL IMPROVEMENT
	ACT_YEAR_BLT	1973
	NEIGHBORHOOD	TRACTS-UNA BRIDGE AREA
	XFOB_CODE	SHED FAIR QUALITY
	AREA_UNITS	0

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601
 (P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R042999
 Parcel: 244703100081
 Owner Name: KNOX, LARRY D & DANNA B
 Owner Address: 950 JUNIPER HILLS DRIVE, PARACHUTE, CO, 81635
 Property Address: 325 JUNIPER HILLS DR, PARACHUTE
 Legal: Section: 3 Township: 8 Range: 96 LOT 1, DANNA KNOX SUB-DIV EXEMPTION
 Tax Area: 047
 Subdivision:

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	670	167,860	168,530	190	12,090	12,280
2016	620	102,900	103,520	180	8,190	8,370
2015	620	102,900	103,520	180	8,190	8,370

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	GRAZING LAND-AGRICULTURAL
	AREA_ACRES	29.301
	AREA_SQFT	0
	NEIGHBORHOOD	WEST OF PARACHUTE,NEXT TO UTAH
RESI 0	BUILDING_TYPE	FARM/RANCH
	UNITS	1
	ABSTRACT_CODE	FARM/RANCH RESIDENCE-IMPS
	ACT_YEAR_BLT	2006
	BASEMENTAREA	0
	HEATEDAREA	1500
	FINBSMTAREA	0
	BATHS	2
	ARCH_STYLE	MANUFACTURED-HUD
	BEDROOMS	3
	AREA_UNITS	1
	ROOMS	5
	FRAME	WOOD FRAME
	AIRCOND	EVAPORATIV
	HEATING_FUEL	GAS
HEATING_TYPE	FORCED AIR	
ROOF_COVER	CORG METAL	
ROOF_STRUCTUR	GABLE	
STORIES	1	

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601

(P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R043000
Parcel: 244703100082
Owner Name: FLOHR, JAMIE
Owner Address: 1479 COUNTY ROAD 306, PARACHUTE, CO, 81635
Property Address: 1479 306 COUNTY RD, PARACHUTE
Legal: Section: 3 Township: 8 Range: 96 LOT 2, DANNA KNOX SUB-DIV EXEMPTION
Tax Area: 047
Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
04/30/2012	SWD	818146	FANNIE MAE-AKA	FLOHR, JAMIE	174,900
12/14/2011	PTP	812031	HOLGATE, KENNETH E	BANK OF AMERICA NA AS SUC...	323,798
12/09/2005	WD	688423	KNOX, DANNA B	HOLGATE, KENNETH E & SUZA...	100,000

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	70,000	231,160	301,160	5,040	16,640	21,680
2016	72,000	164,740	236,740	5,730	13,110	18,840
2015	72,000	164,740	236,740	5,730	13,110	18,840

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601
(P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R470019
Parcel: 244703400047
Owner Name: MCGRUDER, SETH & STACI
Owner Address: 1851 COUNTY ROAD 306, PARACHUTE, CO, 81635
Property Address: 1851 306 COUNTY RD, PARACHUTE
Legal: Section: 3 Township: 8 Range: 96 SEC. 3 NWSE EXCEPT 5.0 AC IN THE NE COR OF NWSE DESC IN 595/536
Tax Area: 047
Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
10/26/2011	SWD	811701	FEDERAL HOME LOAN MTG COR...	MCGRUDER, SETH	189,900
07/13/2011	PTP	805189	TEAGUE, MICHAEL L	WELLS FARGO BANK, NA	356,470
04/30/2007	WD	722275	BREWER, SHIRLEY A & DOUGL...	TEAGUE, MICHAEL L & KARA ...	355,000
04/19/1998	D				38,850
02/27/1998	WD				84,000
07/05/1994	WD				50,000
04/02/1993	WD				25,000

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	100,000		100,000	7,200		7,200
2016	131,000	151,820	282,820	10,430	12,080	22,510
2015	131,000	151,820	282,820	10,430	12,080	22,510

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	MANUFCTD.HOUSING-LAND
	AREA_ACRES	35
	AREA_SQFT	0
	NEIGHBORHOOD	

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601
(P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R270508
Parcel: 244704400055
Owner Name: JOLLEY, M CARTER, JR
Owner Address: PO BOX 284, GLENWOOD SPRINGS, CO, 81602
Property Address: , PARACHUTE
Legal: Section: 4 Township: 8 Range: 96 SEC 3 N1/2SW. SEC 4 E1/2SE.
Tax Area: 027
Subdivision:

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	4,330		4,330	1,260		1,260
2016	4,030		4,030	1,170		1,170
2015	4,030		4,030	1,170		1,170

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	GRAZING LAND-AGRICULTURAL
	AREA_ACRES	160
	AREA_SQFT	0
	NEIGHBORHOOD	UNA BRIDGE AREA - AG PARCELS
	AG	

Garfield County Assessor Data Site

Jim Yellico, 109 8th Street, Suite 207, Glenwood Springs, CO, 81601
 (P) 970.945.9134 | (F) 970.945.3953 | (E) lwarder@garfield-county.com

Account Information

Account: R270490

Parcel: 244704100052

Owner Name: KEINATH LIVING TRUST, STEVEN W

Owner Address: PO BOX 5628, MINNEAPOLIS, MN, 55440

Property Address: 161 339 COUNTY RD, PARACHUTE

Legal: Section: 4 Township: 8 Range: 96 SEC 33 LOTS 1, 2 LYING S OF C/L OF COLO RIVER LOT 5, 6, 7, 8, SESE. SEC. 34 W2SW. 8-96 SEC. 3 LOT 4, SWNW, SEC. 4 LOTS 1, 2, S2NE, SENW. A TR OF LAND CONT 80 AC. EXCEPT .96 AC FOR CTY RD ROW. EXCEPT 36. AC. AS DESC IN BK 959 PG 337. EXCEPT 2 TRS OF LAND CONT. (PARCEL 1, 190.24 AC) (PARCEL 2, 123.77 AC) AS DESC IN BK 1200 PG 321.

Tax Area: 027

Subdivision:

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
11/11/2014	SWD	857158	COLOHAN FAMILY TRUST	KEINATH LIVING TRUST, STE...	1,400,000

Taxable Values History

Year	Land Actual	Imp Actual	Total Actual	Land Assessed	Imp Assessed	Total Assessed
2017	64,920	284,240	349,160	18,830	20,470	39,300
2016	54,910	135,050	189,960	15,930	11,930	27,860
2015	54,910	135,050	189,960	15,930	11,930	27,860

Property Details

Model	Attribute Name	Attribute Value
LAND 0	ABSTRACT_CODE	IRRIGATED LAND-AGRICLTRL.
	AREA_ACRES	94.59
	AREA_SQFT	0
	NEIGHBORHOOD	UNA BRIDGE AREA - AG PARCELS
	AG	
LAND 1	ABSTRACT_CODE	GRAZING LAND-AGRICULTURAL
	AREA_ACRES	149.97
	AREA_SQFT	0
	NEIGHBORHOOD	UNA BRIDGE AREA - AG PARCELS
	AG	

S. 70° 04' N. 189.2 feet; thence S. 79° 31' W. 53.8 feet; thence S. 71° 09' W. 124.6 feet; thence S. 55° 15' W. 210.9 feet; thence S. 39° 15' W. 290.7 feet; which point bears N. 53° 03' E. 2500.5 feet from the North line of the SE 1/4 SE 1/4, Section 35.

Said right of way totaling 221.02 rods in length.

Recorded at 2:55 P.M. July 8, 1965, Doc. No. 72150

Reception No. 230641

Chas. S. Keegan, Recorder.

WESTERN SLOPE GAS COMPANY

Right of Way Easement

Book 367 Page 387

[Handwritten signature]

For and in consideration of Three Hundred Eighty Dollars (\$388.00) in hand paid, the receipt of which is hereby acknowledged, the undersigned Grantor(s) hereby grant(s) to Western Slope Gas Company, a Colorado corporation, its successors and assigns, an easement for a right of way fifty (50) feet in width, to install, construct, maintain, alter, repair, replace, reconstruct, operate and remove pipelines and related appurtenances, fixtures, or devices for the transportation of gas or oil, on, under, over or through the following described lands in Garfield County, State of Colorado, described as follows, to-wit:

Beginning at a point on the east line of the SE 1/4 SE 1/4 of Section 34, T. 7 S., R. 96 West of the 6th P.M., which point bears N. 76° 38' 30" W. 1356.8 feet from the Southeast corner of said Section 34, thence S. 53° 01' 04" W. 3254 feet to a point on the West line of the SE 1/4 NE 1/4 of Section 35, T. 8 S., R. 96 W. of the 6th P.M.

Said right of way being 197.21 rods in length.

In the event that the said center line as it intersects the boundaries of grantor's lands is not perpendicular thereto, the length of said center line is hereby extended by agreement to include all land owned by grantor on twenty-five (25) feet of each side of said extended line.

Said sum is acknowledged by the undersigned as full consideration for the easement of right of way, and also for damages to both land and growing crops occasioned by the initial installation. The Grantor(s) reserve(s) the right to cultivate, use and occupy said premises for any purpose consistent with the right and privileges above granted and which will not interfere with or enlarge any of the said Company's facilities therein or use thereof. Such reservation by the Grantor(s) shall in no event include the right to construct any buildings or structures, to impound any water, or to plant any trees or shrubs upon the right of way herein granted. The Grantee, at all times, shall have the right of ingress by a reasonable route to said right of way and along and upon the same for the purposes hereof, which shall include surveying, inspection and testing. Grantee shall pay Grantor(s) for actual damages to land and growing crops occasioned by any future installations, construction, maintenance, alteration, repairing, replacing, reconstruction, and removal of any said pipelines.

To Have and to Hold the said easement unto the said Western Slope Gas Company, its successors and assigns, so long as the same shall be used or useful for the purposes of the Grantee as aforesaid.

Executed by Grantor(s) this 8th day of May, 1965.

STATE OF COLORADO

Dean M. Knapp
Dean M. Knapp

Wynette Knapp
Wynette Knapp



Said instrument was acknowledged before me this 8th day of May

Dean M. Knapp and Wynette Knapp

WITNESS my hand and official seal.

My Commission expires Jan 4, 1967

Arthur Johnson
Notary Public

- Document File
- 1st Copy - Grantor
- 2nd Copy - Department File
- 3rd Copy - Draftsman

HOLY CROSS ELECTRIC ASSOCIATION, INC.
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

JOSEPH A. BEVER & EVA BEVER, DEAN KNOX & MYRTLE KNOX

(hereinafter called "Grantors") for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is Glenwood Springs, Colorado (hereinafter called "Grantee"), and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows:

A parcel of land situated in Sections 2 and 3, Township 8 South, Range 96 West of the 6th P.M. as more fully described in Book 504, Page 820; Book 339, Page 328; Book 334, Page 245; Book 320, Page 169 of the Garfield County Courthouse, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement twenty (20) feet in width, the centerline for said easement being an overhead power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A, attached hereto and made a part hereof by reference.

And, in addition, Grantors hereby grant to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantors agree that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantors covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

TO HAVE AND TO HOLD said right-of-way and easement, together with all and singular the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed on this _____ day of _____, 1979.

Joseph A. Bever
Joseph A. Bever

Eva Bever
Eva Bever

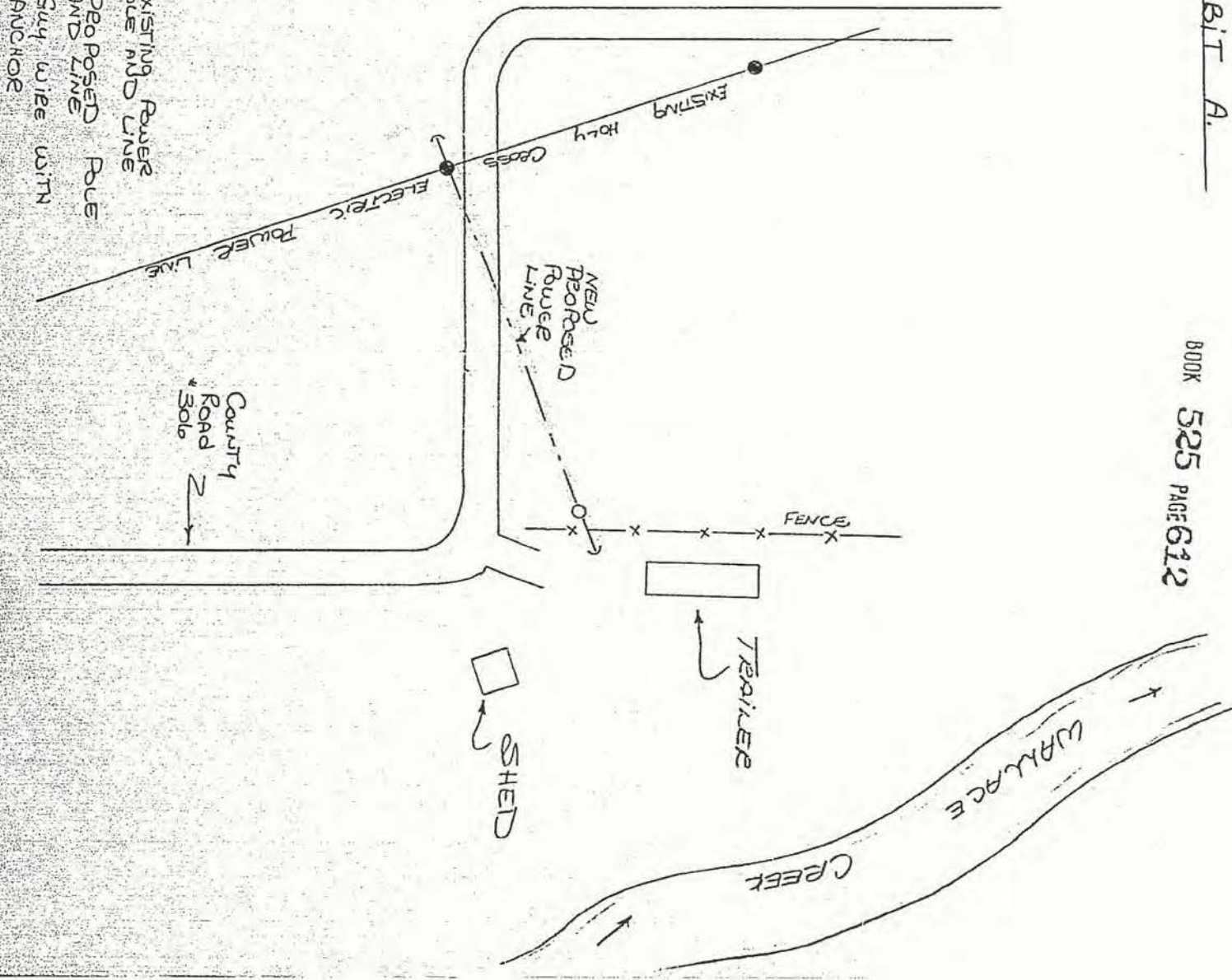
STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

2 MILES
TO HWY
66 24

TOWNSHIP 8 SOUTH
RANGE 96 WEST
SECTIONS 02 + 03

NO SCALE

- EXISTING POWER POLE AND LINE
- PROPOSED POLE AND LINE
- ← GUY WIRE WITH ANCHOR



HOLY CROSS ELECTRIC ASSOCIATION, INC.
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
DEAN M. KNOX and MYRTLE I. KNOX

(hereinafter called "Grantors"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is P.O. Drawer 250, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantors, situate in the County of Garfield, State of Colorado, described as follows:

Parcels of land situated in Section 3, Township 8 South, Range 96 West, Garfield County, more fully described in Book 512, Page 987 in the Garfield County Courthouse, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement twenty (20) feet in width, the centerline for which being overhead power facilities, the approximate location of which upon the above mentioned property is shown on Exhibit A, attached hereto and made a part hereof by reference.

This document specifically allows the installation and removal of additional overhead conductors, crossarms, poles, downguys with anchor and/or related equipment upon the easement described by the attached Exhibit A.

And, in addition, Grantors hereby grant to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantors agree that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantors covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed on this 19 day of Oct, 1981.

Dean M. Knox
Dean M. Knox

Myrtle I. Knox
Myrtle I. Knox

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 21st day of Oct, 1981 by DEAN M. KNOX and MYRTLE I. KNOX.

WITNESS my hand and official seal.
My commission expires: 8/8/83

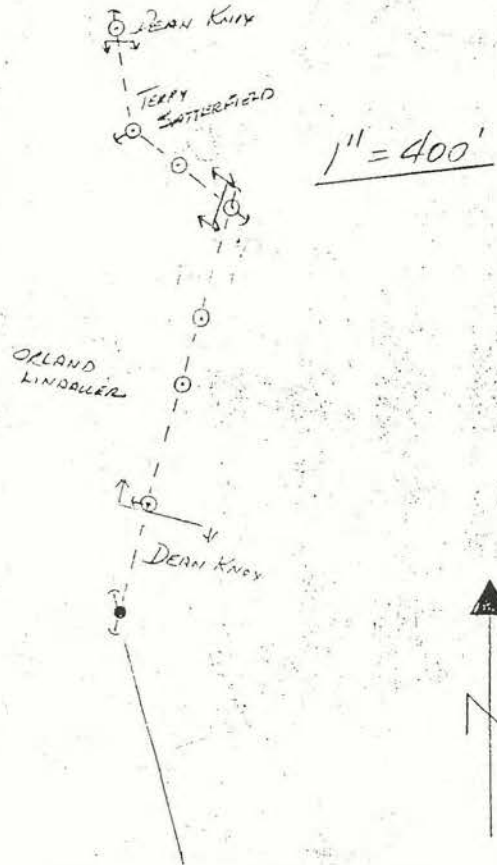


Theresa Satterfield
Notary Public

EXHIBIT "A"

BOOK 585 PAGE 136

- SOLID LINE EXISTING POWER LINE
- DOTED LINE PROPOSED POWER LINE
- NEW POLE LOCATIONS
- EXISTING POLE LOCATION
- ← ANCHORS AND GUYING WIRE



3 2
10 1

REVISED
EASEMENT

EASEMENT made this 16th day of August, 1984, between Dean M. and Myrtle Knox

of the County of _____, State of Colorado (hereinafter called "Grantor", whether one or more) and Colorado-Ute Electric Association, Inc., a Colorado corporation, having a principal office at 1845 S. Townsend Avenue, City of Montrose, County of Montrose, State of Colorado (hereinafter called "Colorado-Ute").

1. In consideration of the sum of Three Thousand Five Hundred & no/100 (\$3,500.00) dollars paid by Colorado-Ute to Grantor, the receipt of which is hereby acknowledged, and of the further agreements and considerations stated herein, Grantor hereby grants, bargains, sells, and conveys to Colorado-Ute and its successors and assigns forever, an easement and right-of-way for the construction, reconstruction, replacement, removal, upgrade, maintenance and operation of an electric transmission line consisting of poles or structures and appurtenances thereto, supporting one or more electric circuits, together with the right to alter, repair or remove the same in whole or in part at any time, which right-of-way shall extend 75 feet on each side of the center line of the described real property as shown on the attached Exhibit A (plus such additional area as is necessary to properly guy angle and deadend structures, if any, located upon said right-of-way), situated in Garfield County, Colorado, and described as follows:

See Exhibit A-1

The purpose of this "Revised Easement" is to revise, replace, and supersede that Easement from Dean M. Knox and Myrtle Knox to Colorado-Ute Electric Association, Inc., dated March 12, 1984, filed and recorded in Garfield County, Colorado in Book 645 at Page 671 and in particular to correct the legal description and calculated acreage of the easement area.

2. Grantor further grants to Colorado-Ute and its successors and assigns the right of ingress to and egress from the above-described right-of-way by means of existing roads and lanes, if there is such, on Grantor's adjoining lands, or by such route(s) as shall be agreed upon by Grantor and Colorado-Ute, as shown on the attached Exhibit B. Grantor may relocate any such road(s), provided that access to the right-of-way, satisfactory to Colorado-Ute, is maintained.

3. Colorado-Ute shall have the right to trim and to cut down and clear away any and all trees, brush, and shrubbery either on or off the right-of-way which now or hereafter in the opinion of Colorado-Ute may interfere with the safe operation and maintenance of the line or other equipment. Any and all trees cut and removed hereunder which are valuable for timber or wood shall remain the property of Grantor. All tops, lops, brush, and refuse wood shall be burned, chipped, scattered or removed by Colorado-Ute.

4. Colorado-Ute shall have the right to install, maintain, and use gates in all fences which now or hereafter cross the right-of-way.

5. Grantor shall have the right to use the right-of-way for any purposes which will not, by the written determination of Colorado-Ute or its assigns, constitute a hazard to life or limb, or interfere with Colorado-Ute's full utilization of the rights hereby granted. By way of example (and not as a limitation), unless written permission is granted, Grantor shall not erect or construct any building or other structure (including mobile homes or travel trailers), or store flammable or explosive materials, or conduct fueling operations, or construct, install or operate above ground mechanical irrigation facilities which could make an electrical contact with the conductors, or drill wells or conduct mining operations, or appreciably alter the grade of the ground surface, within the right-of-way. Colorado-Ute shall not unreasonably withhold such permission.

6. Grantor agrees that all poles or towers, wires, and other facilities installed on the right-of-way at Colorado-Ute's expense shall remain the property of Colorado-Ute, removable at the option of Colorado-Ute, or its successors and assigns, and further agrees to the joint use or occupancy of the line by any other person, association, or corporation for electrification or telephone purposes.

Recorded at 12:02 o'clock P.M. SEP 07 1984
RECEPTION NO. 355976 MILDRED ALSDORF, RECORDER
GARFIELD COUNTY, COLORADO

COLORADO-UTE ELECTRIC ASSOCIATION INC.
PARCEL RGJ-40
Legal DescriptionRifle-San Juan 345 kV
Transmission Line

Owner: Dean M. and Myrtle Knox

A strip of land 150 feet wide over a portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 8 South, Range 96 West of the 6th Principal Meridian, Garfield County, Colorado, the centerline of which is described as follows:

Commencing at the N $\frac{1}{4}$ Corner of said Section 3; thence S 01 $^{\circ}$ 11'14" W, 1355.32 feet to the Northeast Corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 89 $^{\circ}$ 12'35" W along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 744.22 feet to the point of beginning; thence S 54 $^{\circ}$ 52'02" W, 704.81 feet to the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the point of ending, said point being S 88 $^{\circ}$ 52'51" E, 1306.99 feet and N 00 $^{\circ}$ 52'16" E, 925.86 feet from the W $\frac{1}{4}$ Corner of said Section 3.

The sidelines of said strip to be prolonged or shortened to begin on the North line and end on the West line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3.

Said strip contains 2.43 acres, more or less.

Bearings based on the Colorado Coordinate System, Central Zone.

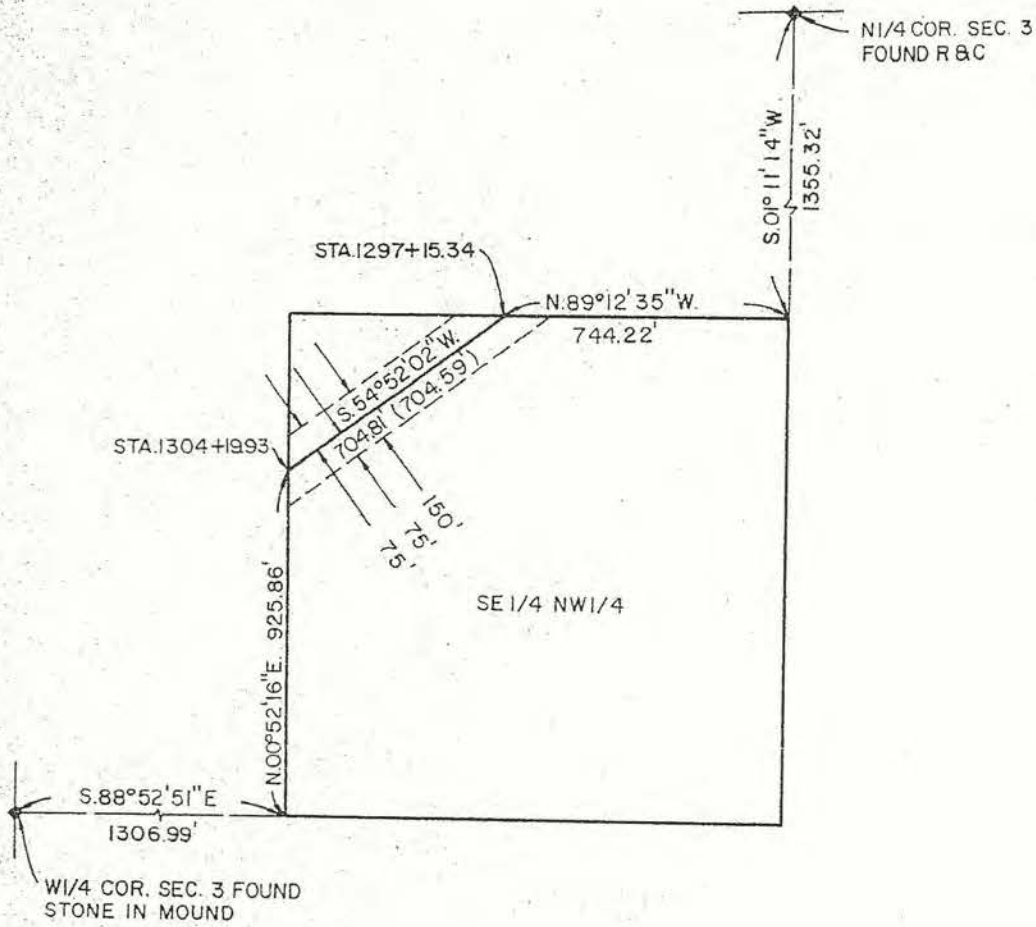
I certify that this survey was performed by me or under my direct responsibility and supervision and is true and correct to the best of my knowledge and belief.

Bruce Antcliff 5-1-84
Bruce Antcliff
L.S. #18253





Exhibit A-1

DEAN M. & MYRTLE KNOX
 SE 1/4 NW 1/4 SECTION 3 T. 8 S., R. 96 W. 6th PM
 GARFIELD COUNTY, COLORADO



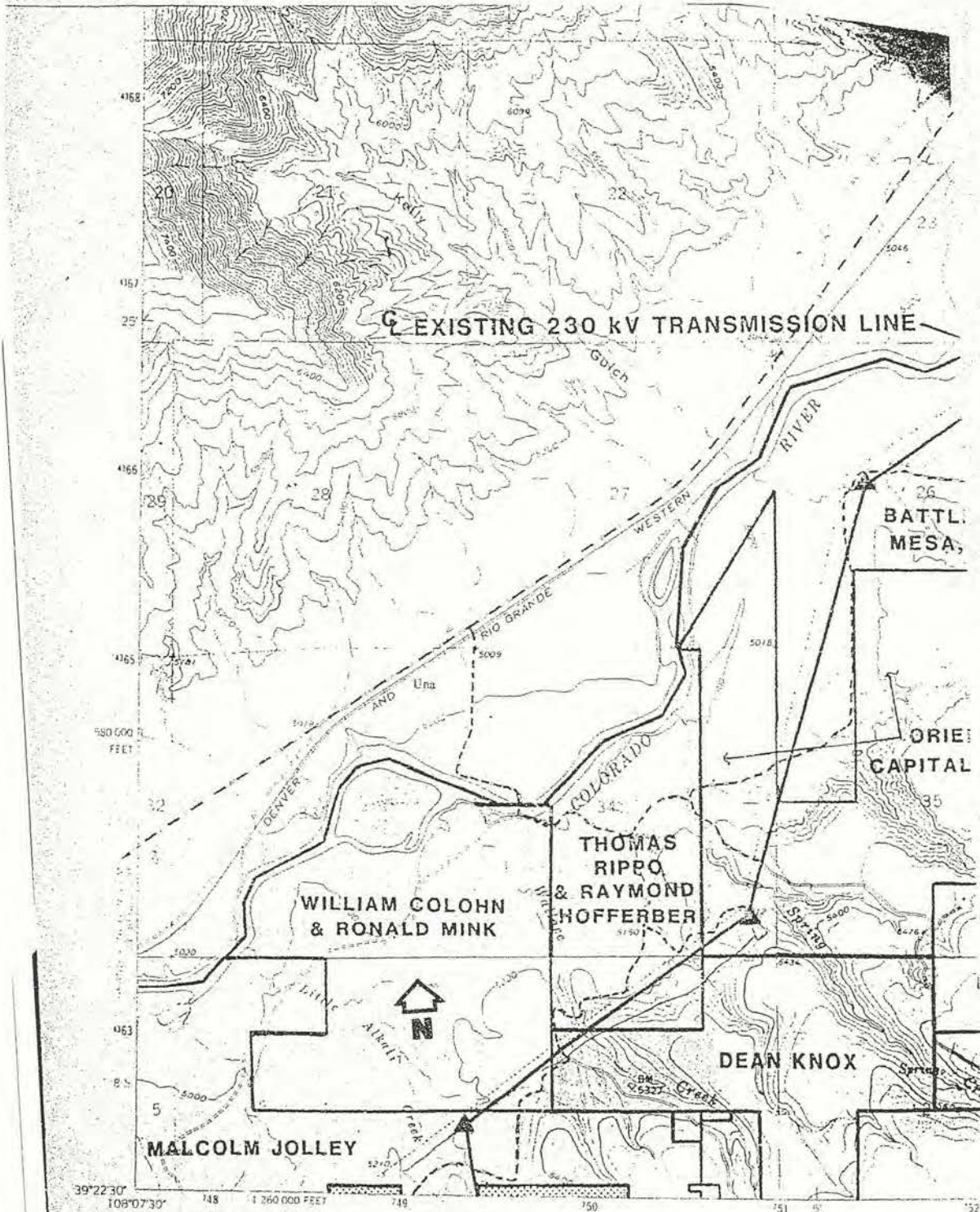
(704.59') = GRID DISTANCE

-  = FOUND SURVEY MONUMENT
-  = SET SURVEY MONUMENT



BEARINGS ARE BASED UPON THE COLORADO STATE PLANE COORDINATE SYSTEM, CEN. ZONE.

DRAWN BY TLR		CHECKED BY B.A.		DATE 04-27-84	SCALE: 1" = 400'
		TITLE W. PLAT RIF SAN JUAN 345 kV Transmission Line			
		JOB NO. 66-0751-110	PARCEL NO. RGJ 40	REV.	
BRUCE ANTCLIFF REGISTERED SURVEYOR STATE OF COLORADO 18253 5-1-81		PREPARED UNDER RESPONSIBLE SUPERVISION OF BRUCE ANTCLIFF		OWNER COLORADO-UTE ELECTRIC ASSOC., INC. MONTROSE, COLORADO	
		AT THE OFFICES OF COMMONWEALTH ASSOC., INC. ENGLEWOOD, COLORADO			
EXHIBIT "A"					



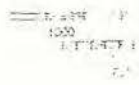
DE BLOUÉ
1300 1944

Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS

Topography by photogrammetric methods from aerial
photographs taken 1960. Field checked 1962

Polyconic projection 1927 North American datum
10,000-foot grid based on Colorado coordinate system. Central zone
1000-meter Universal Transverse Mercator grid ticks,
zone 12, shown in blue

EXHIBIT B



Township 8 South, Range 96 West

UTM GRID AND 1962 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

TRENCH, CONDUIT, AND VAULT AGREEMENT

This agreement is made and entered into this 10 day of JULY, 1999, between LARRY D. KNOX, whose mailing address is 12865 County Road 6820, Montrose, Colorado 81401, hereinafter called "Owner", and Holy Cross Energy, a Colorado corporation whose mailing address is P. O. Drawer 2150, Glenwood Springs, Colorado 81602, a Colorado Corporation, hereafter called "Holy Cross".

WHEREAS, Holy Cross has been requested by the Owner to provide underground electric service within an easement traversing certain real property described as follows: a parcel of land located in Sections 2 and 3, Township 8 South, Range 96 West of the 6th P.M. as more fully described in book 1028 at pages 523 and 524 of the records of the Garfield County Courthouse, Glenwood Springs, Colorado; and

WHEREAS, installation of such underground electric service will require trench and other excavations both within and outside of the above described project property; and

WHEREAS, the Owner is required to provide all excavation, conduit and vault installation, backfill, compaction and cleanup needed to construct the required underground electric facilities.

NOW THEREFORE, the Owner and Holy Cross agree as follows:

1. The Owner shall provide all excavation, conduit and vault installation, backfill, compaction and cleanup necessary for installation of underground electric service to the above mentioned project. Such excavation shall be located as shown on the construction drawing and performed as specified by Holy Cross.
 - a. All excavation, both within and outside the above described project property, shall be within dedicated or conveyed and recorded utility easements. The top of all power facilities, excluding vaults, will be installed 48" below final grade.
 - b. Holy Cross will supply the necessary conduit and vaults for installation by the Owner upon completion of contractual arrangements. Owner assumes responsibility for all material lost or damaged after such material has been issued to and signed for by Owner.
 - c. In the event that conduits or any other installation provided by Owner are found to be unusable or improperly constructed, irrespective of whether such discovery is made during or after installation, Owner will be responsible for correcting said problems at its expense as specified by Holy Cross and Owner shall reimburse Holy Cross for all additional costs resulting from said conduits or other installation being unusable or improperly constructed.
2. Despite the fact that Holy Cross reserves the right to specify acceptable excavation, the Owner shall perform work hereunder as an independent contractor, including, but not limited to, the hiring and firing of its own employees, providing its own tools and equipment, payment of all wages, taxes, insurance, employee withholdings, and fees connected with its work on the project.
3. The Owner shall obtain all necessary digging permits and utility locations prior to excavation. The Owner shall repair all damage caused during excavation promptly and at its expense. No excavation will be undertaken within five (5) feet of existing underground power lines except under the on site supervision of a qualified Holy Cross employee.
4. The Owner shall indemnify, save, and hold harmless Holy Cross, its employees and agents, against any and all loss, liability, claims, expense, suits, causes of action, or judgments for damages to property or injury or death to persons that may arise out of work performed hereunder. The Owner shall promptly defend Holy Cross whenever legal proceedings of any kind are brought against it arising out of work performed hereunder. In the event Owner shall fail to promptly defend Holy Cross, it shall be liable to Holy Cross, and shall reimburse it, for all costs, expenses and attorney fees incurred in defending any such legal proceeding. The Owner agrees to satisfy, pay, and discharge any and all judgments and fines rendered against Holy Cross arising out of any such proceedings.
5. The Owner shall repair any excavation settlement and damage to asphalt paving or other surface improvements caused by such settlement resulting from work performed hereunder, both within and outside the above described project property, for a period of two (2) years from the date backfill and cleanup are completed.
6. In the event the Owner shall not promptly complete all of the obligations hereinabove agreed to be performed by Owner, Holy Cross may give written notice by registered or certified mail demanding Owner to complete the work and obligations undertaken by Owner herein, and if such is not completed within 30 days after receipt by Owner, Holy Cross may complete the work and obligations hereof. If Holy Cross shall be required to complete the work, all costs of completion shall be chargeable and collectible from the Owner. In the event that litigation is necessary to collect such obligation, Holy Cross shall be entitled to its reasonable attorney fees and costs of suit.
7. As set forth in paragraph 1a above, Owner covenants that the trench, and all facilities within the trench shall be located within dedicated or conveyed and recorded utility easements and at the proper depth below finished grade. It shall be the obligation of the Owner to properly locate and construct the facilities within the easement. After completion of construction, if it should later be discovered that such facilities have not been properly located within dedicated or conveyed and recorded utility easements, it shall be the obligation of the Owner to provide new easements for the actual location of the facilities, or to relocate the facilities within the easement, all of which shall be at the sole cost and expense of the Owner.
8. The Owner covenants that it is the owner of the above described property and that said property is free and clear of encumbrances and liens of any character, except those held by the following:

The promises, agreements and representations made by the Owner herein shall be covenants that run with the land and shall be binding upon the successors in interest, and assigns, of the property hereinabove described.

Holy Cross Energy, a Colorado corporation

By: [Signature]
Kent Benham, General Manager

[Signature]
LARRY D. KNOX

548944 07/19/1999 10:23A B1140 P524 M ALSDFR
2 of 2 R 10.00 D 0.00 GARFIELD COUNTY CO

STATE OF Colorado
COUNTY OF Montrose) ss.

The foregoing instrument was acknowledged before me this 10th day of July
1999, by LARRY D. KNOX.

WITNESS my hand and official seal.
My commission expires: 08-27-01

Stamora A. Ellis
Notary Public
Address: P.O. Box 89, Montrose, CO

STATE OF Colorado
COUNTY OF La Plata) ss.

The foregoing instrument was acknowledged before me this 1st day of July
1999, by KENT BENHAM, GENERAL MANAGER of Holy Cross Energy, a Colorado corporation.

WITNESS my hand and official seal.
My commission expires: 8-1-01



S. Dawn Jones
Notary Public
Address: Glennwood Springs, Co. 81601

548945 07/19/1999 10:27A B1140 P525 M ALSDORF
1 of 2 R 10.00 D 0.00 GARFIELD COUNTY CO

HOLY CROSS ENERGY
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LARRY D. KNOX

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Drawer 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows:

A parcel of land located in Sections 2 and 3, Township 8 South, Range 96 West of the 6th P.M. as more fully described in book 1028 at pages 523 and 524 of the records of the Garfield County Courthouse, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement twenty (20) feet in width, the centerline for said easement being a power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference. It is agreed that down guys with anchors can be installed outside of the twenty (20) foot easement.

The rights herein granted specifically allow Grantee to install additional poles, down guys with anchors, overhead conductors and/or related facilities within the easement described by the attached exhibit. Additional down guys with anchors may also be installed outside the twenty (20) foot easement.

And, in addition, Grantor hereby grants to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantor agrees that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 10 day of

JULY, 1999


LARRY D. KNOX

STATE OF Colorado
COUNTY OF Montrose) ss.

The foregoing instrument was acknowledged before me this 10th day of July, 1999, by LARRY D. KNOX.

WITNESS my hand and official seal.
My commission expires: 08-27-01


Jarissa K. Ellis
Notary Public
Address: P.O. box 89, Montrose CO

701
187

548945 07/19/1999 10:27R B1140 P526 M ALSDORE
2 of 2 R 10.00 D 0.00 GARFIELD COUNTY CO

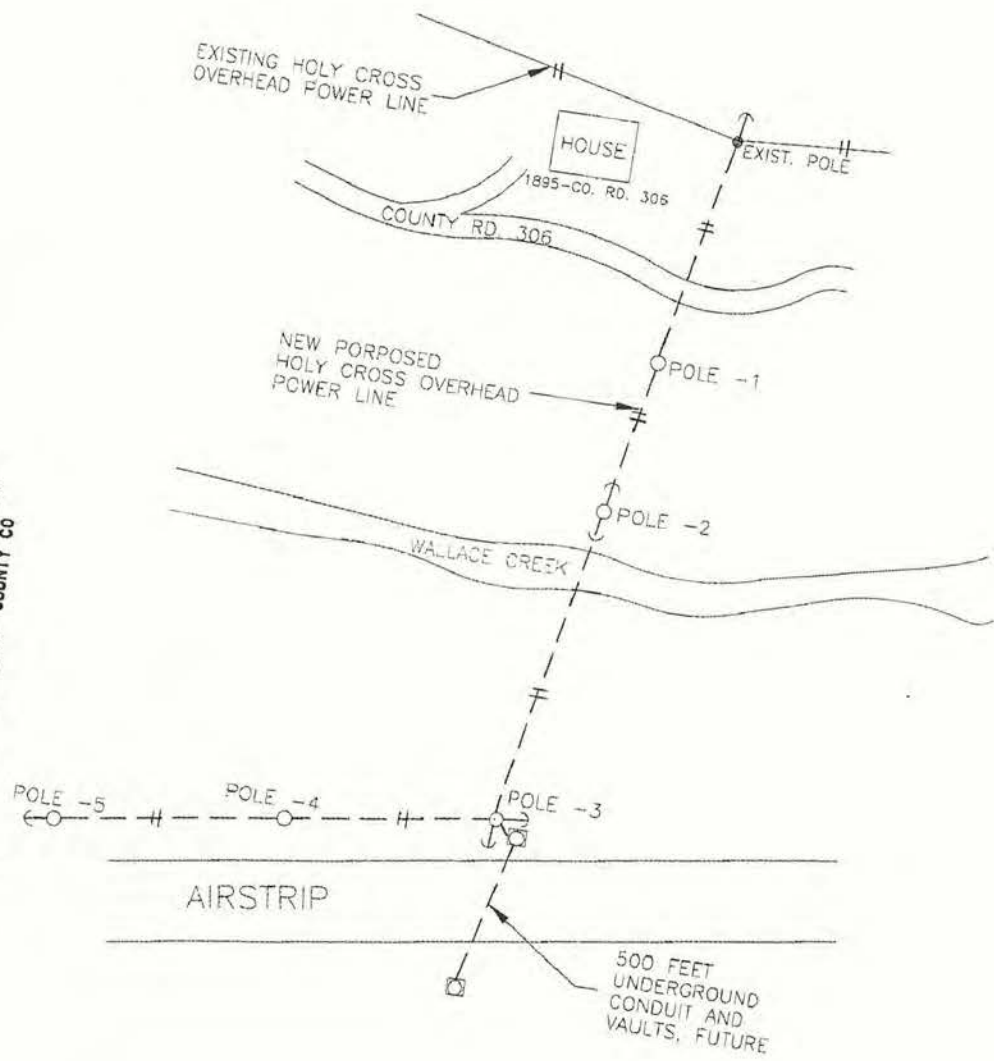


EXHIBIT A
HOUSETOP MTN. AIRSTRIP
SECTIONS 2 AND 3
TOWNSHIP 8 SOUTH
RANGE 96 WEST
6TH. P.M.



W/O #16666
MAP 21-02,03

548946 07/19/1999 10:27A B1140 P527 M ALSDORF
1 of 2 R 10.00 D 0.00 GARFIELD COUNTY CO

HOLY CROSS ENERGY
UNDERGROUND RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LARRY D. KNOX

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Drawer 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows:

A parcel of land located in Sections 2 and 3, Township 8 South, Range 96 West of the 6th P.M. as more fully described in book 1028 at pages 523 and 524 of the records of the Garfield County Courthouse, Glenwood Springs, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement twenty (20) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described by the attached exhibit.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. Grantor agrees that landscaping and other surface improvements made on said easement will be minimized and that any damage caused to said landscaping and improvements by Grantee during exercise of any of its rights granted by this easement shall be repaired by the Grantor at his expense.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 10 day of July, 1999.

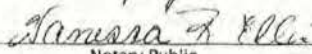

LARRY D. KNOX

STATE OF Colorado
COUNTY OF Montrose) ss.

The foregoing instrument was acknowledged before me this 10th day of July, 1999, by LARRY D. KNOX.

WITNESS my hand and official seal.
My commission expires: 08-27-01




Notary Public
Address: PO box 89, Montrose, CO

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112

548946 07/19/1999 10:27A B1140 P528 M ALSDOORF
2 of 2 R 10.00 D 0.00 GARFIELD COUNTY CO

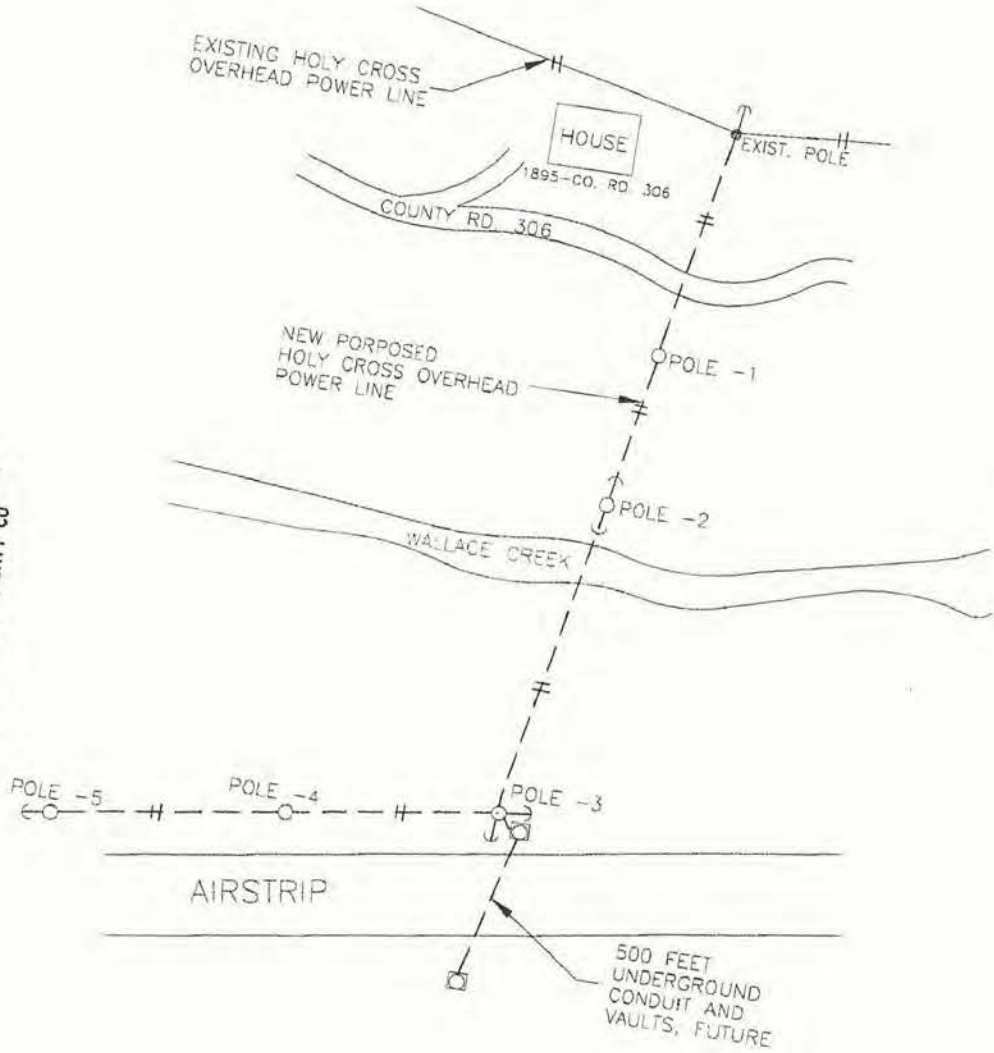


EXHIBIT A
HOUSETOP MTN. AIRSTRIP
SECTIONS 2 AND 3
TOWNSHIP 8 SOUTH
RANGE 96 WEST
6TH. P.M.



W/O #16666
MAP 21-02.03

HOLY CROSS ENERGY
RIGHT-OF-WAY EASEMENT

915

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LARRY D. KNOX

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Drawer 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows:

A parcel of ground located in Section 3, Township 8 South, Range 96 West of the 6th P.M., as more fully described in Book 1041 at Page 745 and Book 1136 at Page 412 in the records of the Garfield County Clerk and Recorder's Office, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement thirty (30) feet in width, the centerline for said easement being a power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to (1) install down guys with anchors within thirty-five (35) feet of any pole located on the above described easement, and (2) install additional poles, down guys with anchors, overhead conductors and/or related facilities within the above described easement at any time in the future.

And, in addition, Grantor hereby grants to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantor agrees that the surface of the ground will not be changed nor will any other alteration be made within the boundaries of the easement which would violate National Electrical Safety Code requirements for minimum clearance from the power line conductors.

Grantor agrees that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 25 day of

July, 2003


LARRY D. KNOX

STATE OF Colorado
COUNTY OF Montrose) ss.

The foregoing instrument was acknowledged before me this 25th day of July, 2003 by LARRY D. KNOX.

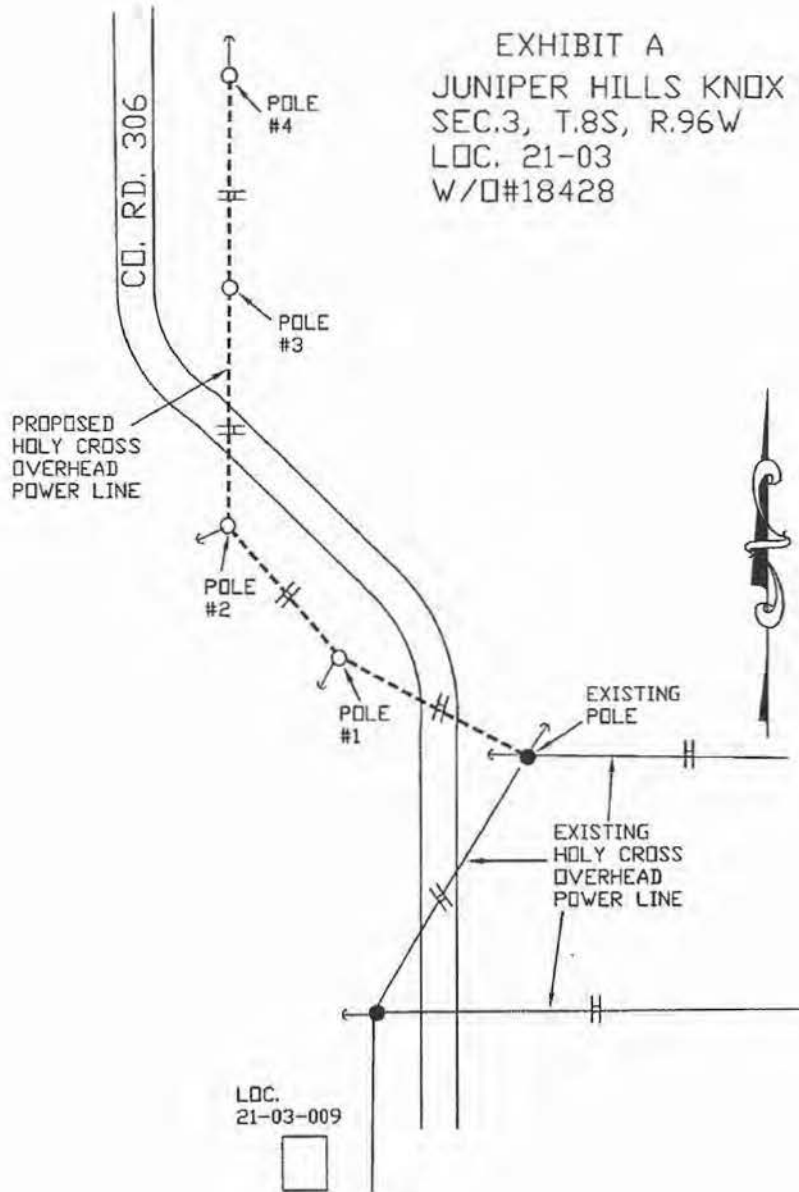
WITNESS my hand and official seal.
My commission expires:
Feb. 1, 2004



Rex Pierson: Olathu, Co
Notary Public
Address: Olathu, Co

PLEASE RETURN TO:
HOLY CROSS ENERGY
P.O. DRAWER 2150
GLENWOOD SPRINGS, CO 81602

EXHIBIT A
JUNIPER HILLS KNOX
SEC.3, T.8S, R.96W
LOC. 21-03
W/O#18428



LOC.
21-03-009

633263 08/04/2003 10:25A B1501 P319 M ALSDORF
2 of 2 R 11.00 D 0.00 GARFIELD COUNTY CO



664859 12/09/2004 04:15P B1646 P355 M ALSDORF
1 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

PIPELINE AND RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That Larry D. Knox and Dana Knox, husband and wife, 12865 County Road 6820, Montrose, CO 81401, hereinafter called "Grantors", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto EnCana Gathering Services (USA) Inc., with an address of 950 17th Street, Suite 2600, Denver, CO, 80202, hereinafter called "Grantee", a non-exclusive easement and right-of-way to locate, to lay, maintain, inspect, replace, erect, resize, operate, and remove one or more pipelines and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands in Garfield County, Colorado to wit:

Township 8 South, Range 96 West of the 6th P.M.

Section 3: SW/4NE/4, LESS AND EXCEPT, a parcel of Section 3 described as 720 feet west along the North property line from the NE corner of Section 3 to the Point Of Beginning; thence 720 feet east along the North property line to the NE corner of Section 3; thence south 600 feet along the East property line; thence northwesterly 837.23 feet along a line to the Point Of Beginning.
SE/4NW/4

and as approximately described on Exhibit "A", attached hereto and made a part hereof.

The location of the easement and right-of-way granted is approximately described on Exhibit A and is fifteen feet (15.0') on either side of the constructed pipeline as it runs through the above referenced lands and in addition, Grantee shall have the right to use an additional temporary work space, which shall be an additional width of fifty-five feet (55.0') along the easement for the consideration stated above. The additional temporary workspace shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is the shorter. Grantee agrees that any pipeline installed shall be at a minimum depth of forty-eight inches (48") below the surface of the ground.

TO HAVE AND TO HOLD: said easement and right-of-way from said Grantor, unto Grantee until one (1) year following the abandonment of the pipelines installed hereunder.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

Grantee hereby agrees to pay Grantor a one-time consideration, previously agreed upon, as full consideration for the pipelines and right-of-way rights herein described.

Grantee hereby agrees that if the above lands are fenced, that Grantee will install fences back to their original condition or better upon the premises. The parties intend for this Agreement to provide restricted access.

Grantor shall have the right to use and enjoy the above-described premises, subject to the rights herein granted. The pipeline right-of-way granted herein shall be utilized for Grantee's oil and gas operations only and shall not be used for any other purpose. Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights therein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction over pipeline right-of-way. All pipeline constructed and maintained under the terms of this Agreement shall be constructed and maintained to the standards established by Bureau

Return to: EnCana Oil & Gas (USA) Inc.
Attn: Land Dept
792 Buckhorn Drive
Rifle, Co. 81650

Dennis

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(3)

of Land Management at the time said pipeline is constructed or maintenance work is performed.

This Grant is a covenant running with the land and shall be binding upon the parties hereto, their heirs, devisees, representatives, successors and assigns; and the rights, privileges and authorities herein granted shall be assignable together or separately and in whole or in part.

This instrument covers the entire agreement between the parties, and no representation of statements, verbal or written, have been made modifying, adding to, or changing the terms of this Grant.

WITNESS the signature(s) of the parties hereto on this 30 day of Nov., 2004.

GRANTORS:

[Signature]
Larry D. Knox

[Signature]
Dana Knox

664859 12/09/2004 04:15P B1646 P356 M ALSDORF
2 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

ACKNOWLEDGMENT

State of Colorado)
County of Montrose) §

The foregoing instrument was acknowledged before me this 30th day of November, 2004, by Larry D. Knox and Dana Knox, husband and wife.

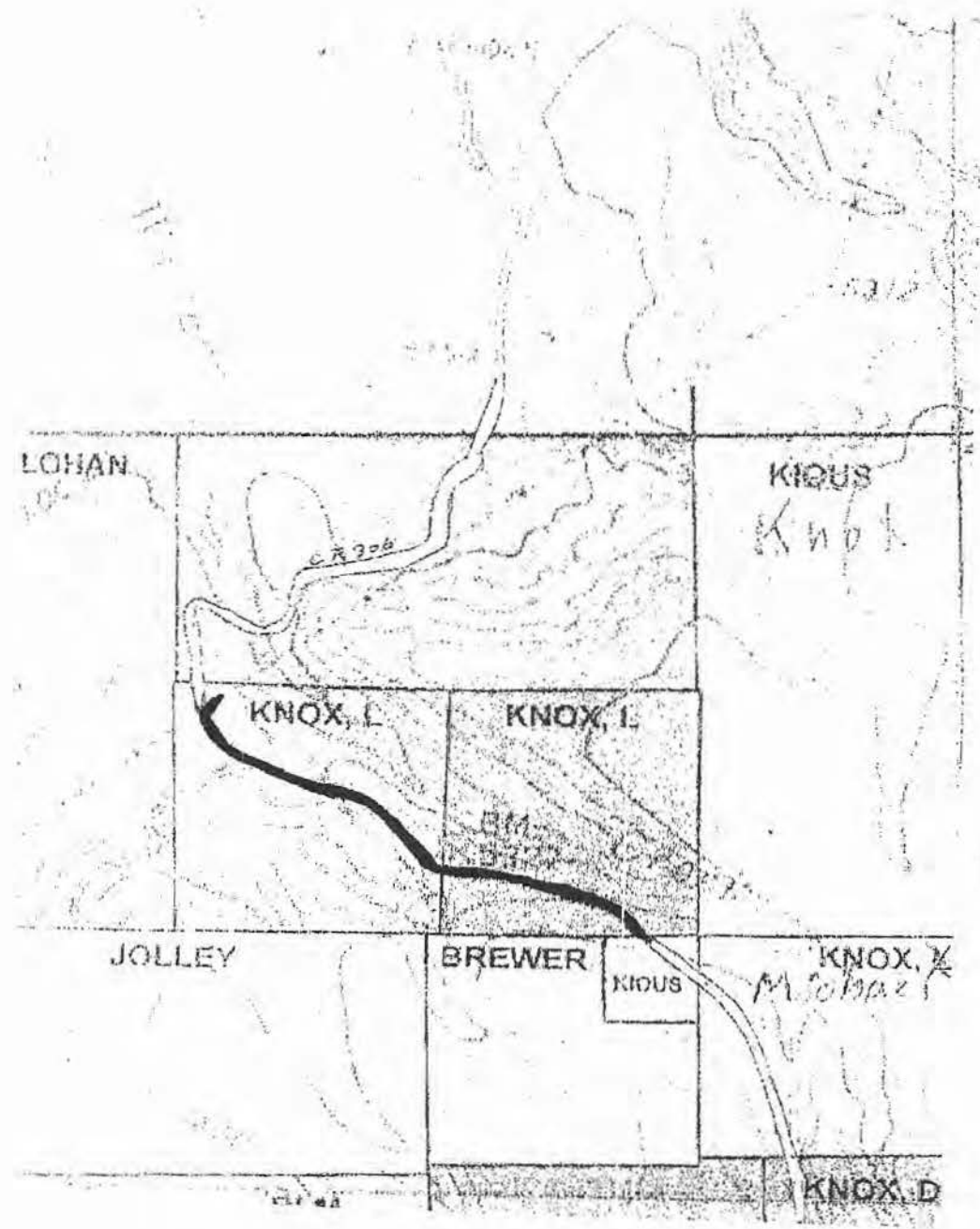
WITNESS my hand and official seal.
My Commission Expires 8/30/2008
My Commission Expires:

[Signature]
Notary Public



EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain PIPELINE RIGHT-OF-WAY GRANT between Larry D. Knox and Dana Knox, husband and wife, as Grantors, and EnCana Gathering Services (USA) Inc., as Grantee.



664859 12/09/2004 04:15P B1646 P357 M ALSDFR
 3 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

666041 12/29/2004 12:28P B1651 P625 M ALSDRF
1 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

PIPELINE AND RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That Roger Lee Knox and Sandra A. Knox, husband and wife, and Dean M. Knox, a single man, 2739 County Road 306 Parachute, CO 81635, hereinafter called "Grantors", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto **EnCana Gathering Services (USA) Inc.**, with an address of 950 17th Street, Suite 2600, Denver, CO, 80202, hereinafter called "Grantee", a non-exclusive easement and right-of-way to locate, to lay, maintain, inspect, replace, erect, resize, operate, and remove one or more pipelines and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands in Garfield County, Colorado to wit:

Township 8 South, Range 96 West of the 6th P.M.

Section 3: E/2SE/4, except one acre in the NW corner of the NE/4SE/4, conveyed out by Document No. 44819, also except the east 330 feet of said E/2SE/4 conveyed out by Document No. 59191, and also, except the west 10 acres of the SE/4SE/4 of said Section 3, conveyed out by Document No. 70912.

and as approximately described on Exhibit "A", attached hereto and made a part hereof.

The location of the easement and right-of-way granted is approximately described on Exhibit A and is fifteen feet (15.0') on either side of the constructed pipeline as it runs through the above referenced lands and in addition, Grantee shall have the right to use an additional temporary work space, which shall be an additional width of fifty-five feet (55.0') along the easement for the consideration stated above. The additional temporary workspace shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is the shorter. Grantee agrees that any pipeline installed shall be at a minimum depth of forty-eight inches (48") below the surface of the ground.

TO HAVE AND TO HOLD: said easement and right-of-way from said Grantor, unto Grantee until one (1) year following the abandonment of the pipelines installed hereunder.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

Grantee hereby agrees to pay Grantor a one-time consideration, previously agreed upon, as full consideration for the pipelines and right-of-way rights herein described.

Grantee hereby agrees that if the above lands are fenced, that Grantee will install fences back to their original condition or better upon the premises. The parties intend for this Agreement to provide restricted access.

Grantor shall have the right to use and enjoy the above-described premises, subject to the rights herein granted. The pipeline right-of-way granted herein shall be utilized for Grantee's oil and gas operations only and shall not be used for any other purpose. Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights therein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction over pipeline right-of-way. All pipeline constructed and maintained under the terms of this Agreement shall be constructed and maintained to the standards established by Bureau of Land Management at the time said pipeline is constructed or maintenance work is performed.

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Return to: EnCana Oil & Gas (USA) Inc.
Attn: Land Dept
792 Buckhorn Drive
Rifle Co 81650

Gary

This Grant is a covenant running with the land and shall be binding upon the parties hereto, their heirs, devisees, representatives, successors and assigns; and the rights, privileges and authorities herein granted shall be assignable together or separately and in whole or in part.

This instrument covers the entire agreement between the parties, and no representation of statements, verbal or written, have been made modifying, adding to, or changing the terms of this Grant.

WITNESS the signature(s) of the parties hereto on this 28 day of November, 2004.

GRANTORS:

Roger Lee Knox
Roger Lee Knox

Sandra A. Knox
Sandra A. Knox
SK

Dean M. Knox
Dean M. Knox

ACKNOWLEDGMENT

State of Colorado)
County of Garfield) §

The foregoing instrument was acknowledged before me this 28th day of November, 2004, by Roger Lee Knox and Sandra A. Knox, husband and wife.

WITNESS my hand and official seal.

My Commission Expires 02-12-2006

Jamie R. Kewin
Notary Public

ACKNOWLEDGMENT

State of Colorado)
County of Garfield) §

The foregoing instrument was acknowledged before me this 28th day of November, 2004, by Dean M. Knox, a single man.

WITNESS my hand and official seal.

My Commission Expires 02-12-2006

Jamie R. Kewin
Notary Public

PIPELINE AND RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS: That **Larry D. Knox and Dana Knox**, husband and wife, 12865 County Road 6820, Montrose, CO 81401, hereinafter called "Grantors", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto **EnCana Oil & Gas (USA) Inc.**, with an address of 370 17th Street, Suite 1700, Denver, CO, 80202, hereinafter called "Grantee", a non-exclusive easement and right-of-way to locate, to lay, maintain, inspect, replace, erect, resize, operate, and remove one or more pipelines and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands in Garfield County, Colorado to wit:

Township 8 South, Range 96 West of the 6th P.M.

Section 3: SW/4NE/4, SE/4NW/4, LESS AND EXCEPT, a parcel of Section 3 described as 720 feet west along the North property line from the NE corner of Section 3 to the Point Of Beginning; thence 720 feet east along the North property line to the NE corner of Section 3; thence south 600 feet along the East property line; thence northwesterly 937.23 feet along a line to the Point Of Beginning.

and as approximately described on Exhibit "A", attached hereto and made a part hereof.

The location of the easement and right-of-way granted is approximately described on Exhibit A and is fifteen feet (15.0') on either side of the constructed pipeline as it runs through the above referenced lands and in addition, Grantee shall have the right to use an additional temporary work space, which shall be an additional width of fifty-five feet (55.0') along the easement for the consideration stated above. The additional temporary workspace shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is the shorter. Grantee agrees that any pipeline installed shall be at a minimum depth of forty-eight inches (48") below the surface of the ground.

TO HAVE AND TO HOLD: said easement and right-of-way from said Grantor, unto Grantee until one (1) year following the abandonment of the pipelines installed hereunder.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

Grantee hereby agrees to pay Grantor a one-time consideration, previously agreed upon, as full consideration for the pipelines and right-of-way rights herein described.

Grantee hereby agrees that if the above lands are fenced, that Grantee will install fences back to their original condition or better upon the premises. The parties intend for this Agreement to provide restricted access.

Grantor shall have the right to use and enjoy the above-described premises, subject to the rights herein granted. The pipeline right-of-way granted herein shall be utilized for Grantee's oil and gas operations only and shall not be used for any other purpose. Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights therein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structure or obstruction over pipeline right-of-way. All pipeline constructed and maintained under the terms of this Agreement shall be constructed and maintained to the standards established by Bureau of Land Management at the time said pipeline is constructed or maintenance work is performed.

Return to: EnCana Oil & Gas (USA) Inc.
Attn: Land Dept
792 Buckhorn Drive
Rifle Co 81650

Gary

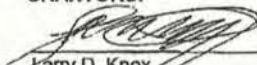
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This Grant is a covenant running with the land and shall be binding upon the parties hereto, their heirs, devisees, representatives, successors and assigns; and the rights, privileges and authorities herein granted shall be assignable together or separately and in whole or in part.

This instrument covers the entire agreement between the parties, and no representation of statements, verbal or written, have been made modifying, adding to, or changing the terms of this Grant.

WITNESS the signature(s) of the parties hereto on this 4th day of February, 2005.

GRANTORS:


Larry D. Knox


Dana Knox


ACKNOWLEDGMENT

State of Colorado)
) §
County of)

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by Larry D. Knox and Dana Knox, husband and wife.

WITNESS my hand and official seal.

My Commission Expires: _____


Notary Public

My Commission Expires 6/30/2008

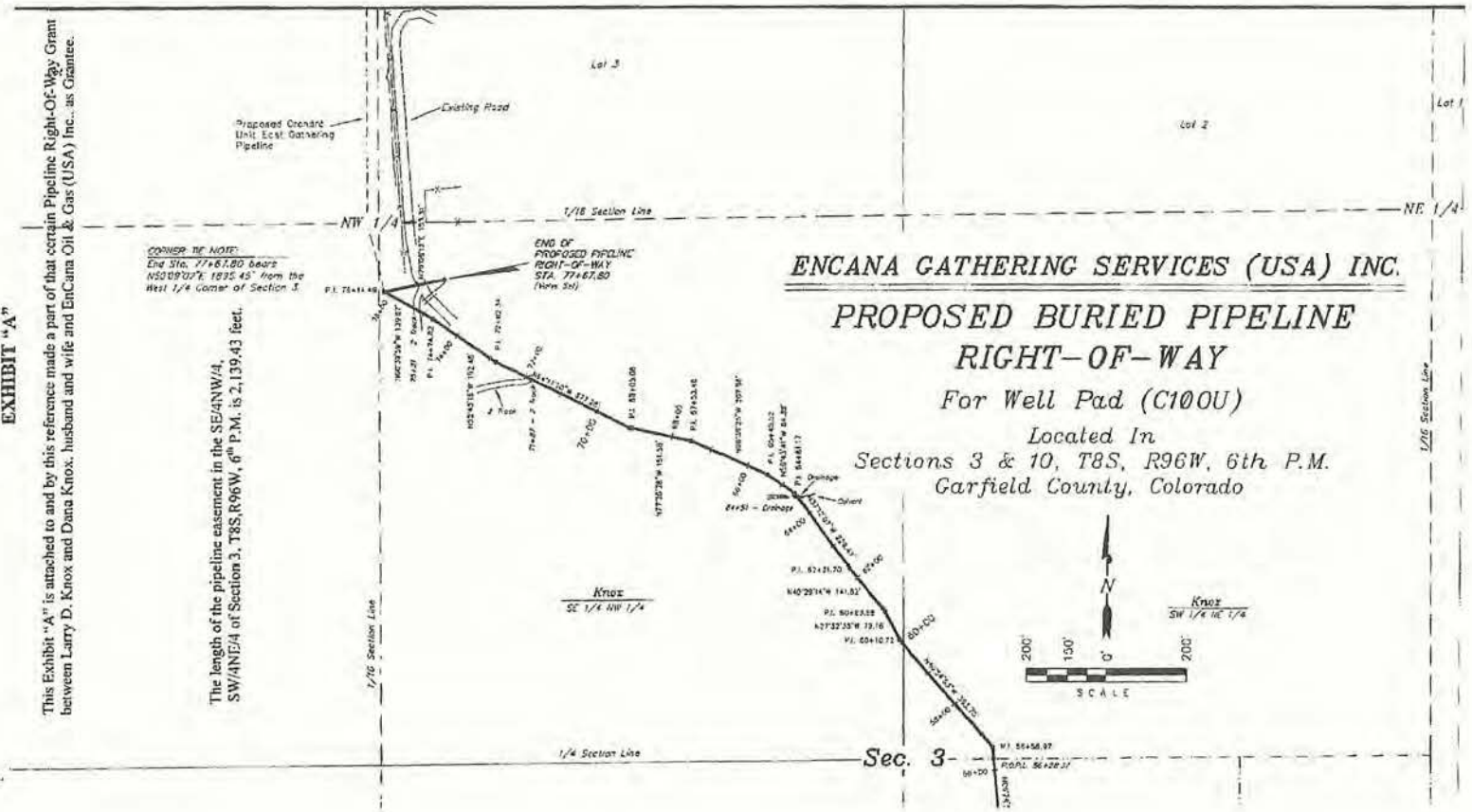


550996 02/19/2005 02:12P B1663 P36 H PLSD00F
 3 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT "A"

This Exhibit "A" is attached to and by this reference made a part of that certain Pipeline Right-Of-Way Grant between Larry D. Knox and Dana Knox, husband and wife and Encana Oil & Gas (USA) Inc., as Grantee.

The length of the pipeline easement in the SE/4NW/4 SW/4NE/4 of Section 3, T8S, R96W, 6th P.M. is 2,139.43 feet.



SURFACE FACILITY GRANT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, this 22nd day of April, 2005, **Larry D. Knox and Danna Knox**, Individually, and as husband and wife, of 12865 County Road 6820, Montrose, Colorado 81401, "GRANTOR", hereby grants unto **EnCana Oil & Gas (USA) Inc.**, 370 17th Street, Suite 1700, Denver, Colorado 80202, hereinafter called "GRANTEE", its successors and assigns, surface facility grant located upon a tract of land in Garfield County, Colorado, to-wit:

Township 8 South, Range 96 West, 6th P.M.
Section 3: SE/4NW/4

Grantee shall have the right to install, maintain, inspect, replace, erect, operate, and remove risers, valves, fittings, meters, and other equipment appurtenances through, upon, under and across the above described lands from existing roads with the full right of ingress and egress to and from said premises.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Grantee agrees to comply with all applicable state and local regulations.
2. Grantee agrees that the said Surface Facility shall be no larger than twenty-five feet (25.0') by twenty-five feet (25.0') and temporary work space as need, as shown on the Exhibit "A".
3. Grantee agrees to take reasonable effort to limit employee business invitee access to the site and roadway access thereto to the Receiver and pipeline related business only.
4. Grantee agrees to indemnify and hold Grantor harmless for any damages caused by Grantee's operations on the premises.
5. Upon request by Grantee, the surface facility grant herein granted shall terminate and all rights thereunder revert to Grantor when surface facilities located thereon have not been used by Grantee for a period of two (2) years, except when non-use is caused by acts or circumstances beyond the control of Grantee.
6. Upon the termination of this Grant, Grantee shall remove all structures above ground and pipes placed upon the premises and restore the surface to a condition, as nearly as possible, as prior to the Grantee's disturbances thereto.
7. Grantee shall adequately fence the site in a manner to protect the Grantor's livestock.
8. Grantee shall maintain the site free of weeds and litter.
9. Grantee shall pay all damages from its operation, including without limitation, damages or injuries to livestock, persons, personal property and real property.

EnCana Oil & Gas, Inc
Land Department
2717 County Rd. 215, Suite 100
Parachute, CO 81635

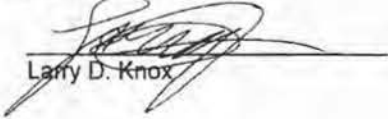
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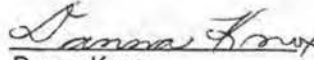
Joe

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Agreement the day and year first written above.

GRANTORS:


Larry D. Knox


Danna Knox

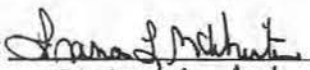
ACKNOWLEDGMENT

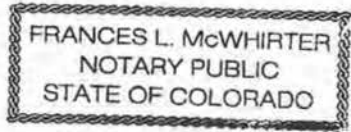
State of: Colorado)
) §
County of Montrose)

The foregoing instrument was acknowledged before me this 22nd day of April, 2005 by Larry D. Knox and Danna Knox, Individually, and as husband and wife.

WITNESS my hand and official seal.

My Commission Expires: 2-2-07

Notary Public: 
123 Akard Ave Montrose CO

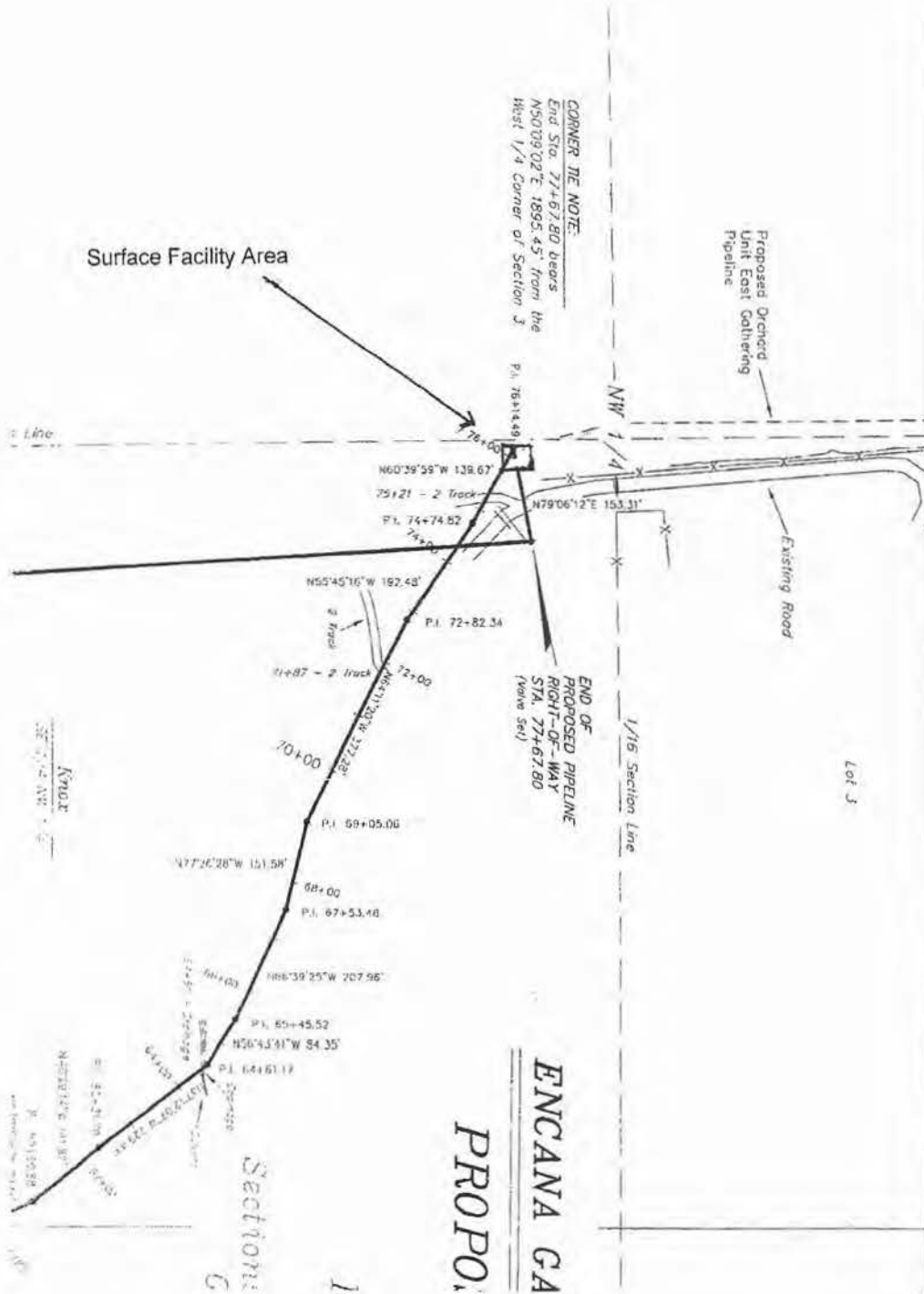




694315 03/20/2006 02:26P B1781 P438 M ALSDORF
 3 of 3 R 16.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Surface Facility Grant by and between Larry D. Knox and Danna Knox, Individually, and as husband and wife, as Grantors, and EnCana Oil & Gas (USA) Inc., as Grantee.



SURFACE FACILITIES GRANT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, this ~~28th~~ day of October, 2005, **Larry D. Knox and Danna Knox**, husband and wife, of 12865 County Road 6820, Montrose, Colorado 81401, "GRANTOR", hereby grants unto **EnCana Oil & Gas (USA) Inc.**, 370 17th Street, Suite 1700, Denver, Colorado 80202, hereinafter called "GRANTEE", its successors and assigns, surface facilities grant located upon a tract of land in Garfield County, Colorado, to-wit:

Township 8 South, Range 96 West, 6th P.M.
Section 3: SE/4NW/4

and as approximately described on Exhibit "A", attached hereto and made a part hereof.

Grantee shall have the right to install, maintain, inspect, replace, erect, operate, and remove risers, valves, fittings, meters, and other equipment appurtenances through, upon, under and across the above described lands from existing roads with the full right of ingress and egress to and from said premises.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Grantee agrees to comply with all applicable state and local regulations.
2. Grantee agrees that the said Surface Facilities shall be no larger than twenty-five feet (25.0') by twenty-five feet (25.0') and temporary work space as need, as shown on the Exhibit "A".
3. Grantee agrees to take reasonable effort to limit employee business invitee access to the site and roadway access thereto to the Receiver and pipeline related business only.
4. Grantee agrees to indemnify and hold Grantor harmless for any damages caused by Grantee's operations on the premises.
5. Upon request by Grantee, the surface facility grant herein granted shall terminate and all rights thereunder revert to Grantor when surface facilities located thereon have not been used by Grantee for a period of two (2) years, except when non-use is caused by acts or circumstances beyond the control of Grantee.
6. Upon the termination of this Grant, Grantee shall remove all structures above ground and pipes placed upon the premises and restore the surface to a condition, as nearly as possible, as prior to the Grantee's disturbances thereto.
7. Grantee shall adequately fence the site in a manner to protect the Grantor's livestock.
8. Grantee shall maintain the site free of weeds and litter.

EnCana Oil & Gas, Inc
Land Department
2717 County Rd. 215, Suite 100
Parachute, CO 81635

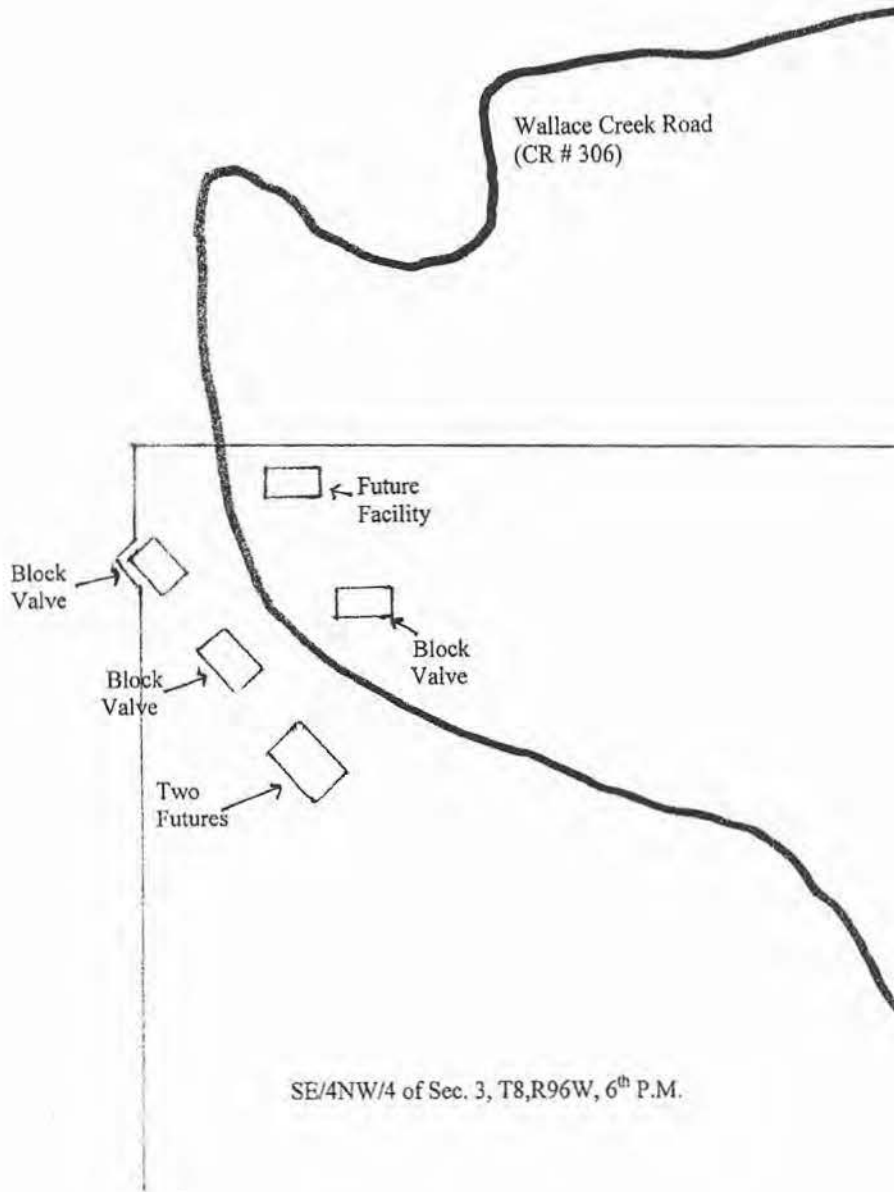
11/14/05

#391

Joe

EXHIBIT "A"

This Exhibit "A" is attached to and by this reference made a part of that certain Surface Facilities Grant by and between Larry D. Knox and Danna Knox, husband and wife, and EnCana Oil & Gas (USA) Inc., as Grantee.



Affidavit of Surface Facilities

WHEREAS, Larry D. Knox and Danna B. Knox ("Owners") granted EnCana certain rights to a twenty-five feet (25.0') by twenty-five feet (25.0') surface facility in the SE/4NW/4 of Section 3 in Township 8 South, Range 96 West, on April 22, 2005, recorded in Book 1781 on Page 436, in the records of Garfield County, Colorado;

WHEREAS, Owners granted EnCana certain rights to five (5) additional twenty-five feet (25.0') by twenty-five feet (25.0') surface facilities in the SE/4NW/4 of Section 3 in Township 8 South, Range 96 West, on October 28, 2005, recorded in Book 1781 on Page 439, in the records of Garfield County, Colorado;


WHEREAS, EnCana has, in accordance with the foregoing agreements, constructed above ground facilities within the six (6) sites granted above and the parties wish to clarify the locations of the six (6) sites as shown on Exhibit A hereto;

NOW THEREFORE, EnCana and Owners acknowledge and agree that the above summary is a true and correct description of the surface facilities and Exhibit A attached hereto is a true and correct depiction of such facilities. All terms and conditions are to remain valid and unchanged.

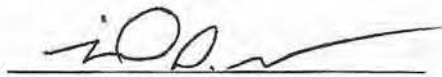
Executed this 6th day of July, 2009:

Owners

EnCana Oil & Gas (USA) Inc.



Michael D. Knox
Attorney-in-Fact and Agent for Larry
D. Knox and Danna B. Knox



Ricardo D. Gallegos
Attorney-in-Fact


ACKNOWLEDGMENT

STATE OF COLORADO §
CITY/COUNTY GARFIELD §

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Knox, Attorney-in-Fact and Agent for Larry D. Knox and Danna B. Knox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 21st day of July, 2009.

My Commission expires:


09-12-09
 Joe Haney
Notary Public in and for the State of Colorado

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Ricardo D. Gallegos, Attorney-in-Fact for ENCANA OIL & GAS (USA) INC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

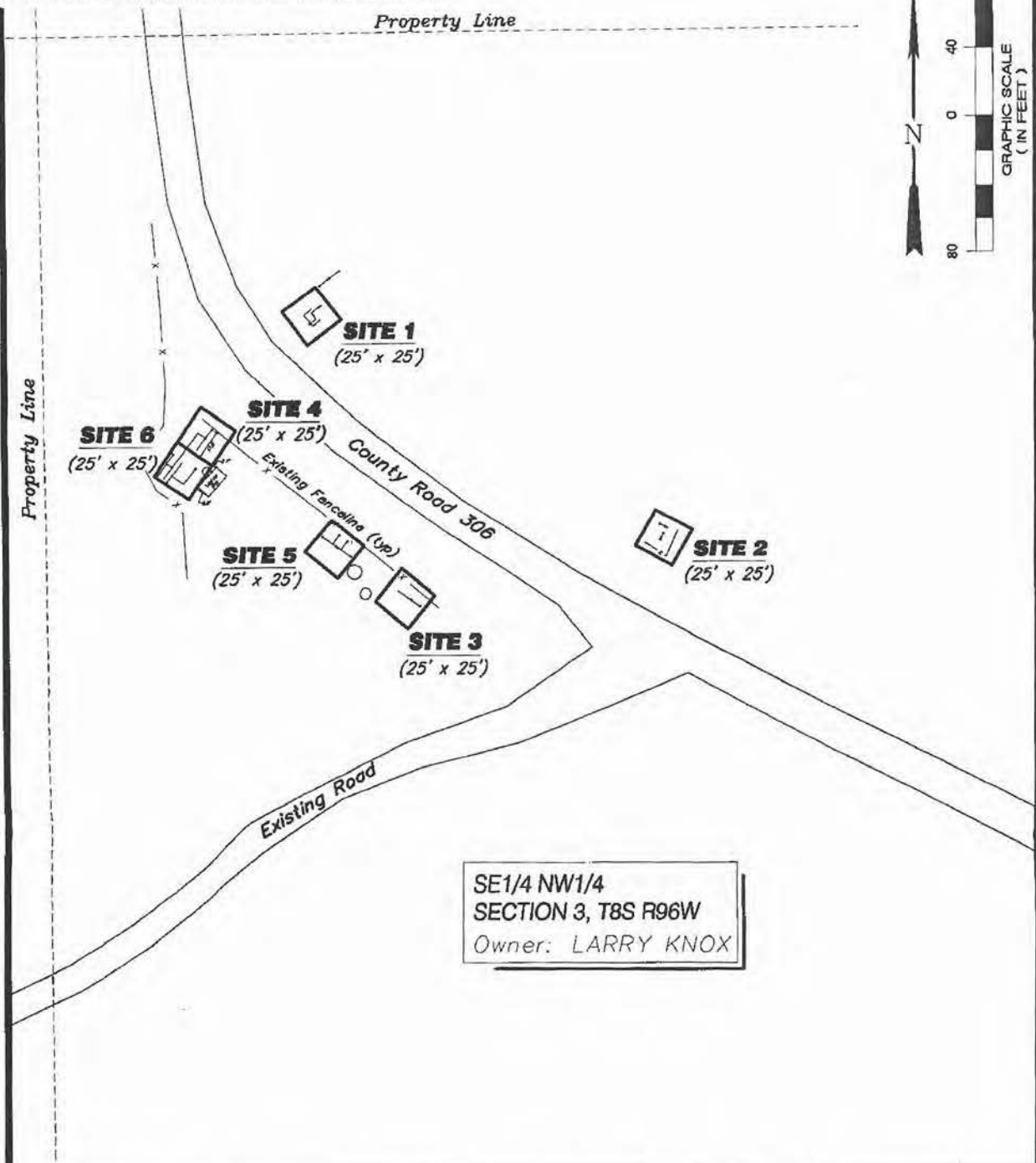
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 6th day of July, 2009.


My Commission expires:

3/25/13
 April Jackson
Notary Public in and for the State of Colorado

My Commission Expires 03/25/2013

Reception#: 773260
 08/14/2009 02:41:03 PM Jean Alberico
 3 of 4 Rec Fee:\$26.00 Doc Fee:0.00 GARFIELD COUNTY CO



CLIENT: EnCana Oil & Gas (USA) Inc.		DESCRIPTION: SITE AS-BUILTS	
		LOCATED WITHIN L. KNOX PROPERTY IN THE SE1/4 NW1/4 OF SECTION 3, T8S, R96W, GARFIELD COUNTY, COLORADO	
SCALE: AS SHOWN	REVISION:	DRAWN BY: CJT	DATE DRAWN: 4/28/09
SURVEYED BY: 		WASATCH SURVEYING ASSOCIATES 906 MAIN STREET, EVANSTON, WY 82930 (307) 789-4545	PROJECT NUMBER: 09-04-08
		EXHIBIT A	SHEET 1 of 1

COLORADO AGENT'S AFFIDAVIT REGARDING POWER OF ATTORNEY

STATE OF COLORADO

County of Garfield

I, Michael D. Knox, whose address is 1600 County Road 306, Parachute, Colorado 81635, of lawful age, pursuant to sections 15-1-1302, 15-14-501, and 15-14-502, Colorado Revised Statutes, state upon my oath that I am the attorney-in-fact and agent for Larry D. Knox, principal, under the power of attorney dated 2-16-2009, a copy of which is attached hereto and incorporated herein by this reference, that as of this date I have no actual knowledge of the revocation or termination of the power of attorney by any act of the principal, or by the death, disability, or incompetence of the principal, that my authority has not been terminated by a decree of dissolution of marriage or legal separation, and that to the best of my knowledge the power of attorney has not been so terminated and remains valid, in full force and effect.

Dated: 7-21-2009

Michael D. Knox
Michael D. Knox

The foregoing Affidavit was subscribed and sworn to before me on July 21, 2009, by Michael D. Knox, Agent.

Witness my hand and official seal.

My commission expires: 09-24-09



Joe Haney
Notary Public



Reception #: 741841
 01/25/2008 04:45:03 PM Jean Alberico
 1 of 4 Rec Fee: \$21.00 Doc Fee: 0.00 GARFIELD COUNTY CO

**RIGHTS OF WAY EASEMENT GRANT
 NOBLE ENERGY, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That **Larry D. Knox and Danna Knox**, h/w; whose address is 12865 6820 Road, Montrose, CO 81401 ("Grantors"), whether singular or plural, for themselves, their heirs, successors, or assigns, for and in consideration of the sum of ten dollars (\$10.00), the receipt and adequacy of which is hereby acknowledged, do hereby grant, convey and confirm unto **Noble Energy, Inc.**, whose address is 1625 Broadway, Suite 2000, Denver, CO 80202, its successors and assigns ("Grantee"), a forty feet (40') during construction and twenty feet (20') on level ground and thirty feet (30') on cut slopes permanent rights of way easement to construct, own, maintain, operate, patrol, survey, repair, protect, and reclaim (or abandon in-place) an Access Road upon and through the following-described lands situated in the County of Garfield and State of Colorado, to wit:

TOWNSHIP 8 SOUTH, RANGE 96 WEST, 6th P.M.

Section 2: Lot 4, SW/4NW/4, SE/4NW/4, NW/4SW/4

Section 3: NE/4SE/4, SE/4NE/4, SW/4NE/4, SE/4NW/4

Garfield County, Colorado

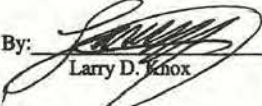
More particularly described and shown on the drawings attached hereto and made a part hereof. "As-built" surveys will be appended to this agreement upon completion of construction work.

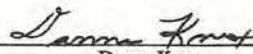
TO HAVE AND TO HOLD said Right of Way Easement unto Grantee that shall be in full force and effect from and after execution and shall continue in full force and effect for as long as Grantee is conducting any type of operations, maintenance, repair, protection, engineering evaluation or study, or any evaluation or study for the future assignment of the Grantee's Right of Way Easement Grant with the right of ingress to and egress from said lands for the purposes herein stated. Grantor(s) retains the right to use and enjoy said lands, subject only to the right of Grantee to use the same for the purposes herein expressed.

The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, administrators, personal representatives, successors and assigns of the parties hereto. The easements and rights herein granted may be assigned in whole or in part. Grantee shall provide written notice of any assignment to Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 21st day of October, 2007.

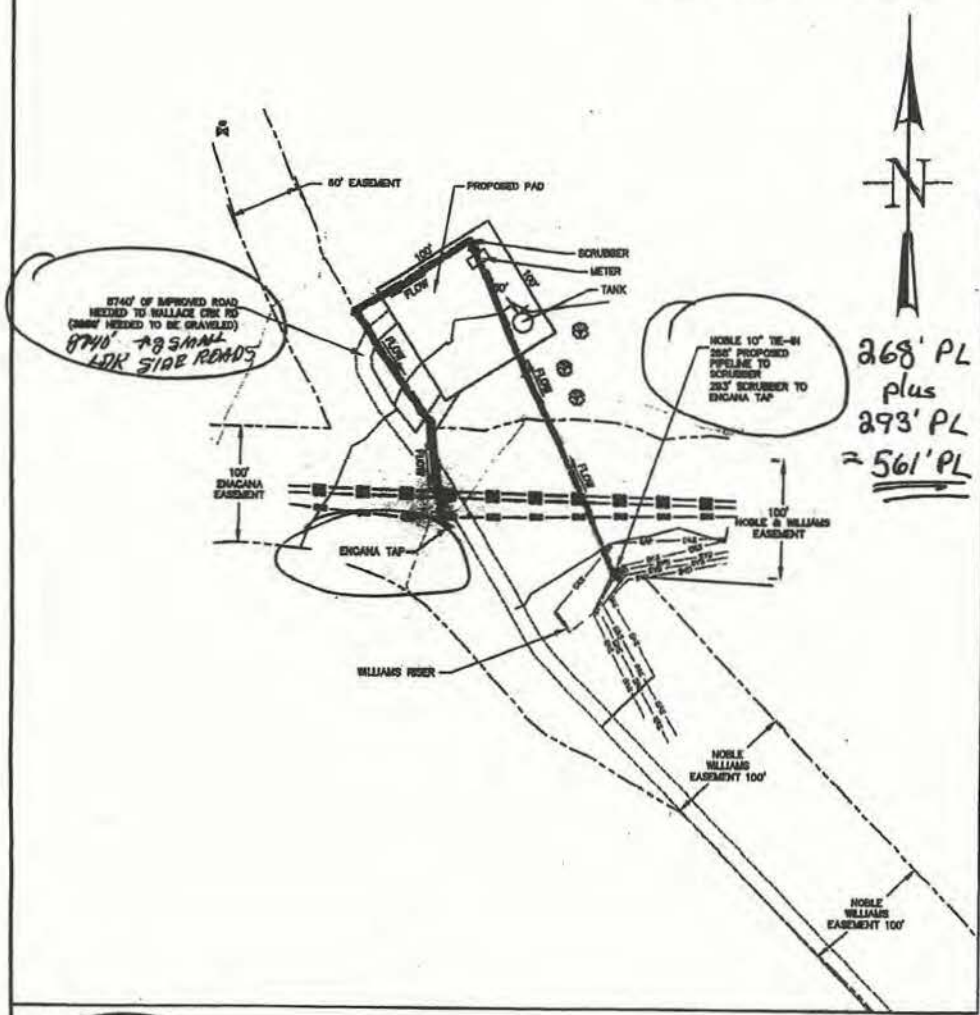
GRANTORS:

By: 
 Larry D. Knox

By: 
 Danna Knox

Reception#: 741841
 01/25/2008 04:45:03 PM Jean Alberico
 3 of 4 Rec Fee:\$21.00 Doc Fee:0.00 GARFIELD COUNTY CO

**SUPPLEMENTAL PLAT
 PAD LOCATION AREA**



CONSTRUCTION SURVEYS, INC.
 0012 SUNRISE BLVD.
 SILT, CO 81002
 970-876-8783

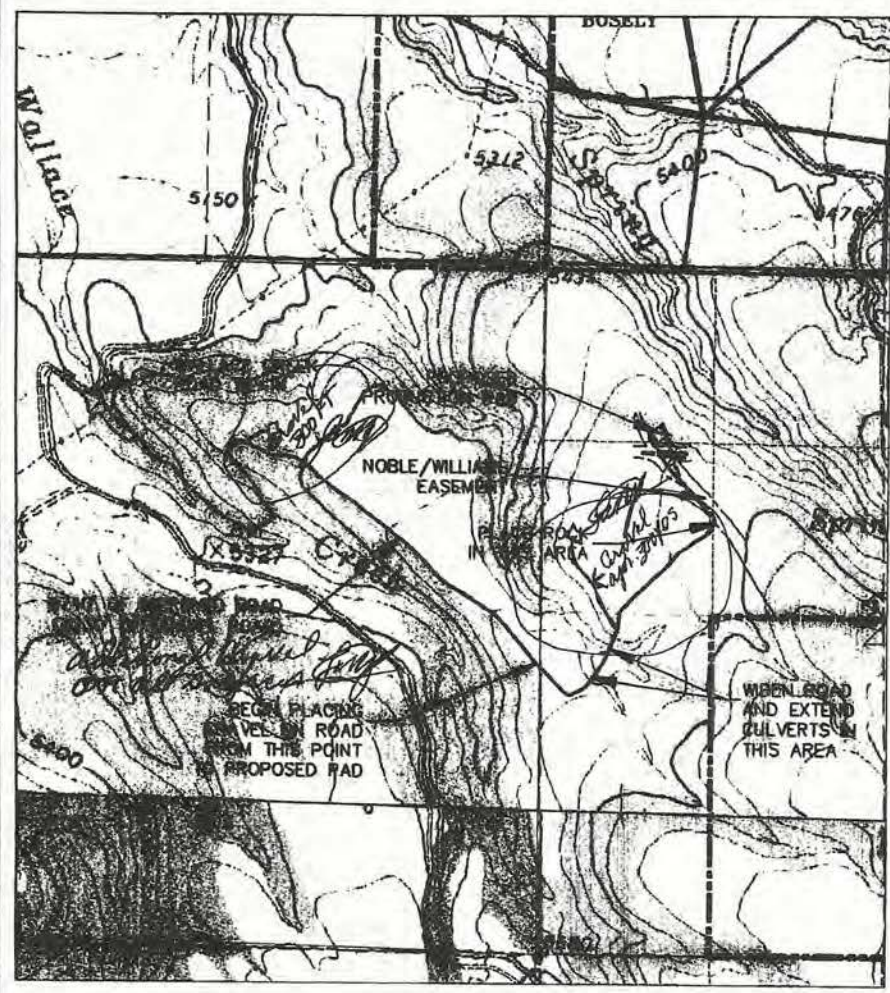
NOBLE ENERGY, INC.
 PRODUCTION PAD
 NW 1/4 SECTION 2
 T86 R36W

SCALE: 1" = 100' SHEET: 1 OF 2

Reception#: 741841
01/25/2008 04:45:03 PM Jean Alberico
4 of 4 Rec Fee:\$21.00 Doc Fee:0.00 GARFIELD COUNTY CO

ADD GRAVEL ON ALL ROADS
AND GRAVEL 2 small side ROADS
LDK

SUPPLEMENTAL PLAT
PAD ACCESS



CONSTRUCTION SURVEYS, INC.
8812 SUNRISE BLVD.
SILT, CO 81652
870-876-5753

NOBLE
PROPOSED ACCESS TO
PRODUCTION FACILITY
NW 1/4 SEC 2 T86 R96W

SCALE: 1" = 1000'

SHEET: 2 OF 2

ATT IRENE WARD

MINERAL DEED

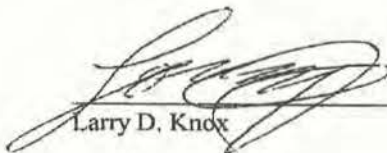
LARRY D. KNOX, whose address is 1600 Airway Road, Lebanon, Oregon, 97355, in consideration of the payment of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, sells and conveys to LARRY D. KNOX and DANNA B. KNOX, as joint tenants, whose address is 1600 Airway Road, Lebanon, Oregon, 97355, an undivided five-eighths (5/8) interest in and to oil, gas, and other minerals, including but not limited to gas and methane gas produced from coals, underlying and that may be produced from the following described lands situated in Garfield and Mesa County, State of Colorado, to wit:

Lot 4, the S 1/2 of the NW 1/4, and the W 1/2 of the SW 1/4, Section 2, Township 8 South, Range 96 West of the 6th P.M., and the East 10 acres of the NE 1/4 of the SE 1/4 of Section 3, Township 8 South, Range 96 West of the 6th P.M., Lot 1, and the S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 3, Township 8 South, Range 96 West of the 6th P.M.

Containing 255 mineral acres, more or less, all together with the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating, and developing said lands for oil, gas and other minerals, and transporting and marketing the same therefrom.

TO HAVE AND TO HOLD the described mineral rights with all and singular the rights, privileges, and appurtenances thereto or in any way belonging to the said Grantees herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

DATED: 02-16-09, 2009.

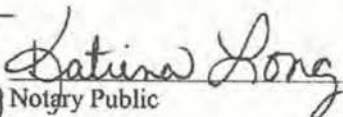

Larry D. Knox

STATE OF OREGON)
) ss.
COUNTY OF Linn)

The foregoing instrument was acknowledged before me this 16 day of Feb, 2009, by Larry D. Knox.

WITNESS my hand and official seal.

My commission expires: Jan 13, 2011


Notary Public



Reception#: 771936
07/23/2009 02:40:04 PM Jean Albe
1 of 7 Rec Fee: \$76.00 Doc Fee: 0.0

Reception#: 772187
07/28/2009 10:18:16 AM Jean Alberico
1 of 9 Rec Fee: \$86.00 Doc Fee: 0.00 GARFIELD COUNTY CO

MEMORANDUM OF SURFACE USE, ACCESS AND RIGHT-OF-WAY AGREEMENT

WHEREAS, on this ^{Sax} 22nd day of ^{July} ~~March~~, 2009, **Dean M. Knox, Life Tenant, Roger Lee Knox and Sandra A. Knox, remainderman, Michael D. Knox and Raynell J. Knox**, ("Surface owner"), and **Mark M. Knox and Tracey Knox**, ("Surface Owner"), c/o Roger Lee Knox whose mailing address is 2739 County Road 306, Parachute, Colorado 81653, **Larry D. Knox**, acting by and through his Attorney-in-Fact, Michael D. Knox ("Surface Owner"), **Danna B. Knox, a/k/a Dana B. Knox**, acting by and through her Attorney-in-Fact, Michael D. Knox ("Surface Owner") parties of the first part, and Laramie Energy II, LLC, a Limited Liability Company of the State of Delaware, with offices at 1512 Larimer Street, Denver, Colorado 80202 entered into that certain Surface Use, Access and Right-of-Way Agreement ("Agreement") covering the following described lands located in Garfield County, State of Colorado:

Township 8 South, Range 96 West, 6th P.M.

Section 2: NW/4SW/4, SW/4SW/4

Less and except 5.0 acres in SW corner described in Bk 1135 Pg 287.

Section 3: S/2NE/4, E/2SE/4,

Less and except that portion of the NE/4SE/4 described in that certain deed recorded at Reception No. 314808, in Book 571, Page 834, of the records of Garfield County, State of Colorado, described as follows:

Beginning at the Northwest Corner of the said NE/4SE/4; thence due East 540 feet; thence South 80 2/3 feet; thence West 540 feet; thence North 80 2/3 feet to the place of beginning. Said excepted parcel containing 1.0 acre.

Less and except the West ten acres of the SE/4SE/4

hereinafter called the "Property"; (see attached Exhibit A Pad & Access Agreement) and

WHEREAS, said Agreement contains all required provisions and agreements as to Laramie's use of the above described lands for drilling and production of oil, gas and other minerals located on or under the above described lands.

Recorders Note "No Exhibit A Attached" 7-23-09 B22

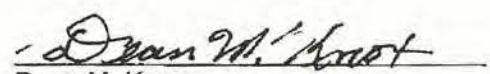
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07/23/2009 02:40:04 PM Jean Alberico
2 of 7 Rec Fee: \$76.00 Doc Fee: 0.00 GAR

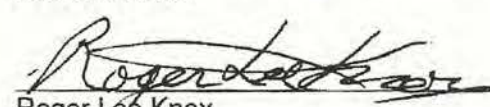
Reception#: 772187
07/28/2009 10:18:16 AM Jean Alberico
2 of 9 Rec Fee: \$86.00 Doc Fee: 0.00 GARFIELD COUNTY CO

This Memorandum of Surface Use, Access and Right-of-Way Agreement is intended to give public notice of the Agreement between **Dean M. Knox, Life Tenant, Roger Lee Knox and Sandra A. Knox, remainderman, Michael D. Knox and Raynell J. Knox, ("Surface owner")**, and **Mark M. Knox and Tracey Knox, ("Surface Owner")**, c/o Roger Lee Knox whose mailing address is 2739 County Road 306, Parachute, Colorado 81653, **Larry D. Knox**, acting by and through his Attorney-in-Fact, Michael D. Knox ("Surface Owner"), **Danna B. Knox, a/k/a Dana B. Knox**, acting by and through her Attorney-in-Fact, Michael D. Knox ("Surface Owner") parties of the first part, and Laramie Energy II, LLC as the Operator, and may be relied upon by all parties.

IN WITNESS WHEREOF, said parties have caused this Memorandum of Surface Use, Access, and Right-of-Way Agreement to be executed as of the date first hereinabove written.

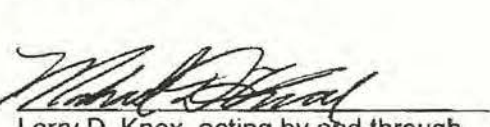
SURFACE OWNER

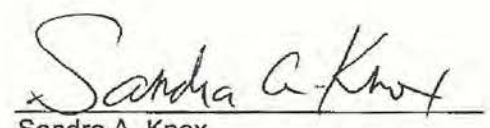

Dean M. Knox

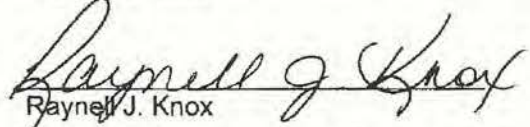

Roger Lee Knox

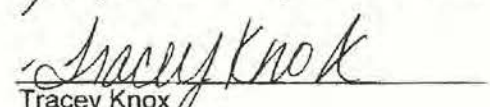

Michael D. Knox

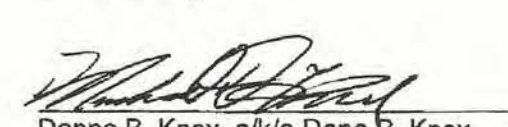

Mark M. Knox


Larry D. Knox, acting by and through his Attorney-in-Fact, Michael D. Knox


Sandra A. Knox


Raynell J. Knox


Tracey Knox


Danna B. Knox, a/k/a Dana B. Knox, Acting by and through her Attorney-in-Fact

Reception#: 771936
07/23/2009 02:40:04 PM Jean Albe
3 of 7 Rec Fee:\$76 00 Doc Fee:0.0

Reception#: 772187
07/26/2009 10:18:16 AM Jean Alberico
3 of 9 Rec Fee:\$86 00 Doc Fee:0.00 GARFIELD COUNTY CO

STATE OF Colorado)
) ss.
COUNTY OF Garfield)

The foregoing instrument was subscribed and sworn to before me on July 22, 2009, by Roger Lee Knox.

My commission expires: Jan 30, 2010

Witness my hand and seal.



Notary Public




STATE OF Colorado)
) ss.
COUNTY OF Garfield)

The foregoing instrument was subscribed and sworn to before me on July 22, 2009, by Sandra A. Knox.

My commission expires: Jan 30, 2010

Witness my hand and seal.



Notary Public



STATE OF Colorado)
COUNTY OF Garfield) ss.

The foregoing instrument was subscribed and sworn to before me on July 22, 2009, by Mark M. Knox.

My commission expires: Jan 31, 2010

Witness my hand and seal.


Notary Public



STATE OF Colorado)
COUNTY OF Garfield) ss.

The foregoing instrument was subscribed and sworn to before me on July 22, 2009, by Tracey Knox.

My commission expires: Jan 31, 2010

Witness my hand and seal.


Notary Public



Reception#: 771936
07/23/2009 02:40:04 PM Jean A
7 of 7 Rec Fee:\$76.00 Doc Fee:1

Reception#: 772187
07/28/2009 10:18:16 AM Jean Alberico
7 of 9 Rec Fee:\$86.00 Doc Fee:0.00 GARFIELD COUNTY CO

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The forgoing instrument was subscribed and sworn to before me on July 23, 2009 by Kenneth G. Leis, Attorney-in-Fact for Laramie Energy II, LLC, a Delaware limited liability company on behalf of said company.

WITNESS my hand and official seal.
My Commission Expires: Jan 30, 2010

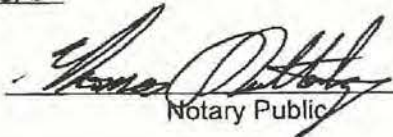
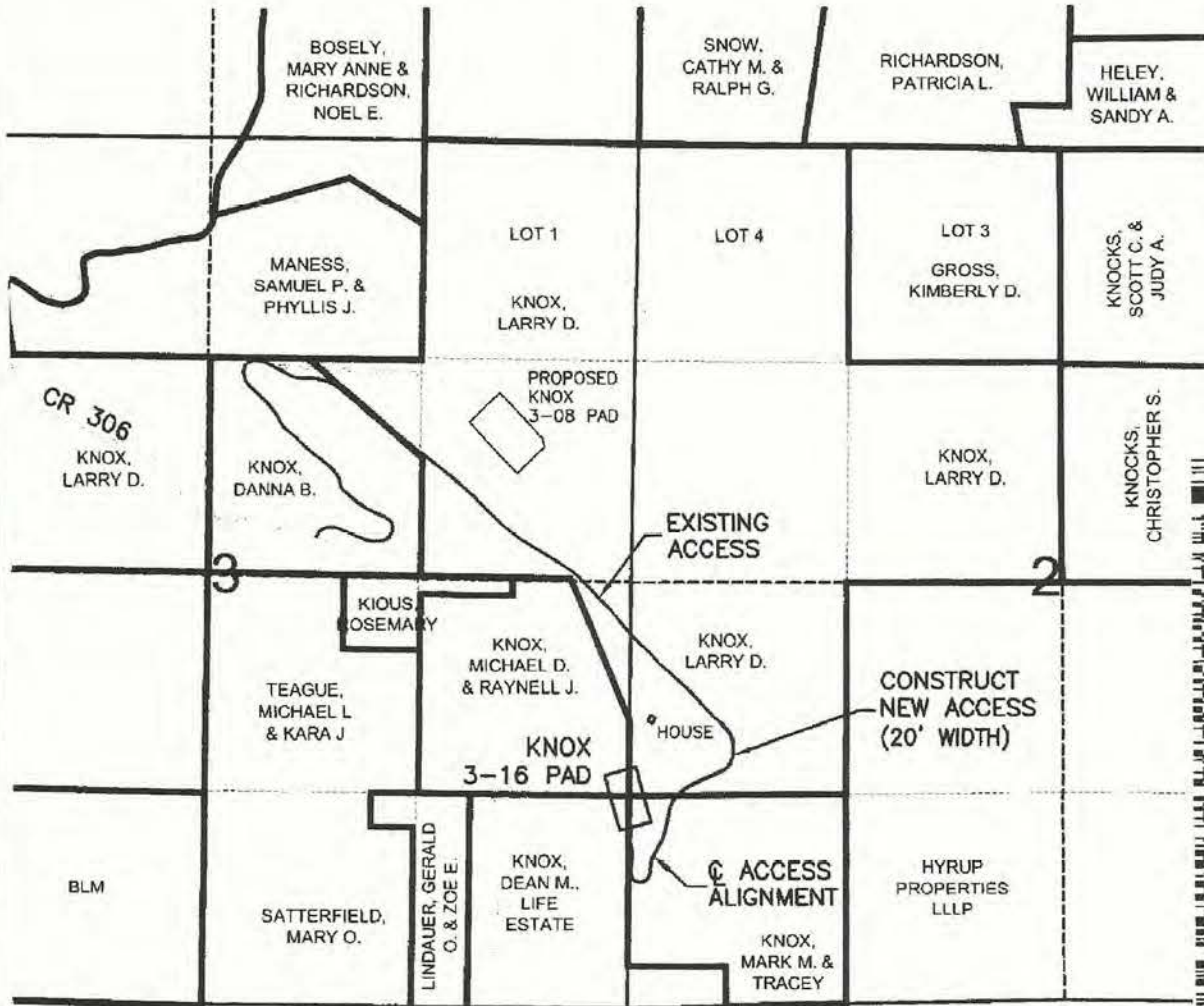

Notary Public



EXHIBIT "A"

PAD LOCATION & ACCESS ROAD ALIGNMENT



N 88°57'47" E 2705.84'

APPROXIMATE ACCESS ROAD ACREAGE (20' WIDTH):

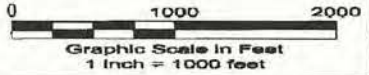
- DANNA KNOX: EXISTING ACCESS ±1.4 ACRES
- LARRY KNOX: EXISTING ACCESS ±1.3 ACRES
- LARRY KNOX: PROPOSED ACCESS ±0.3 ACRES
- MARK & TRACEY KNOX: PROPOSED ACCESS ±0.4 ACRES
- DEAN KNOX, LIFE ESTATE: PROPOSED ACCESS <0.1 ACRES

TOTAL=3.4 ACRES

NOTE: SUBJECT TO
ASBUILT SURVEYS

Sheet 1 of 2

7/16/09



LAND SURVEYING AND MAPPING
520 STACY COURT SUITE "B"
LAFAYETTE, CO. 80026
Ph 303 666 0379 Fx 303 665 6320

LARAMIE ENERGY II LLC
KNOX 3-16 PAD

E1/2 SE1/4 SEC. 3 T8S R96W
W1/2 SW1/4 SEC. 2 T8S R96W
6th PM GARFIELD COUNTY COLORADO



Receipt #: 772187
 Jean Alberico
 07/28/2009 10:18:16 AM
 8 of 9 Rec Fee:\$66.00 Doc Fee:0.00 GARFIELD COUNTY, CO

DATE: Jul 20, 2009 10:18:16 AM
 USER: jls
 0:02:20.94
 3-16 ACCESS ZONED EDITION 2

Affidavit of Surface Facilities

WHEREAS, Larry D. Knox and Danna B. Knox ("Owners") granted EnCana certain rights to a twenty-five feet (25.0') by twenty-five feet (25.0') surface facility in the SE/4NW/4 of Section 3 in Township 8 South, Range 96 West, on April 22, 2005, recorded in Book 1781 on Page 436, in the records of Garfield County, Colorado;

WHEREAS, Owners granted EnCana certain rights to five (5) additional twenty-five feet (25.0') by twenty-five feet (25.0') surface facilities in the SE/4NW/4 of Section 3 in Township 8 South, Range 96 West, on October 28, 2005, recorded in Book 1781 on Page 439, in the records of Garfield County, Colorado;


WHEREAS, EnCana has, in accordance with the foregoing agreements, constructed above ground facilities within the six (6) sites granted above and the parties wish to clarify the locations of the six (6) sites as shown on Exhibit A hereto;

NOW THEREFORE, EnCana and Owners acknowledge and agree that the above summary is a true and correct description of the surface facilities and Exhibit A attached hereto is a true and correct depiction of such facilities. All terms and conditions are to remain valid and unchanged.

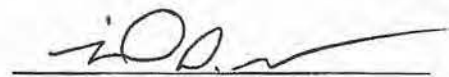
Executed this 6th day of July, 2009:

Owners

EnCana Oil & Gas (USA) Inc.



Michael D. Knox
Attorney-in-Fact and Agent for Larry
D. Knox and Danna B. Knox



Ricardo D. Gallegos
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO §
CITY/COUNTY GARFIELD §

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Knox, Attorney-in-Fact and Agent for Larry D. Knox and Danna B. Knox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 21st day of July, 2009.

My Commission expires:

09-12-09



Joe Haney
Notary Public in and for the State of Colorado

STATE OF COLORADO §
CITY AND COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Ricardo D. Gallegos, Attorney-in-Fact for ENCANA OIL & GAS (USA) INC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 6th day of July, 2009.

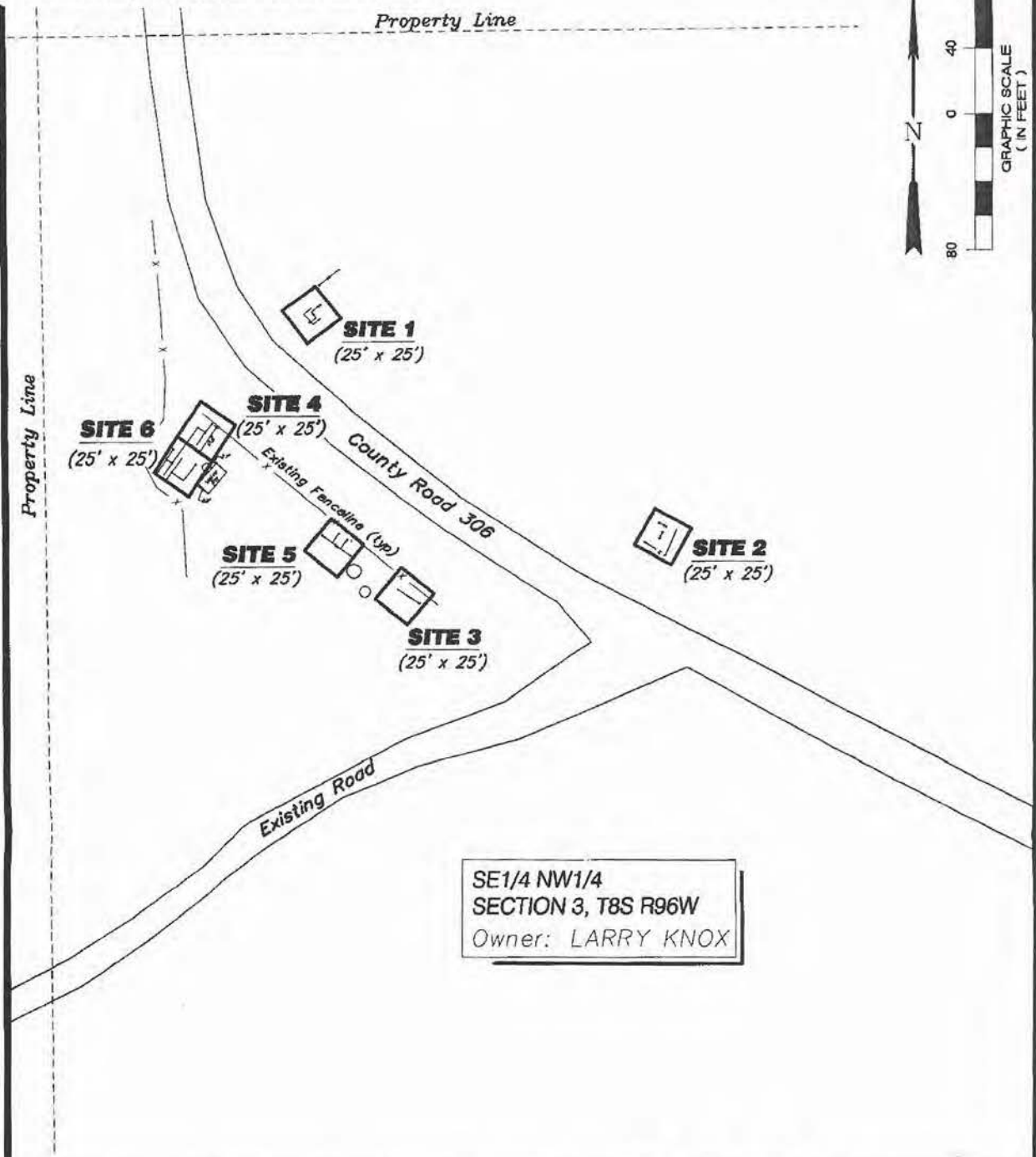
My Commission expires:


3/25/13



April Jackson
Notary Public in and for the State of Colorado

My Commission Expires 03/25/2013



CLIENT: EnCana Oil & Gas (USA) Inc.		DESCRIPTION: SITE AS-BUILTS	
		LOCATED WITHIN L. KNOX PROPERTY IN THE SE1/4 NW1/4 OF SECTION 3, T8S, R96W, GARFIELD COUNTY, COLORADO	
SCALE: AS SHOWN	REVISION:	DRAWN BY: CJT	DATE DRAWN: 4/28/09 PROJECT NUMBER: 09-04-08
SURVEYED BY: 	WASATCH SURVEYING ASSOCIATES 906 MAIN STREET, EVANSTON, WY 82930 (307) 789-4545		EXHIBIT A SHEET 1 of 1

COLORADO AGENT'S AFFIDAVIT REGARDING POWER OF ATTORNEY

STATE OF COLORADO

County of Garfield

I, Michael D. Knox, whose address is 1600 County Road 306, Parachute, Colorado 81635, of lawful age, pursuant to sections 15-1-1302, 15-14-501, and 15-14-502, Colorado Revised Statutes, state upon my oath that I am the attorney-in-fact and agent for Larry D. Knox, principal, under the power of attorney dated 7-16-2009, a copy of which is attached hereto and incorporated herein by this reference, that as of this date I have no actual knowledge of the revocation or termination of the power of attorney by any act of the principal, or by the death, disability, or incompetence of the principal, that my authority has not been terminated by a decree of dissolution of marriage or legal separation, and that to the best of my knowledge the power of attorney has not been so terminated and remains valid, in full force and effect.

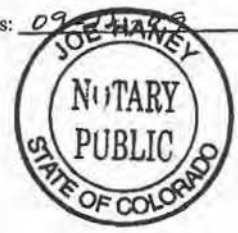
Dated: 7-21-2009

Michael D. Knox
Michael D. Knox

The foregoing Affidavit was subscribed and sworn to before me on July 21, 2009, by Michael D. Knox, Agent.

Witness my hand and official seal.

My commission expires: 09-21-2010



Joe Haney
Notary Public



Reception#: 795002
 11/30/2010 12:08:00 PM Jean Alberico
 1 of 6 Rec Fee: \$35.00 Doc Fee: \$ 0.00 GARFIELD COUNTY CO

RIGHT-OF-WAY EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to **Larry D. Knox and Danna Knox** (hereinafter referred to as **GRANTOR**, whether one or more), the receipt and sufficiency of which is hereby acknowledged, whose mailing address is 1600 Airway Road, Lebanon, OR 97335 by Encana Oil & Gas (USA) Inc., whose mailing address is 370 17th Street, Suite 1700, Denver, CO 80202, (hereinafter referred to as **GRANTEE**), **GRANTOR** hereby grants, sells, conveys and warrants to **GRANTEE**, its successors and assigns, a permanent easement, (30) thirty feet in width, for the purpose at any time and from time to time to lay, locate, construct, maintain, inspect, alter, repair, operate, protect, change the size of, replace, relocate, mark, remove and/or abandon in place, two (2) pipelines and appurtenances, equipment and facilities useful or incidental thereto, including, but not limited to, valves, metering and corrosion control equipment, and any above-ground appurtenances, as may be necessary or convenient, for the transportation of natural gas, petroleum, petroleum products and derivatives thereof and any other liquids, gases, or substances which can be transported through pipelines, upon and along a route to be selected by **GRANTEE** on, over, across and through lands owned by **GRANTOR**, or in which **GRANTOR** has an interest, situated in **Garfield County**, State of **Colorado** described as follows:

Township 8 South, Range 96 West, 6th P.M.

- Section 2: Lot 4
- Section 2: SW4NW4
- Section 3: SE4NE4
- Section 3: SW4NE4
- Section 3: SE4NW4

and being the same land described in those certain Deeds recorded in Book 1028, Page 523, and Book 1187, Page 834, and Book 1455, Page 702 of the Clerk's office of said County, to which reference is made for further description. In addition to the (30) thirty feet permanent easement area as defined above, **GRANTOR** grants to **GRANTEE** a temporary easement (45) forty-five feet in width adjacent to the permanent easement, for the purpose of enabling **GRANTEE** to initially construct the pipeline. After the post-construction cleanup following the initial pipeline construction, the permanent easement area shall be limited to a strip (30) thirty feet wide as referenced above. The permanent easement, located on the above described lands is generally described on Exhibit A, Pages 1, 2, and 3 attached hereto and made a part hereof. Exhibit A attached hereto is not intended to show the final location of the easement or pipeline as actually constructed; the actual location of the easement will extend (15) fifteen feet on each side of the centerline of the pipeline as actually laid.

GRANTOR further grants and conveys unto **GRANTEE** the right of unimpaired ingress and egress on, over, across and through the above-described lands including other lands owned, leased or claimed by **GRANTOR** which are adjacent thereto or contiguous therewith for all purposes necessary or incidental to the exercise of the rights herein granted, with the further right of entry to maintain the easement herein granted clear of trees, undergrowth, brush, structures, and any other items, to the extent **GRANTEE** deems necessary in the exercise of the rights granted herein. **GRANTEE** shall not be liable for damages caused by keeping said easement clear of trees, undergrowth, brush, structures, or any other obstructions.

GRANTOR shall have the right to use and enjoy the above-described premises; provided however, **GRANTOR** shall not exercise such use and enjoyment in a manner that will impair or interfere with the

Reception#: 795802
11/26/2010 12:00:00 PM Jean Alberico
2 of 6 Rec Fee:\$35.00 Doc Fee:5.00 WARFIELD COUNTY CO

exercise by GRANTEE of any of the rights herein granted. GRANTOR agrees not to change the grade over the pipeline constructed hereunder and shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or any other type of structure over or on said easement.

GRANTEE agrees at the time of construction to bury said pipeline to such depth as will not interfere with lands under cultivation, and in accordance with applicable Federal and State regulations. Following installation of the pipeline, GRANTEE agrees to restore the ground as nearly as is practicable, to its condition prior to the installation of the pipeline and in accordance with Federal regulations.

GRANTEE shall, at its sole expense, keep the lands subject to the easement granted herein free and clear of all liens and encumbrances resulting from GRANTEE'S and its agents' activities on the said lands and shall indemnify and hold harmless GRANTOR from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorneys' fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished with respect to or by GRANTEE and/or GRANTEE'S agent.

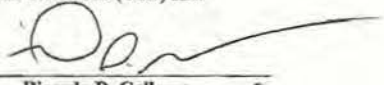
TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the right and easement herein granted, or any one of them shall be used by, or useful to GRANTEE for the purposes herein granted and the provisions of this agreement are to be considered a covenant that runs with the land herein described and GRANTOR hereby binds themselves, their heirs, executors and administrators, and their successors and assigns to warrant and forever defend this right of way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof. The easement and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part. It is agreed that any payment due hereunder may be made direct to said GRANTOR or any one of them (if more than one).

Section 1445 Certification – Under penalties of perjury, the undersigned Grantors hereby certify that they are not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of U.S. income taxation.

EXECUTED as of this day 15TH of September, 2010.


Michael D. Knox POA for Larry D. Knox


Michael D. Knox POA for Danna Knox

Encana Oil & Gas (USA) Inc.
By: 
Ricardo D. Gallegos
Attorney-in-Fact *RG*

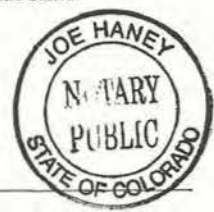
Reception#: 795002
11/30/2010 12:00:00 PM Jean Riberico
3 of 6 Rec Fee:\$36.00 Doc Fee:0.00 GARFIELD COUNTY CO

ACKNOWLEDGEMENTS

State of Colorado)
) §
County of Garfield)

On this 15th day of September, 2010, before me personally appeared Michael D. Knox, POA for Larry D. Knox and Danna Knox, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

(SEAL)



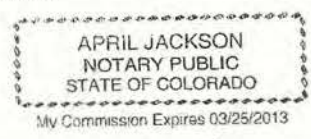
My commission expires: 9-30-13

Joe Haney
Notary Public

State of Colorado)
) §
City and County of Denver)

On this 11th day of November, 2010, before me personally appeared Ricardo D. Gallegos, Attorney-in-Fact for Encana Oil & Gas (USA), Inc., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

(SEAL)



My commission expires: 3/25/13

April Jackson
Notary Public

Reception #: 795082
 11/30/2010 12:00:00 PM Jean Alberico
 4 of 6 Rec Fee: \$36.00 Doc Fee: 0.00 GARFIELD COUNTY CO

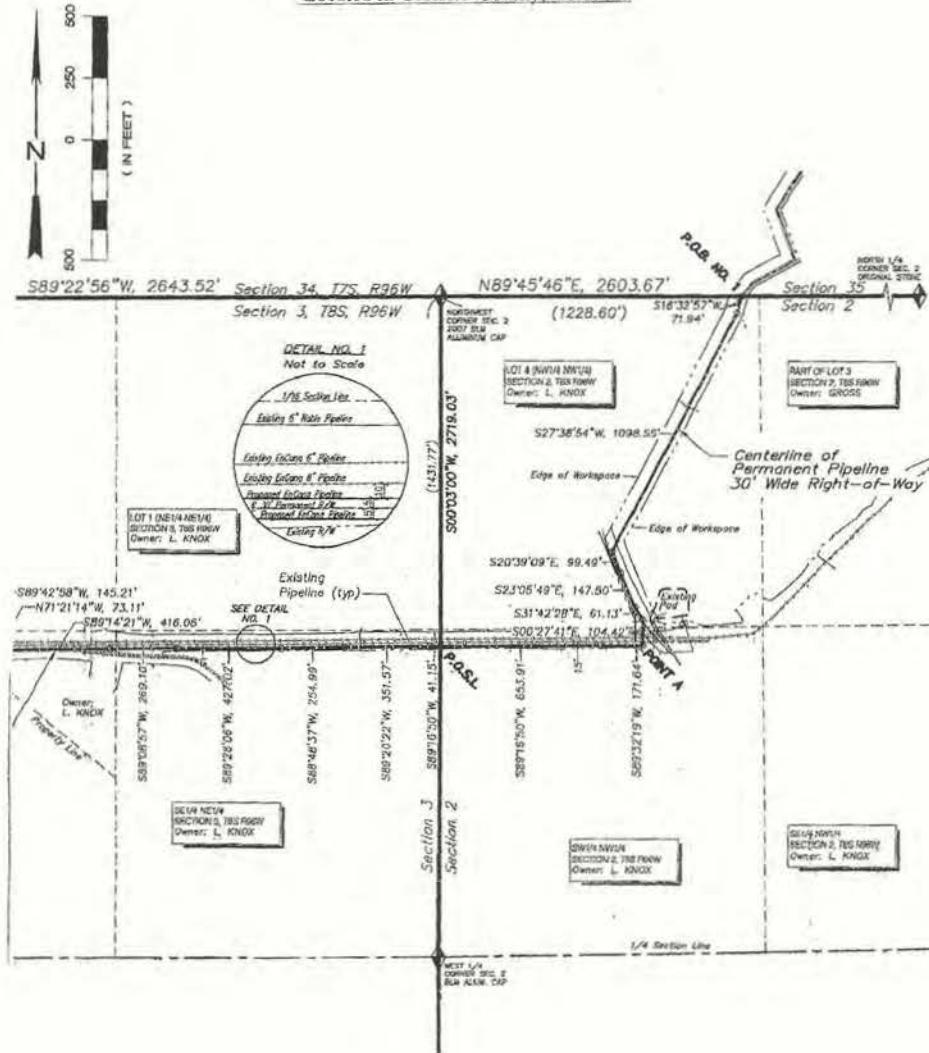
EXHIBIT "A"
 Page 1 of 3

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry K. Knox and Danna Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

Township 8 South, Range 96 West, 6th P.M.

- Section 2: Lot 4
- Section 2: SW4NW4
- Section 3: SE4NE4
- Section 3: SW4NE4
- Section 3: SE4NW4

Located in Garfield County, Colorado



Reception #: 795082
 11/30/2010 12:00:00 PM Jean Ribarico
 5 of 6 Rec Fee: \$36.00 Doc Fee: 0.00 GARFIELD COUNTY CO

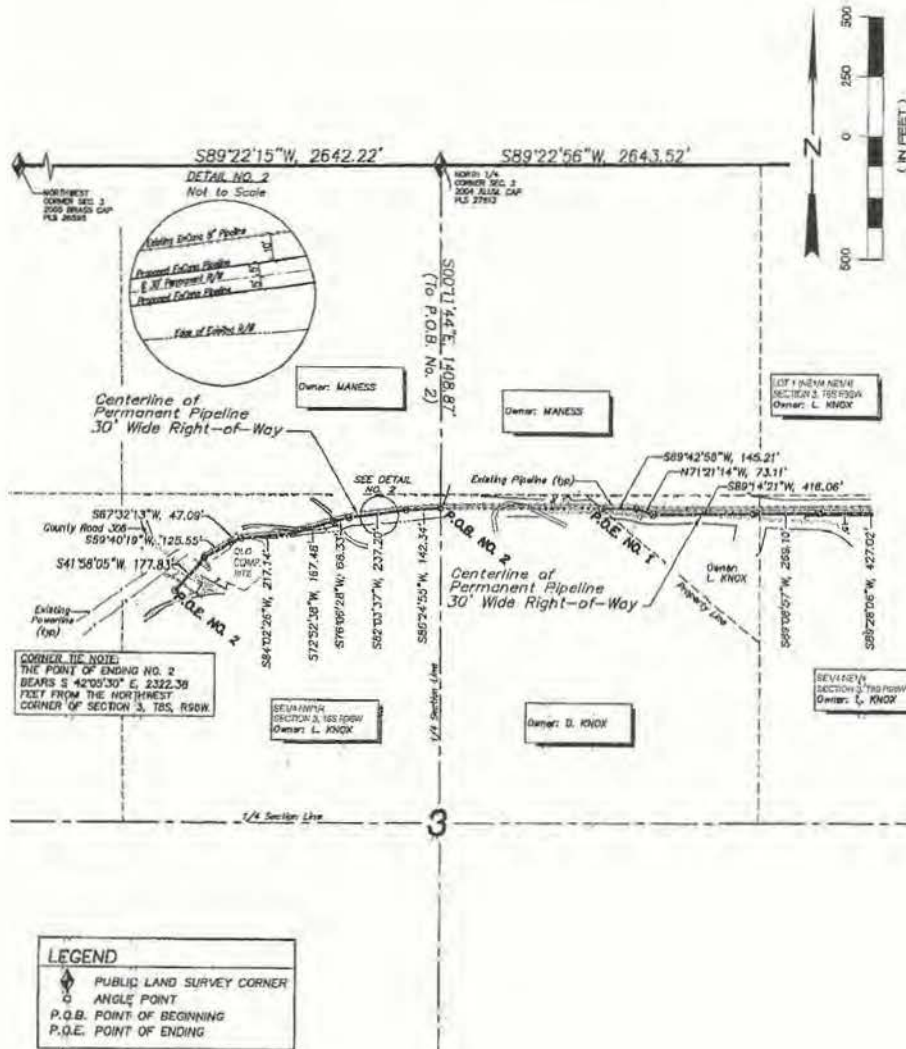
EXHIBIT "A"
 Page 2 of 3

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry K. Knox and Danna Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

Township 8 South, Range 96 West, 6th P.M.

- Section 2: Lot 4
- Section 2: SW4NW4
- Section 3: SE4NE4
- Section 3: SW4NE4
- Section 3: SE4NW4

Located in Garfield County, Colorado



Reception#: 795002
 11/30/2018 12:00:00 PM Jean Ribarico
 5 of 6 Rec Fee:\$36.00 Doc Fee:0.00 GARFIELD COUNTY CO

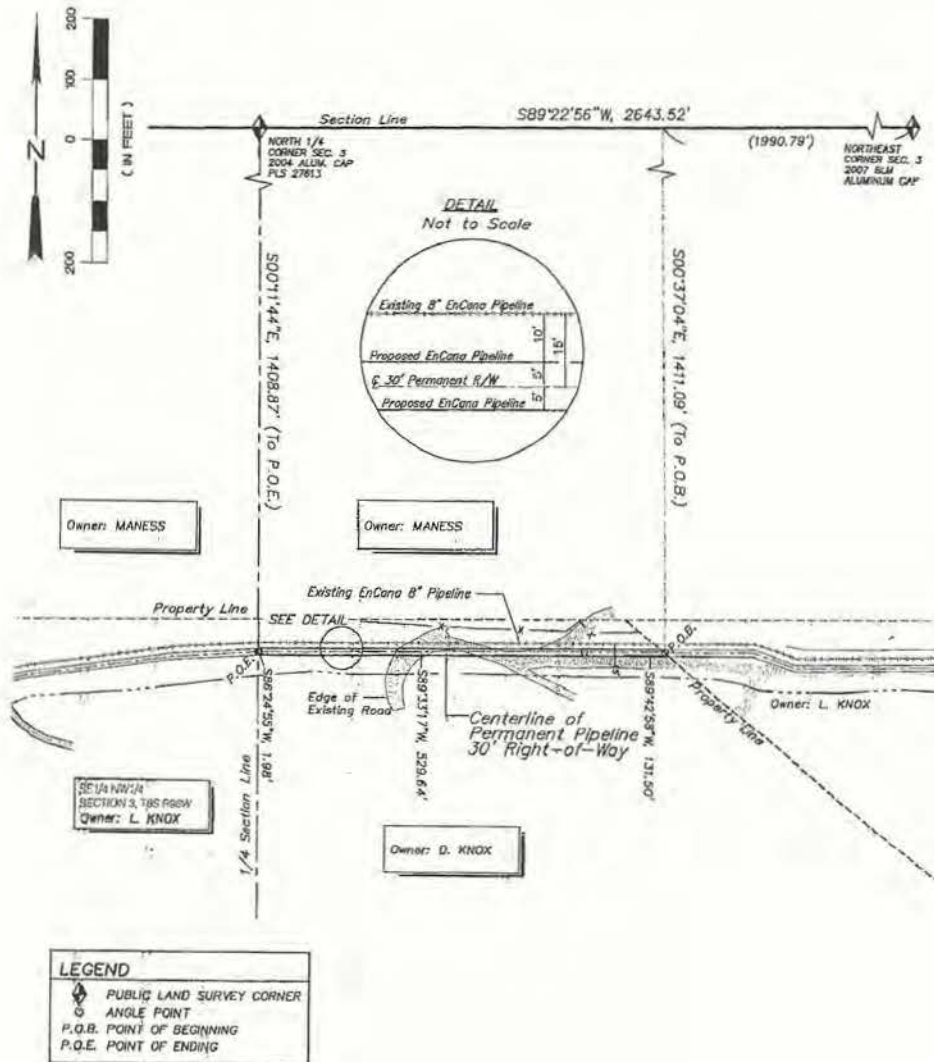
EXHIBIT "A"
 Page 3 of 3

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry K. Knox and Danna Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

Township 8 South, Range 96 West, 6th P.M.

Section 2: Lot 4
 Section 2: SW4NW4
 Section 3: SE4NE4
 Section 3: SW4NE4
 Section 3: SE4NW4

Located in Garfield County, Colorado



Reception#: 820776
06/29/2012 01:47:48 PM Jean Alberico
1 of 9 Rec Fee:\$51.00 Doc Fee:0.00 GARFIELD COUNTY CO

**CORRECTION OF DESCRIPTION
IN PIPELINE RIGHT-OF-WAY AGREEMENT**

WHEREAS, under date of September 15, 2010, Larry D. Knox and Danna Knox, together as Grantor, executed and delivered to Encana Oil & Gas (USA) Inc., Grantee, A Pipeline Right-of-Way Agreement ("Agreement") that was recorded at Reception number 795002, of the records of Garfield County, Colorado and which Agreement covered certain lands situate in said Garfield County, Colorado;


AND WHEREAS, the Exhibit A attached to said Agreement was incomplete and indefinite and the lands intended to be covered by said Agreement are more accurately described on the Exhibit A attached hereto and incorporated herein by reference;

AND WHEREAS, the Agreement incorrectly stated the name of Grantor Danna Knox and the correctly stated name should be Danna B. Knox who is one and same person;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor and Grantee agree to amend and correct the Agreement as above set forth and hereby agree to delete the Exhibit A to the Agreement and insert in it's stead the Exhibit A attached hereto and further agree that Danna Knox should be Danna B. Knox. Grantor and Grantee ratify and adopt the Agreement as amended herein and agree that in all other respects said Agreement remains unchanged and in full force and effect.

WITNESS our hands and seals this 5th day of January, 2012.

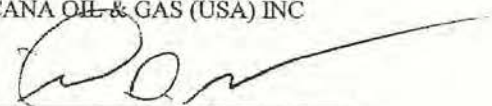
GRANTOR:


Larry D. Knox, by Michael D. Knox, Attorney in Fact


Danna B. Knox, by Michael D. Knox, Attorney-in-Fact

GRANTEE:

ENCANA OIL & GAS (USA) INC


Ricardo D. Gallegos, Attorney-in-Fact

Reception#: 820776
 06/29/2012 01:47:48 PM Jean Alberico
 3 of 9 Rec Fee:\$51.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT "A" Page 1 of 7

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

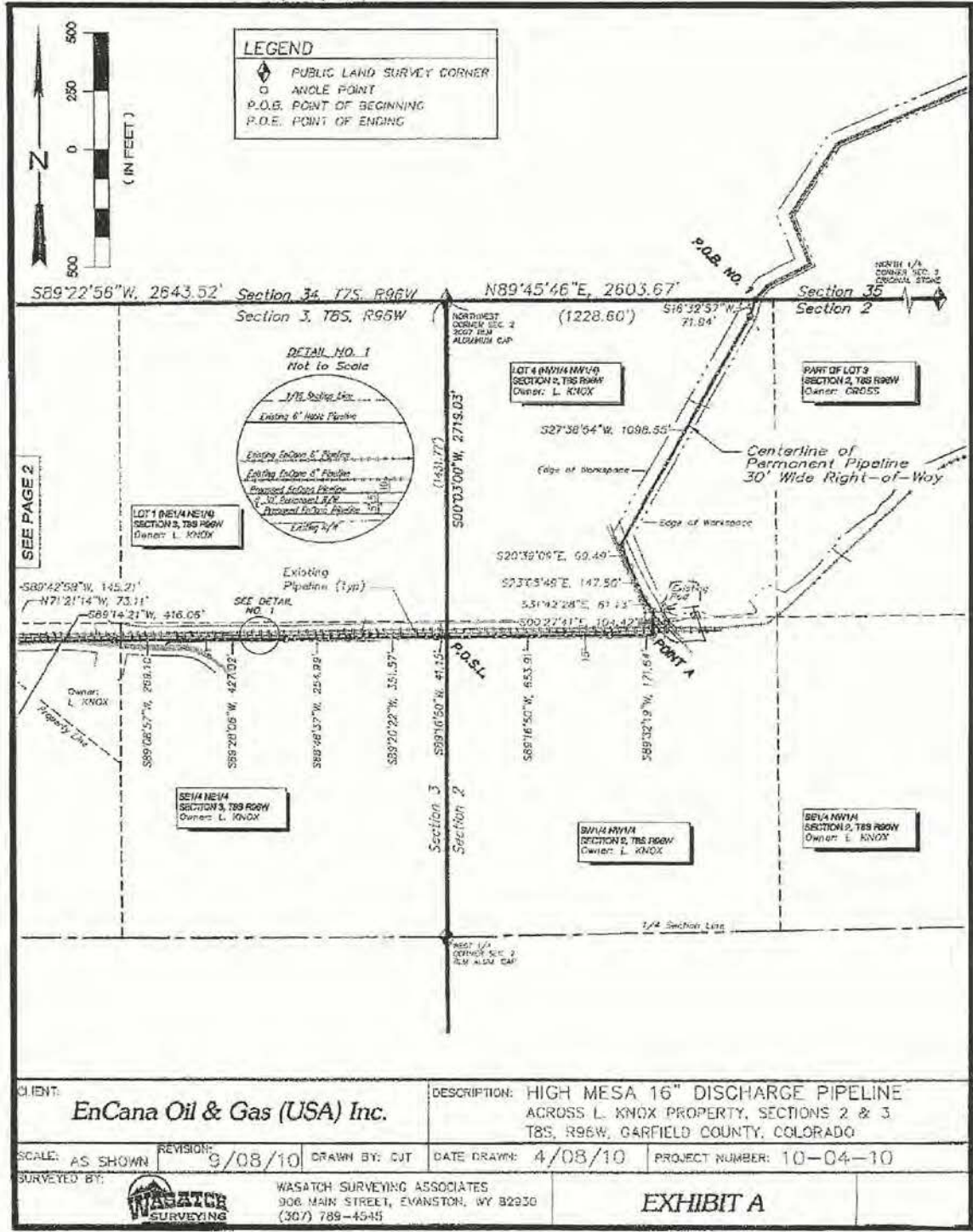


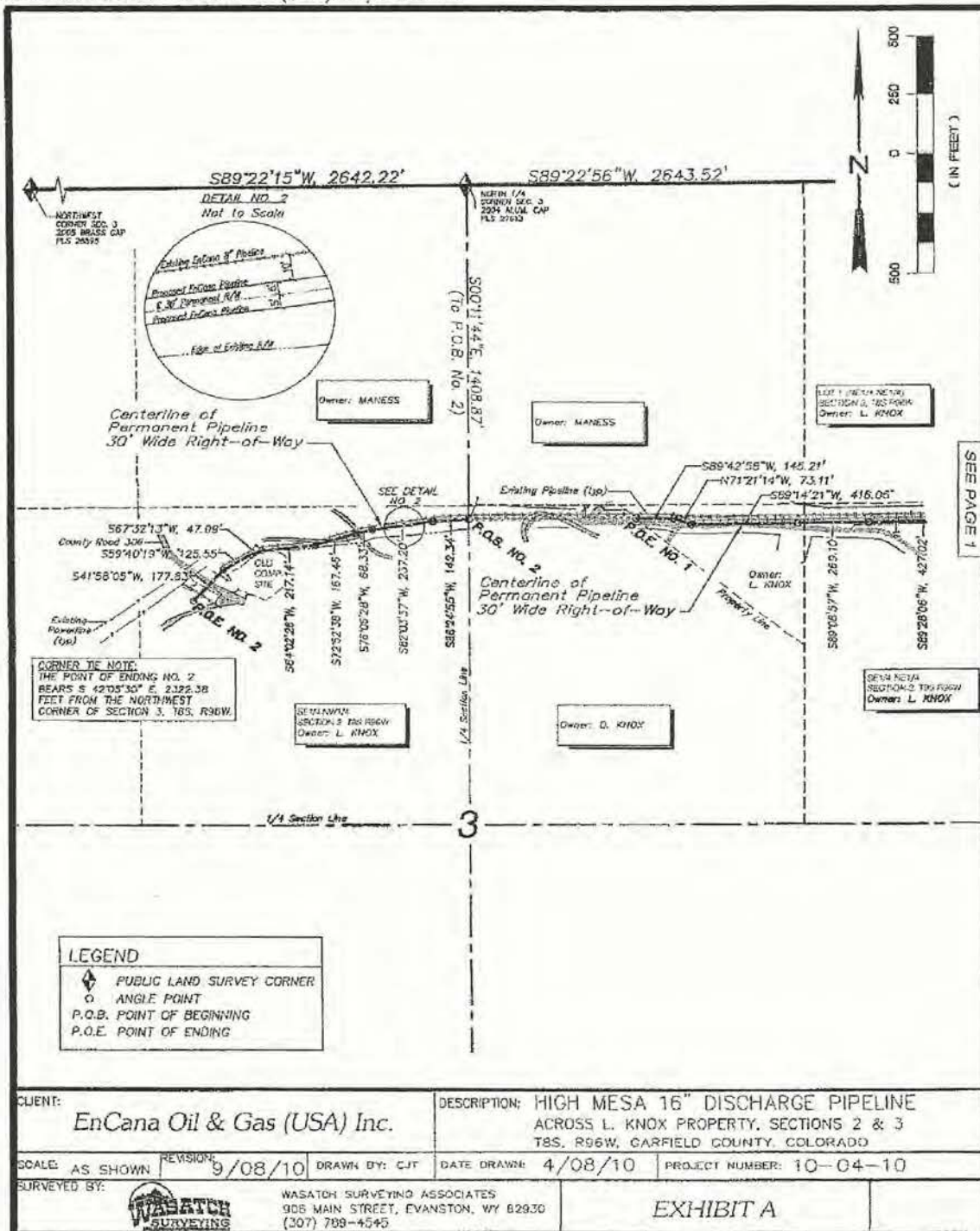
EXHIBIT A



Reception#: 820776
 06/29/2012 01:47:48 PM Jean Riberico
 4 of 9 Rec Fee:\$51.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT "A" Page 2 of 7

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.



Reception#: 820776
 06/29/2012 01:47:48 PM Jean Alberico
 5 of 9 Rec Fee: \$51.00 Doc Fee: 0.00 GARFIELD COUNTY CO

EXHIBIT "A" Page 3 of 7

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

LEGAL DESCRIPTION

A pipeline right-of-way located in Lot 4 & the SW1/4 NW1/4 of Section 2, & the S1/2 N1/2 of Section 3, T8S, R96W, 6TH P.M., Garfield County, Colorado, the centerline of said right-of-way being more particularly described as follows:

Commencing at the Northwest corner of said Section 2 and running thence N 89°45'46" E, 1228.60 feet along the north line thereof to the POINT OF BEGINNING No. 1;
 thence S 16°32'57" W, 71.94 feet; thence S 27°38'54" W, 1098.55 feet;
 thence S 20°39'09" E, 99.49 feet; thence S 23°05'49" E, 147.50 feet;
 thence S 31°42'28" E, 61.13 feet; thence S 00°27'41" E, 104.42 feet to a point to be known as "Point A";
 thence S 89°32'19" W, 171.64 feet; thence S 89°10'50" W 553.91 feet to a point lying on the East line of said Section 3, said point lying S 00°03'00" W, 1431.77 feet from the Northeast corner thereof;
 thence continuing S 89°16'50" W, 41.15 feet; thence S 89°20'22" W, 351.57 feet;
 thence S 68°40'37" W, 254.99 feet; thence S 89°28'05" W, 427.02 feet;
 thence S 89°08'57" W, 269.10 feet; thence S 89°14'21" W, 416.06 feet;
 thence N 71°21'14" W, 73.11 feet; thence S 89°42'58" W, 145.21 feet to the POINT OF ENDING of this portion of said centerline, said point lying on the line common to L. Knox & D. Knox properties.

Also, commencing at the North One-Quarter corner of said Section 3 and running thence S 00°11'44" E, 1408.87 feet along the North-South centerline of said Section 3, to the POINT OF BEGINNING No. 2;
 thence S 85°24'55" W, 142.34 feet; thence S 82°03'37" W, 237.20 feet;
 thence S 76°06'28" W, 68.33 feet; thence S 72°52'38" W, 167.46 feet;
 thence S 84°02'26" W, 217.14 feet; thence S 67°32'13" W, 47.09 feet;
 thence S 59°40'19" W, 125.55 feet; thence S 41°58'05" W, 177.83 feet to the POINT OF ENDING of this portion of said centerline, said point lying S 42°05'30" E, 2322.38 feet from the Northwest corner of said Section 3.

Said centerline being 5569.76 feet in length.

BASIS OF BEARING

The base bearing for this survey is N 89°45'46" E, 2603.67 feet between found monuments at the Northwest Corner and the North One-Quarter Corner of Section 2, T8S, R96W.

CERTIFICATE OF SURVEYOR

I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction for EnCana Oil & Gas (USA) Inc. and that the results of which are correctly shown hereon.



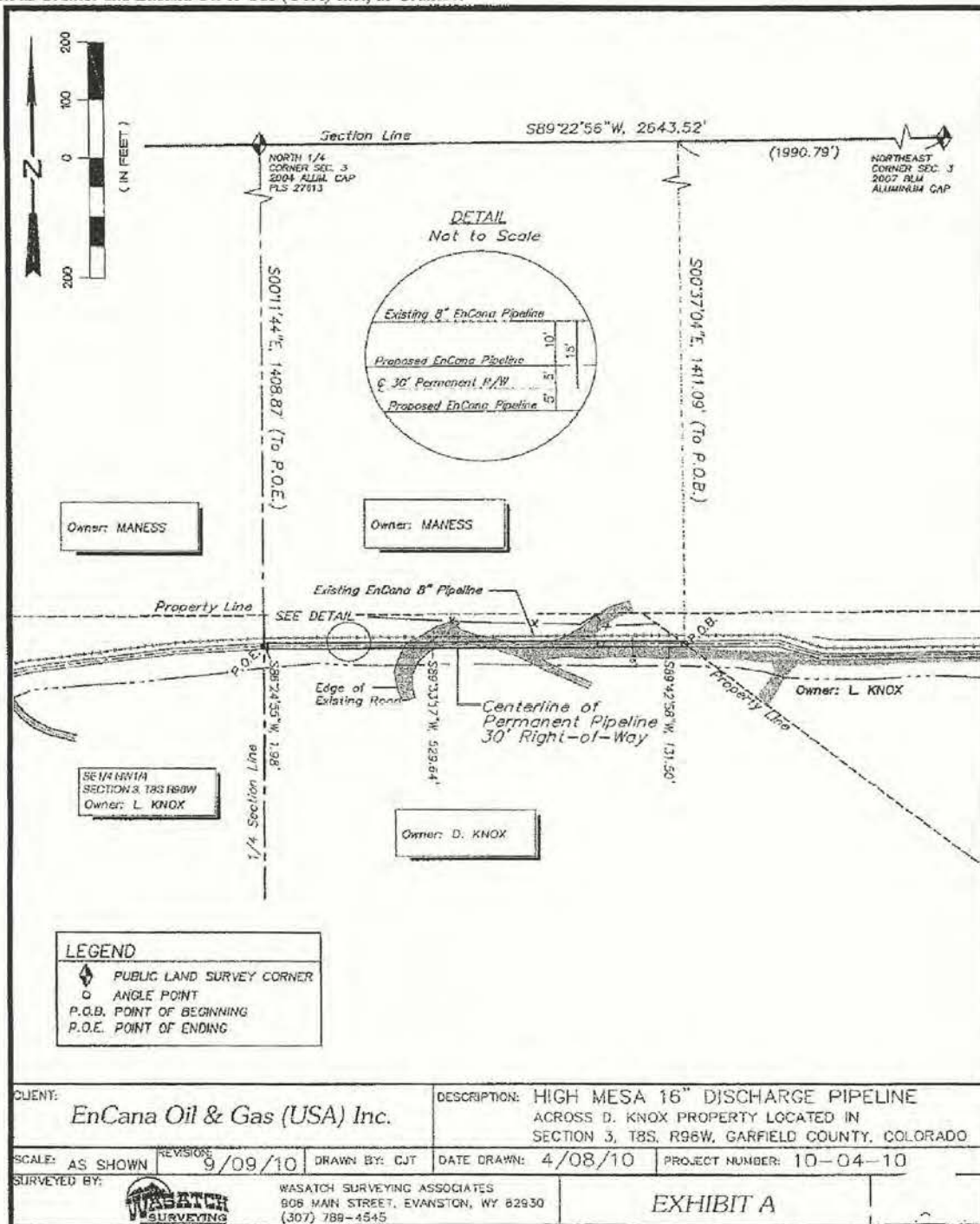
RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	SECTION	FEET	TOTAL
L. KNOX	Sec. 2, T8S R96W	2408.59	2408.59
	Sec. 3, T8S R96W	3161.17	3161.17
	Total		5569.76

CLIENT: EnCana Oil & Gas (USA) Inc.		DESCRIPTION: HIGH MESA 16" DISCHARGE PIPELINE ACROSS L. KNOX PROPERTY, SECTIONS 2 & 3 T8S, R96W, GARFIELD COUNTY, COLORADO	
SCALE: AS SHOWN	REVISION: 9/08/10	DRAWN BY: CJT	DATE DRAWN: 4/08/10 PROJECT NUMBER: 10-04-10
SURVEYED BY:	WASATCH SURVEYING ASSOCIATES 906 MAIN STREET, EVANSTON, WY 82930 (307) 789-4546		EXHIBIT A

Reception#: 820776
 06/29/2012 01:47:48 PM Jean Alberico
 5 of 9 Rec Fee: \$51.00 Doc Fee: 0.00 GARFIELD COUNTY CO

EXHIBIT "A" Page 4 of 7

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.



Reception#: 820776
 06/29/2012 01:47:48 PM Jean Alberico
 7 of 9 Rec Fee:\$51.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT "A" Page 5 of 7

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

LEGAL DESCRIPTION

A pipeline right-of-way located in the SW1/4 NE1/4 of Section 3, T8S, R96W, 6TH P.M., Garfield County, Colorado, the centerline of said right-of-way being more particularly described as follows:

Commencing at the Northeast corner of said Section 3 and running thence S 89°22'56" W, 1990.79 feet along the north line thereof, thence S 00°37'04" E, 1411.09 feet to the POINT OF BEGINNING; thence S 89°42'58" W, 131.50 feet; thence S 89°33'17" W, 529.64 feet; thence S 86°24'55" W, 1.98 feet to the POINT OF ENDING, said point lying on the West line of said SW1/4 NE1/4, S 00°11'44" E, 1409.87 feet from the North One-Quarter corner of said Section 3.

Said centerline being 663.12 feet in length.

BASIS OF BEARING

The base bearing for this survey is S 89°22'56" W, 2643.52 feet between found monuments at the Northeast Corner and the North One-Quarter Corner of Section 3, T8S, R96W.

CERTIFICATE OF SURVEYOR

I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction for EnCana Oil & Gas (USA) Inc. and that the results of which are correctly shown hereon.



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	SECTION	FEET	TOTAL
D. KNOX	Sec. 3, T8S R96W	663.12	663.12
		Total	663.12

CLIENT: **EnCana Oil & Gas (USA) Inc.** DESCRIPTION: HIGH MESA 16" DISCHARGE PIPELINE ACROSS D. KNOX PROPERTY LOCATED IN SECTION 3, T8S, R96W, GARFIELD COUNTY, COLORADO

SCALE: AS SHOWN REVISION: 9/09/10 DRAWN BY: CJT DATE DRAWN: 4/08/10 PROJECT NUMBER: 10-04-10

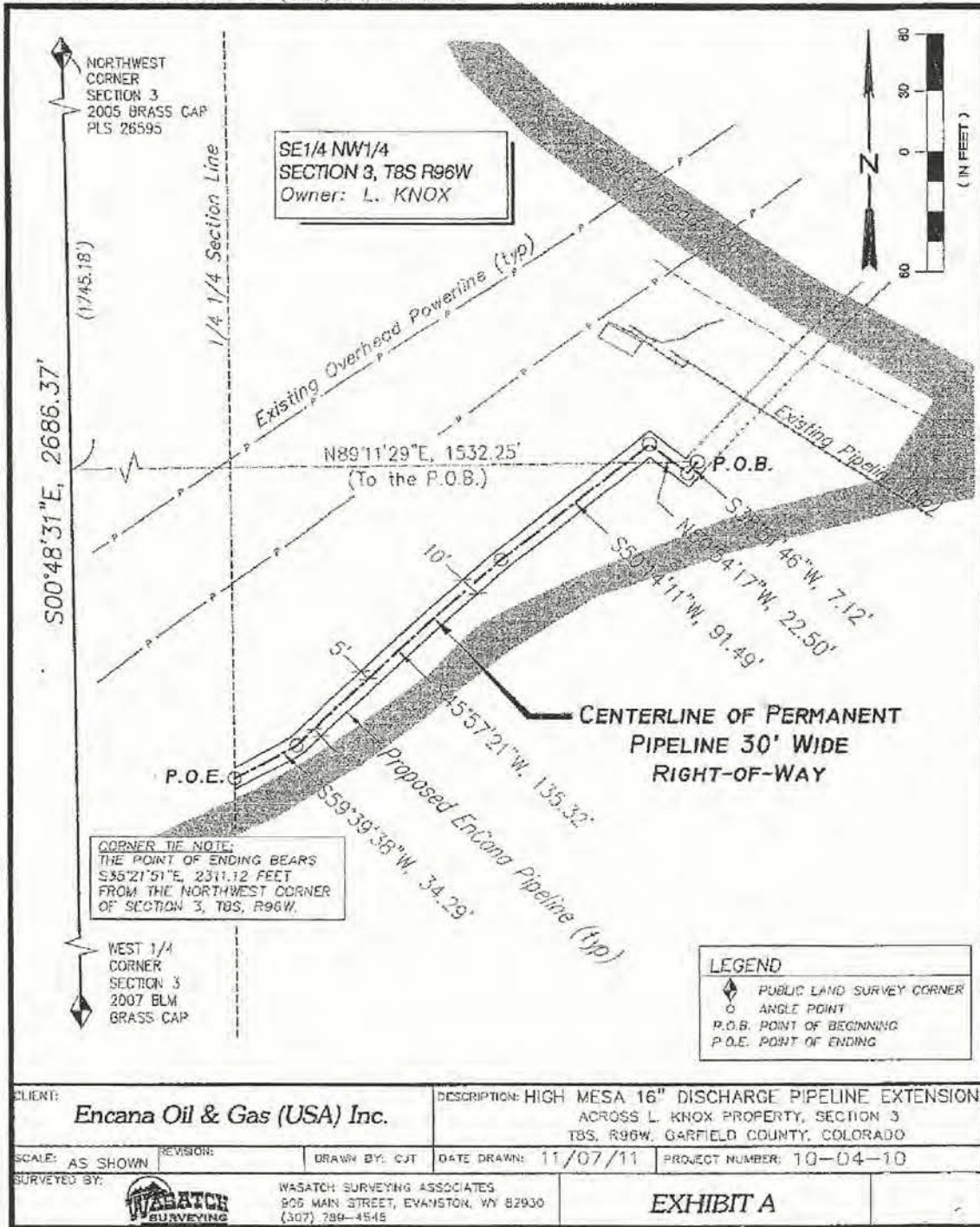
SURVEYED BY: WASATCH SURVEYING ASSOCIATES
 906 MAIN STREET, EVANSTON, WY 82930
 (307) 789-4545

EXHIBIT A

Reception #: 820776
 06/29/2012 01:47:48 PM Jean Alberico
 8 of 9 Rec Fee: \$51.00 Doc Fee: 0.00 GARFIELD COUNTY CO

EXHIBIT "A" Page 6 of 7

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.



Reception #: 820776
 06/29/2012 01:47:48 PM Jean Alberico
 9 of 9 Rec Fee: \$51.00 Doc Fee: 0.00 GARFIELD COUNTY CO

This Exhibit "A" is attached to and made a part of that certain Right of Way Easement by and between Larry D. Knox and Danna B. Knox as Grantor and Encana Oil & Gas (USA) Inc., as Grantee.

LEGAL DESCRIPTION

A pipeline right-of-way located in the SE1/4 NW1/4 Section 3, T8S, R96W, 6th P.M., Garfield County, Colorado, the centerline of said right-of-way being more particularly described as follows:

Commencing at the Northwest corner of said Section 3 and running thence S 00°48'31"E, 1745.18 feet along the West line thereof; thence N89°11'29"E, 1532.25 feet to the POINT OF BEGINNING; thence S38°51'46"W, 7.12 feet; thence N90°54'17"W, 22.50 feet; thence S50°14'11"W, 91.49 feet; thence S45°57'21"W, 135.32 feet; thence S59°39'38"W, 34.28 feet to the POINT OF ENDING, said point lying on the West line of said SE1/4 NW1/4, S35°21'51"E, 2311.12 feet from the Northwest corner of said Section 3.

Said centerline being 290.72 feet in length.

The base bearing for this survey being S00°48'31"E, 2686.37 feet between found monuments at the Northwest corner and West One-Quarter corner of said Section 3.

CERTIFICATE OF SURVEYOR

I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction for Encana Oil & Gas (USA) Inc. and that the results of which are correctly shown hereon.



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	SECTION	FEET	TOTAL
L. KNOX	Sec. 3, T8S R96W	290.72	290.72
		Total	290.72

RIGHT-OF-WAY LIMITS BOX					
		Reference Points			
FROM	TO	Temporary Work Space Left	Permanant Right-of-Way Left	Permanent Right-of-Way Right	Temporary Work Space Right
P.O.B.	P.O.E.	30'	15'	15'	10'

CLIENT: **Encana Oil & Gas (USA) Inc.** DESCRIPTION: HIGH MESA 16" DISCHARGE PIPELINE EXTENSION ACROSS L. KNOX PROPERTY, SECTION 3, T8S, R96W, GARFIELD COUNTY, COLORADO

SCALE: AS SHOWN REVISION: DRAWN BY: CJT DATE DRAWN: 11/07/11 PROJECT NUMBER: 10-04-10

SURVEYED BY: WASATCH SURVEYING ASSOCIATES
 906 MAIN STREET, EVANSTON, WY 82930
 (307) 789-4545

EXHIBIT A

Reception #: 804755
07/09/2011 09:57:57 AM Jagn Riberico
1 of 3 Rec Fee: \$31.00 Doc Fee: 0.00 GARFIELD COUNTY CO

PROJECT: Laramie Reppo Pipeline
TRACT # :
COUNTY : Garfield

PERMANENT EASEMENT AGREEMENT

This Agreement, dated May 19, 2011, is between Larry D. Knox, (hereinafter referred to as "Grantor", whether one or more), and ETC Canyon Pipeline, L.L.C., and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys unto Grantee a nonexclusive thirty foot (30') wide free and unobstructed permanent easement and a temporary construction easement, to construct, operate and maintain one (1), up to 8" inch, pipeline in, over, through, across, under, and along land owned by the Grantor and described in the attached Exhibit A.

It is further agreed as follows:

1. This permanent easement shall be thirty (30) feet in width (the "Permanent Easement Property"). Grantee is also granted the right herein to utilize a temporary construction easement twenty (20) feet in width adjoining the Permanent Easement Property along with additional temporary areas as may be required at road, creek, railroad crossings and in areas of difficult topography (the "Temporary Construction Easement Property"). Grantee's right to utilize the Temporary Construction Easement Property shall expire upon completion of construction.
2. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, installing, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, a pipeline for the transportation of oil, gas and other fluids or substances, or any of them, and the products thereof, together with above and below-ground appurtenances as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Temporary Construction Easement Property to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend six (6) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the six (6) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.
3. Grantee shall have the right to select the exact location of the pipeline within the Permanent Easement Property. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.
4. The consideration paid by Grantee to Grantor in this agreement, both permanent and temporary, conveyed by Grantor, and any and all damages to the Grantor's remaining property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock and growing crops during the periods of the original construction of the pipeline.
5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Any rocks larger than twenty-four (24) inches excavated by Grantee shall be distributed and placed or disposed of by Grantee on the Property as directed by Grantor. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock if Grantee so chooses.
6. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

Reception #: 004755
37/05/2011 09:17:57 AM Jean Siberico
2 of 5 Rec Fee: \$31.00 Doc Fee: 0.00 GARFIELD COUNTY CO

7. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

11. Grantee will maintain the pipeline, facilities or structures that it installs on the Permanent Easement Property. Grantor shall maintain the surface of the Permanent Easement Property only so that its condition does not interfere in any manner with the purposes for which the Easement is conveyed.

12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. Grantee shall fully defend, protect, indemnify and hold harmless Grantor and his employees, agents, heirs, successors and assigns from and against each and every claim, demand, action, cause of action or lawsuit and any liability, cost, expense, damage or loss (including environmental), including attorney fees and court costs, that may be asserted against Grantor or Grantee by any third party, including Grantee's employees and agents, arising from or on account of any operations, acts or omissions of Grantee under this agreement.

14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are authorized to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Grantor makes no warranties of any nature concerning the permanent easement or Grantor's mineral rights, title or interest, if any, therein. In the event of a whole or partial failure to such rights, title or interest, Grantor shall not be liable for any damages caused to Grantee, Grantee having relied upon its determination of title prior to the execution of this permanent easement. Further, Grantor shall not be required to return any payments previously paid by Grantee resulting from any error or defect in Grantor's rights, title or interest.

16. Reclamation. Within 120 days after completion of the installation of the pipeline within the Right-of-Way, or any maintenance or repair of the pipeline that disturbs the surface of the Property, Grantee shall restore any affected area to its approximate pre-disturbance topography, to the extent practicable, so that

Reception #: 804755
 07/05/2011 09:17:57 AM Jean Riberico
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LEGAL DESCRIPTION

A proposed pipeline right-of-way located in the S1/2 NE1/4 and Lot 1 of Section 3, and Lot 4 and the SW1/4 NW1/4 of Section 2 T8S, R96W, 6TH P.M., Garfield County, Colorado, the centerline of said right-of-way being more particularly described as follows:

Commencing at the Northeast corner of said Section 3 and running thence S89°22'56"W, 1955.00 feet along the North line thereof, thence S00°37'04"E, 1441.30 feet to the POINT OF BEGINNING;

thence N89°42'58"E, 104.24 feet;
 thence S71°21'14"E, 73.24 feet;
 thence N89°14'21"E, 421.21 feet;
 thence N89°08'57"E, 269.04 feet;
 thence N89°28'06"E, 294.38 feet;
 thence N01°00'56"W, 107.92 feet to a point to be known as "Point A";
 thence N88°59'04"E, 387.41 feet to a point to be known as "Point B";
 thence N89°12'33"E, 150.00 feet to a point to be known as "Point C";
 thence N89°15'15"E, 244.57 feet to a point lying on the West line of said Section 2, said point lying S00°03'00"W, 1352.85 feet from the Northwest corner thereof;
 thence continuing N89°15'15"E, 208.47 feet;
 thence N89°14'53"E, 505.77 feet;
 thence N89°46'43"E, 199.32 feet;
 thence S69°59'35"E, 83.66 feet;
 thence N89°47'34"E, 160.95 feet;
 thence N86°46'53"E, 93.23 feet;
 thence N86°24'49"E, 34.95 feet;
 thence N51°44'33"E, 50.26 feet to the POINT OF ENDING, said point lying on the East line of said Lot 4, S44°54'51"E, 1864.56 feet from the Northwest corner of said Section 2.

Said centerline being 3388.64 feet in length.

BASIS OF BEARING

The base bearing for this survey is N 89°45'46" E, 2603.67 feet between found monuments at the Northwest Corner and the North One-Quarter Corner of Section 2, T8S, R96W.

CERTIFICATE OF SURVEYOR

I, Ted Taggart of Fruita, Colorado hereby certify that this map was made from notes taken during an actual survey made by me or under my direction for ETC Canyon Pipeline LLC and that the results of which are correctly shown hereon.



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	SECTION	FEET	TOTAL
L. KNOX	Sec. 2, T8S R96W	1336.62	3388.64
	Sec. 3, T8S R96W	2052.02	
		Total	3388.64

RIGHT-OF-WAY LIMITS BOX					
FROM	TO	Temporary Work Space Left	Reference Points		
			Permanent Right-of-Way Left	Permanent Right-of-Way Right	Temporary Work Space Right
P.O.B.	POINT A	5'	15'	15'	15'
POINT A	POINT B	15'	15'	15'	5'
POINT B	POINT C	35'	15'	15'	5'
POINT C	P.O.E.	15'	15'	15'	5'

CLIENT: ETC Canyon Pipeline LLC		DESCRIPTION: PROPOSED 6" REPP0 PIPELINE ACROSS L. KNOX PROPERTY LOCATED IN SECTIONS 2 & 3, T8S, R96W, 6TH P.M. GARFIELD COUNTY, COLORADO			
SCALE: AS SHOWN	REVISION:	DRAWN BY: CJT	DATE DRAWN: 5/2/11	PROJECT NUMBER: 10-11-13	
SURVEYED BY: WASATCH SURVEYING ASSOCIATES 906 MAIN STREET, EVANSTON, WY 82930 (307) 789-4545		EXHIBIT A		SHEET 2 of 2	

Reception #: 837165
06/25/2013 02:39:53 PM Jean Alberico
1 of 5 Rec Fee \$31.00 Doc Fee 0.00 GARFIELD COUNTY CO

PROJECT: MP EAST ORCHARD
TRACT NUMBER: 001
COUNTY: GARFIELD

PERMANENT EASEMENT AGREEMENT

This Agreement, dated APRIL 10, 2013, is between Larry D. Knox and Danna B. Knox, (hereinafter referred to as "Grantor", whether one or more), and Grand River Gathering Company, LLC, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys unto Grantee a nonexclusive thirty foot (30') wide free and unobstructed permanent easement and a temporary construction easement as described below in order to construct, operate and maintain one 24 inch or less pipeline in, over, through, across, under, and along land owned by the Grantor described in the attached Exhibit A.

It is further agreed as follows:

1. This permanent easement shall be thirty (30) feet in width (the "Permanent Easement Property"). Grantee is also granted the right herein to utilize a temporary construction easement forty five feet (45') in width adjoining the Permanent Easement Property along with additional temporary areas as may be required at road, creek, railroad crossings and in areas of difficult topography the ("Temporary Construction Easement Property"). Grantee's right to utilize the Temporary Construction Easement Property shall expire upon completion of construction.
2. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, installing, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, a pipeline for the transportation of oil, gas and other fluids or substances, or any of them, and the products thereof, together with above and below-ground appurtenances as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Temporary Construction Easement Property to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend six (6) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the six (6) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.
3. Grantee shall have the right to select the exact location of the pipeline within the Permanent Easement Property. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement
4. The consideration paid by Grantee to Grantor in this agreement, covers both permanent and temporary Easements, conveyed by Grantor and any and all damages to the Grantor's remaining property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock and growing crops during the periods of the original construction of the pipeline.
5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Any rocks larger than twenty-four (24) inches excavated by Grantee shall be distributed and placed or disposed of by Grantee on the Property as directed by Grantor. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock if Grantee so chooses.
6. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with

authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

11. Grantee will maintain the pipeline, facilities or structures that it installs on the Permanent Easement Property. Grantor shall maintain the surface of the Permanent Easement Property only so that its condition does not interfere in any manner with the purposes for which the Easement is conveyed.

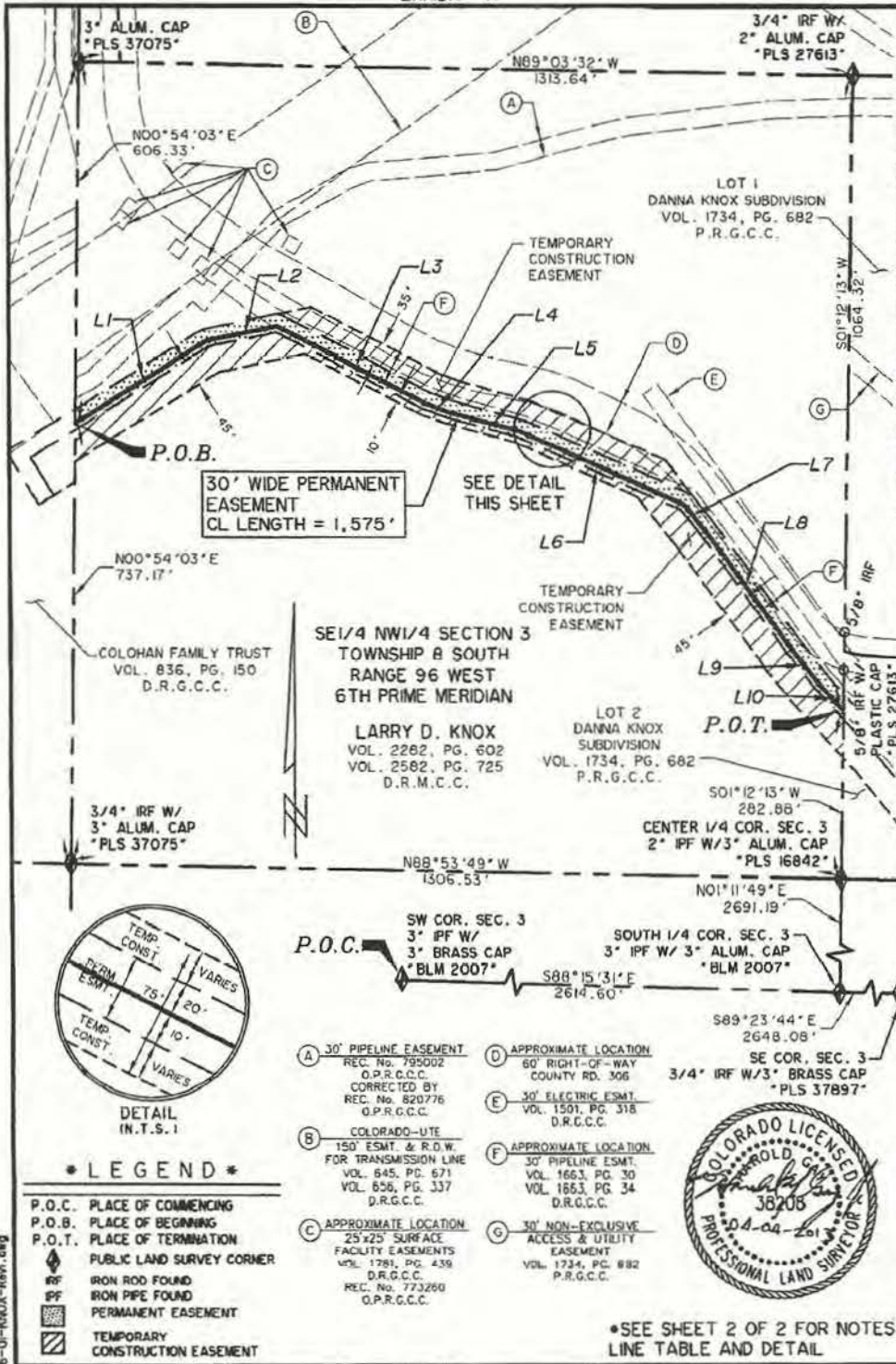
12. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

13. Grantee shall fully defend, protect, indemnify and hold harmless Grantor and his employees, agents, heirs, successors and assigns from and against each and every claim, demand, action, cause of action or lawsuit and any liability, cost, expense, damage or loss (including environmental), including attorney fees and court costs, that may be asserted against Grantor or Grantee by any third party, including Grantee's employees and agents, arising from or on account of any operations, acts or omissions of Grantee under this agreement.

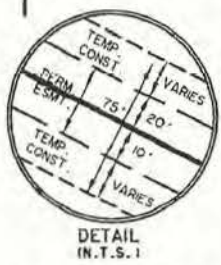
14. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are authorized to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Grantor makes no warranties of any nature concerning the permanent easement or Grantor's mineral rights, title or interest, if any, therein. In the event of a whole or partial failure to such rights, title or interest, Grantor shall not be liable for any damages caused to Grantee, Grantee having relied upon its determination of title prior to the execution of this permanent easement. Further, Grantor shall not be required to return any payments previously paid by Grantee resulting from any error or defect in Grantor's rights, title or interest.

EXHIBIT "A"



RECEIVED: 8:37:15 AM
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 4 of 5 Rec Fee \$31.00 Doc Fee 0.00 GARFIELD COUNTY CO



* LEGEND *

- P.O.C. PLACE OF COMMENCING
- P.O.B. PLACE OF BEGINNING
- P.O.T. PLACE OF TERMINATION
- ◆ PUBLIC LAND SURVEY CORNER
- ◆ IRF IRON ROD FOUND
- ◆ IRF IRON PIPE FOUND
- ▨ PERMANENT EASEMENT
- ▨ TEMPORARY CONSTRUCTION EASEMENT

- (A) 30' PIPELINE EASEMENT
REC. No. 795002
O.P.R.C.C.C.
CORRECTED BY
REC. No. 820776
O.P.R.C.C.C.
- (B) COLORADO-UTE
150' ESMT. & R.O.W.
FOR TRANSMISSION LINE
VOL. 845, PG. 671
VOL. 856, PG. 337
D.R.G.C.C.
- (C) APPROXIMATE LOCATION
25'x25' SURFACE
FACILITY EASEMENTS
VOL. 1781, PG. 439
D.R.G.C.C.
REC. No. 773260
O.P.R.C.C.C.
- (D) APPROXIMATE LOCATION
60' RIGHT-OF-WAY
COUNTY RD. 306
- (E) 30' ELECTRIC ESMT.
VOL. 1501, PG. 318
D.R.G.C.C.
- (F) APPROXIMATE LOCATION
30' PIPELINE ESMT.
VOL. 1663, PG. 30
VOL. 1863, PG. 34
D.R.G.C.C.
- (G) 30' NON-EXCLUSIVE
ACCESS & UTILITY
EASEMENT
VOL. 1734, PG. 682
P.R.G.C.C.



*SEE SHEET 2 OF 2 FOR NOTES.
LINE TABLE AND DETAIL

12116-01-KNOX-Rev1.dwg
 19/13 WAH 12116

REV.	DATE	BY	DESCRIPTION	CHK.
1	4/3	DCC	EASEMENTS REVISED PER CLIENT COMMENTS	ALS
LARRY D. KNOX				

SURVEYOR PREPARING THIS EXHIBIT:
WMA WIER & ASSOCIATES, INC.

 MEDIUM PRESSURE EAST ORCHARD LARRY D. KNOX 30' WIDE PERMANENT EASEMENT GARFIELD COUNTY, COLORADO		DRAWN BY: DCC CHECKED BY: SCALE: 1"=200'	DATE: 12-10-2012 DATE: 04-04-2013 APP.:	DWG. NO. 1 OF 2	REV. 1
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EXHIBIT "A"

FIELD NOTES - DESCRIPTION
30' WIDE PERMANENT EASEMENT

BEING A 30-FOOT WIDE TRACT OF LAND LOCATED IN THE SE1/4 NW1/4 OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 96 WEST, 6TH PRIME MERIDIAN, GARFIELD COUNTY, COLORADO, SAID 30-FOOT WIDE STRIP BEING 20 FEET LEFT AND 10 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 3" IRON PIPE FOUND WITH A BRASS CAP STAMPED "BLM 2007", SAID PIPE BEING THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE S 88°15'31" E, 2614.60 FEET TO A 3" IRON PIPE FOUND WITH AN ALUMINUM CAP STAMPED "BLM 2007", SAID PIPE BEING THE SOUTH 1/4 CORNER OF SAID SECTION 3;

THENCE N 01°11'49" E, 2691.19 FEET TO A 2" IRON PIPE FOUND WITH AN ALUMINUM CAP STAMPED "PLS 16842", SAID PIPE BEING THE CENTER 1/4 CORNER OF SAID SECTION 3;

THENCE N 88°53'49" W, 1306.53 FEET TO A 3/4" IRON ROD FOUND WITH AN ALUMINUM CAP STAMPED "PLS 37075", SAID IRON ROD BEING THE SOUTHWEST CORNER OF THE SE1/4 NW1/4 OF SAID SECTION 3;

THENCE N 00°54'03" E, 737.17 FEET TO THE PLACE OF BEGINNING;

THENCE N 58°18'51" E, 263.28 FEET; THENCE N 78°12'32" E, 121.65 FEET;

THENCE S 62°48'16" E, 281.80 FEET; THENCE S 69°51'13" E, 42.16 FEET;

THENCE S 74°45'12" E, 125.81 FEET; THENCE S 66°15'48" E, 303.56 FEET;

THENCE S 37°45'51" E, 45.10 FEET; THENCE S 36°31'19" E, 255.92 FEET;

THENCE S 39°08'20" E, 76.76 FEET;

THENCE S 42°36'13" E, 58.57 FEET TO THE PLACE OF TERMINATION, FROM WHICH THE CENTER 1/4 CORNER OF SAID SECTION 3 BEARS S 01°12'13" W, 282.88 FEET;

SAID LINE BEING 1,575 FEET IN LENGTH.

LINE TABLE		
LINE	BEARING	DIST
L1	N58°18'51"E	263.28
L2	N78°12'32"E	121.65
L3	S62°48'16"E	281.80
L4	S69°51'13"E	42.16
L5	S74°45'12"E	125.81
L6	S66°15'48"E	303.56
L7	S37°45'51"E	45.10
L8	S36°31'19"E	255.92
L9	S39°08'20"E	76.76
L10	S42°36'13"E	58.57

NOTES:

- (1) THE PURPOSE OF THIS PLAT IS TO SHOW THE LOCATION OF PROPOSED PIPELINE CENTERLINE AND EASEMENTS.
- (2) THIS PLAT IS NOT A BOUNDARY SURVEY.
- (3) ALL BEARINGS ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 502, NORTH AMERICAN DATUM 1983. THE BEARING OF THE LINE BETWEEN MESA COUNTY SIMS MONUMENT T1697 (A STONE WITH 3 SLASHES ON ITS SOUTH FACE, AN "X" CUT ON ITS NORTH UPPER ANGLE AND 1 SLASH ON ITS SOUTH FACE) AND MESA COUNTY SIMS MONUMENT T1649 (A 2" IRON PIPE WITH A BRASS CAP STAMPED "COUNTY SURVEY MARKER NO. 1409) IS S 38°05'22" W.
- (4) THE ATTACHED EXHIBIT WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.
- (5) THIS SURVEY WAS MADE ON THE GROUND DURING THE MONTHS OF AUGUST THRU SEPTEMBER, 2012 UNDER THE DIRECT SUPERVISION OF HAROLD GAY, P.L.S. NO. 38208.
- (6) REFER TO THE ACCOMPANYING EXHIBIT ATTACHED HERETO AND MADE A PART THEREOF.



12116-01-KNOX-Rev1.dwg

WAS 12116

19.13

				<p>MEDIUM PRESSURE EAST ORCHARD LARRY D. KNOX 30' WIDE PERMANENT EASEMENT GARFIELD COUNTY, COLORADO</p>	
1	4/3	DCC	EASEMENTS REVISED PER CLIENT COMMENTS		
REV.	DATE	BY	DESCRIPTION	CHK.	
			LARRY D. KNOX		
<p>SURVEYOR PREPARING THIS EXHIBIT: WIER & ASSOCIATES, INC.</p>			DRAWN BY: DCC CHECKED BY: SCALE: 1"=60'	DATE: 12-10-2012 DATE: 04-04-2013 APP.:	DWG. NO. 2 OF 2
					REV. 1

Receipt Book: 837165
06/25/2013 02:35:53 PM Jean Albertson
S. of S. Rec. Fee \$31.00 Doc Fee 0.00 GARFIELD COUNTY, CO

PIPELINE AND RIGHT OF WAY GRANT

THIS GRANT OF EASEMENT AND RIGHT OF WAY (the "Grant") is entered into this 10 day of February, 2014 (the "Effective Date"), by and between Larry D. Knox and Danna B. Knox, individually, and as husband and wife, whose address is 12865 County Road 6820, Montrose, CO 81401 ("Grantor"), and Encana Oil & Gas (USA) Inc., with its address at 370 17th Street, Suite 1700, Denver, CO 80202 ("Grantee"). Grantor and Grantee may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain Pipeline and Right of Way Grant dated April 20, 2005, recorded as Reception No. 694326 in the Public Records of Garfield County, Colorado ("Original Grant"), covering the Lands as defined below.

WHEREAS, the Parties entered into that certain Pipeline and Right-of-Way Easement Termination Agreement dated February 10, 2014, recorded as Reception No. 849039 in the Public Records of Garfield County, Colorado, whereby they terminated the Original Grant and agreed to enter into this new easement.

WHEREAS, Grantor now desires to Grant and Grantee now desires to accept a new easement covering the Lands as set forth below.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor does hereby grant and convey unto Grantee a non-exclusive easement and right-of-way to locate, lay, maintain, inspect, replace, erect, resize, operate and remove one or more water pipelines and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary for the operation, over, through, upon, under and across the following described lands (the "Lands") in Garfield County, Colorado:

Township 8 South, Range 96 West, 6th P.M.

Section 2: S/2NW/4

Section 3: S/2NE/4, SE/4NW/4

and as approximately described on Exhibit A, attached hereto and made a part hereof.

2. The location of the easement and right-of-way granted is approximately described on Exhibit A and is fifteen feet (15') on either side of the constructed pipeline as it runs through the above referenced lands ("Easement"); and in addition, Grantee shall have the right to use an additional temporary work space, which shall be an additional width of fifty-five feet (55') along the Easement for the consideration stated above. The additional temporary workspace shall in no case endure for a period in excess of one hundred eighty (180) days from the date hereof or the completion of initial installation, whichever period is the shorter. Grantee



agrees that any pipeline installed shall be at a minimum depth of forty-eight inches (48") below the surface of the ground.

3. The Grant will remain in full force and effect until one (1) year following the abandonment of the pipelines installed hereunder.
4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.
5. Grantee hereby agrees that if the above lands are fenced, Grantee will install fences back to their original condition or better upon the premises. The Parties intend for this Grant to provide restricted access.
6. Grantor shall have the right to use and enjoy the above-described premises, subject to the rights herein granted. The Easement granted herein shall be utilized for Grantee's oil and gas operations only and shall not be used for any other purpose. Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of such rights therein granted to Grantee, and Grantor shall not build, construct, or permit to be built or constructed, any structures or obstruction over the Easement. All pipelines constructed and maintained under the terms of this Grant shall be constructed and maintained to the standards established by the Bureau of Land Management at the time said pipeline is constructed or maintenance work is performed.
7. Grantor shall protect, defend, indemnify and hold Grantee and its respective successors, assigns, representatives, agents and affiliates harmless from and against any and all claims, demands, losses, damages, actions and liabilities of every kind, including but not limited to, damages to the airstrip built and used by Grantor (the "Airstrip") on the Lands, damages to other property, injury to and/or death of persons (including all losses therefrom to relatives and dependents), and attorneys' fees and court costs, in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of the ownership, installation, use, maintenance, repair and continued operation of the Airstrip and/or the exercise of Grantor's rights on the Lands (collectively, the "Losses").

This Grant is a covenant running with the land and shall be binding upon the Parties hereto, their heirs, devisees, representatives, successors and assigns, and the rights, privileges and authorities herein granted shall be assignable together or separately in whole or in part.

This instrument covers the entire agreement between the Parties, and no representation of statements, verbal or written, have been made modifying, adding to or changing the terms of this Grant.

Section 1445 Certification – Under penalties of perjury, the undersigned Grantors hereby certify that they are not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of U.S. income taxation.

WITNESS the signatures of the Grantors hereto, effective as of the Effective Date.

GRANTORS:

Michael D. Knox
Larry D. Knox, by Michael D. Knox, Attorney-in-fact

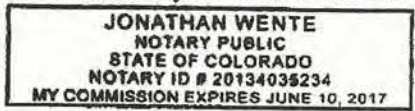
Michael D. Knox
Danna B. Knox, by Michael D. Knox, Attorney-in-fact

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)ss:
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 10th day of February, 2014, by Michael D. Knox, Attorney-in-fact for Larry D. Knox and Danna B. Knox, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

WITNESS my hand and Official Seal.



Jonathan Wentz
Notary Public in and for said State and County
Residing at: 312 Sopris Circle, Basalt, CO 81621

MY COMMISSION EXPIRES:
6-10-17

RECEIVED

January 16, 2014

Larry D. and Danna Knox
C/O Michael Knox, Attorney-in-Fact
1600 Airway Road
Lebanon, Oregon, 97335

Re: Juniper Hills Proposed Airstrip
Sections 2 and 3, Township 8 South, Range 96 West
Garfield County, Colorado

Dear Mr. and Mrs. Knox:

The proposed Juniper Hills Airstrip, as depicted on the attached Exhibit A, is located within two hundred feet (200') of pipelines owned by Encana Oil & Gas (USA) Inc. ("Encana") and Grand River Gathering, LLC ("GRG") (collectively, the "Parties"). Encana's right to construct and operate these pipelines is memorialized in two Pipeline and Right-of-Way Agreements ("ROWs"), the first dated April 20th, 2005 and recorded as reception number 694326, and the second dated September 15, 2010 and recorded as reception number 795002, with Correction of Description dated January 5, 2012 and recorded as reception number 820776, all recorded in the Garfield County Clerk's office. Subsequently, Encana assigned a portion of these ROWs to GRG by Assignment, Conveyance and Bill of Sale dated effective October 27, 2011 and recorded as reception number 810054 in the Garfield County Clerk's office. The ROWs grant the Parties easements for certain purposes, including, but not limited to, constructing, installing, operating, maintaining and repairing pipelines.

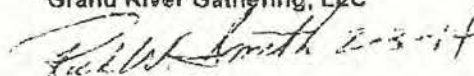
Subject to the terms of two new Pipeline and Right of Way Agreements dated February 10th 2014, entered into between the Parties and Larry D. and Danna Knox and replacing the original ROWs, the Parties do not object to the Juniper Hills Airstrip.

Sincerely,

Encana Oil & Gas (USA) Inc.

Helen M. Capps
Attorney-in-fact

Grand River Gathering, LLC



Rick W. Smith
Director - Rockies Operations

PIPELINE AND RIGHT OF WAY GRANT

THIS GRANT OF EASEMENT AND RIGHT OF WAY (the "Grant") is entered into this 10 day of February, 2014 (the "Effective Date"), by and between Larry D. Knox and Danna B. Knox, individually, and as husband and wife, whose address is 12865 County Road 6820, Montrose, CO 81401 ("Grantor"), and Encana Oil & Gas (USA) Inc., with its address at 370 17th Street, Suite 1700, Denver, CO 80202 ("Grantee"). Grantor and Grantee may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain Right of Way Easement dated September 15, 2010, recorded as Reception No. 795002 in the Public Records of Garfield County, Colorado, as amended by that certain Correction of Description in Pipeline Right-of-Way Agreement dated January 5, 2012, recorded as Reception No. 820776 in the Public Records of Garfield County (collectively, "Original Grant"), covering the Lands as defined below.

WHEREAS, the Parties entered into that certain Pipeline and Right-of-Way Easement Termination Agreement dated February 10, 2014, recorded as Reception No. 8490391 in the Public Records of Garfield County, Colorado, whereby they terminated the Original Grant and agreed to enter into this new easement.

WHEREAS, Grantor now desires to Grant and Grantee now desires to accept a new easement covering the Lands as set forth below.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor does hereby grant and convey unto Grantee a permanent easement, thirty feet (30') in width ("Easement"), for the purpose at any time and from time to time to lay, locate, construct, maintain, inspect, alter, repair, operate, protect, change the size of, replace, relocate, mark, remove and/or abandon in place, two (2) pipelines and appurtenances, equipment and facilities useful or incidental thereto, including, but not limited to, valves, metering and corrosion control equipment, and any above-ground appurtenances, as may be necessary or convenient, for the transportation of water and derivatives thereof and any other liquids or substances which can be transported through pipelines, upon and along a route to be selected by Grantee on, over, across and through lands owned by Grantor, or in which Grantor has an interest, situated in Garfield County, State of Colorado, and described as the following (the "Lands"):

Township 8 South, Range 96 West, 6th P.M.
Section 2: Lot 4, SW/4NW/4
Section 3: S/2N/2

and as approximately described on Exhibit A, attached hereto and made a part hereof.

2. In addition to the Easement, Grantor grants to Grantee a forty-five foot (45') temporary easement adjacent to the Easement, for the purpose of enabling Grantee to initially construct the pipelines. After the post-construction cleanup following the initial pipeline construction, the Easement shall be limited to a strip thirty feet (30') wide as referenced above. The Easement, located on the Lands, will extend fifteen feet (15') on each side of the centerline of the pipelines as actually laid.
3. Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress upon, over, across and through the Lands including other lands owned, leased or claimed by Grantor which are adjacent thereto or contiguous therewith for all purposes necessary or incidental to the exercise of the rights herein granted, with the further right of entry to maintain the Easement clear of trees, undergrowth, brush, structures, and any other items, to the extent Grantee deems necessary in the exercise of the rights granted herein. Grantee shall not be liable for damages caused by keeping said Easement clear of trees, undergrowth, brush, structures or any other obstructions.
4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.
5. Grantee hereby agrees that if the above lands are fenced, that Grantee will install fences back to their original condition or better upon the premises. The Parties intend for this Grant to provide restricted access.
6. Grantor shall have the right to use and enjoy the above-described premises; provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to change the grade over the pipeline constructed hereunder and shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works or any other type of structure over or on said Easement.
7. Grantee agrees at the time of construction to bury said pipelines to such depth as will not interfere with lands under cultivation, and in accordance with applicable Federal and State regulations. Following installation of the pipelines, Grantee agrees to restore the ground as nearly as is practicable to its condition prior to the installation of the pipeline and in accordance with Federal regulations.
8. Grantee shall, at its sole expense, keep the Lands free and clear of all liens and encumbrances resulting from Grantee's and its agents' activities on the Lands and shall indemnify and hold

harmless Grantor from and against any and all liens, claims, demands, costs and expenses, including, without limitation, attorneys' fees and court costs, in connection with or arising out of any work done, labor performed or materials furnished with respect to or by Grantee and/or Grantee's agents.

9. Grantor shall protect, defend, indemnify and hold Grantee and its respective successors, assigns, representatives, agents and affiliates harmless from and against any and all claims, demands, losses, damages, actions and liabilities of every kind, including but not limited to, damages to the airstrip built and used by Grantor (the "Airstrip") on the Lands, damages to other property, injury to and/or death of persons (including all losses therefrom to relatives and dependents), and attorneys' fees and court costs, in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of the ownership, installation, use, maintenance, repair and continued operation of the Airstrip and/or the exercise of Grantor's rights on the Lands (collectively, the "Losses").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the right and Easement herein granted, or any of them shall be used by, or useful to Grantee for the purposes herein granted and the provisions of this Grant are to be considered a covenant running with the Lands and Grantor hereby binds themselves, their heirs, executors and administrators, and their successors and assigns to warrant and forever defend this Grant unto the Grantee, its successor and assigns, against every person whomever lawfully claiming to claim the same or any part thereof. The Grant may be transferred, leased or assigned, from time to time, in whole or in part. It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them (if more than one).

This instrument covers the entire agreement between the Parties, and no representation of statements, verbal or written, have been made modifying, adding to or changing the terms of this Grant.

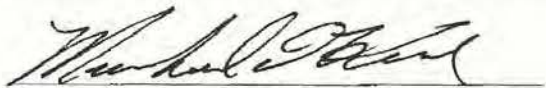
Section 1445 Certification – Under penalties of perjury, the undersigned Grantors hereby certify that they are not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of U.S. income taxation.

WITNESS the signatures of the Grantors hereto, effective as of the Effective Date.

GRANTORS:



Larry D. Knox, by Michael D. Knox, Attorney-in-fact



Danna B. Knox, by Michael D. Knox, Attorney-in-fact



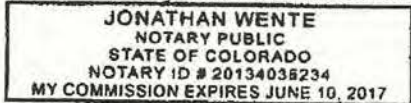
Reception#: 849681
 05/30/2014 11:43:32 AM Jean Alberico
 4 of 6 Rec Fee \$36.00 Doc Fee 0.00 GARFIELD COUNTY CO

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)ss:
 COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 10th day of February, 2014, by Michael D. Knox, Attorney-in-fact for Larry D. Knox and Danna B. Knox, known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same.

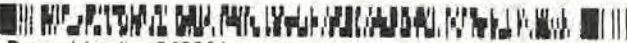
WITNESS my hand and Official Seal.



Jonathan Wente
 Notary Public in and for said State and County
 Residing at: 212 Sapis Circle, Basalt, CO 81621

MY COMMISSION EXPIRES:

6-10-17



Reception#: 849681
 05/30/2014 11:43:32 AM Jean Alberico
 5 of 6 Rec Fee \$36.00 Doc Fee 0.00 GARFIELD COUNTY CO

Handwritten mark

January 16, 2014

Larry D. and Danna Knox
 C/O Michael Knox, Attorney-in-Fact
 1600 Airway Road
 Lebanon, Oregon, 97335

Re: Juniper Hills Proposed Airstrip
 Sections 2 and 3, Township 8 South, Range 96 West
 Garfield County, Colorado

Dear Mr. and Mrs. Knox

The proposed Juniper Hills Airstrip, as depicted on the attached Exhibit A, is located within two hundred feet (200') of pipelines owned by Encana Oil & Gas (USA) Inc. ("Encana") and Grand River Gathering, LLC ("GRG") (collectively, the "Parties"). Encana's right to construct and operate these pipelines is memorialized in two Pipeline and Right-of-Way Agreements ("ROWs"), the first dated April 20th, 2005 and recorded as reception number 694326, and the second dated September 15, 2010 and recorded as reception number 795002, with Correction of Description dated January 5, 2012 and recorded as reception number 820776, all recorded in the Garfield County Clerk's office. Subsequently, Encana assigned a portion of these ROWs to GRG by Assignment, Conveyance and Bill of Sale dated effective October 27, 2011 and recorded as reception number 810054 in the Garfield County Clerk's office. The ROWs grant the Parties easements for certain purposes, including, but not limited to, constructing, installing, operating, maintaining and repairing pipelines.

Subject to the terms of two new Pipeline and Right of Way Agreements dated February 10th 2014, entered into between the Parties and Larry D. and Danna Knox and replacing the original ROWs, the Parties do not object to the Juniper Hills Airstrip.

Sincerely,

Encana Oil & Gas (USA) Inc

Helen M. Capps
 Attorney-in-fact

Grand River Gathering, LLC

Handwritten signature: Rick W. Smith 2-3-14

Rick W. Smith
 Director – Rockies Operations

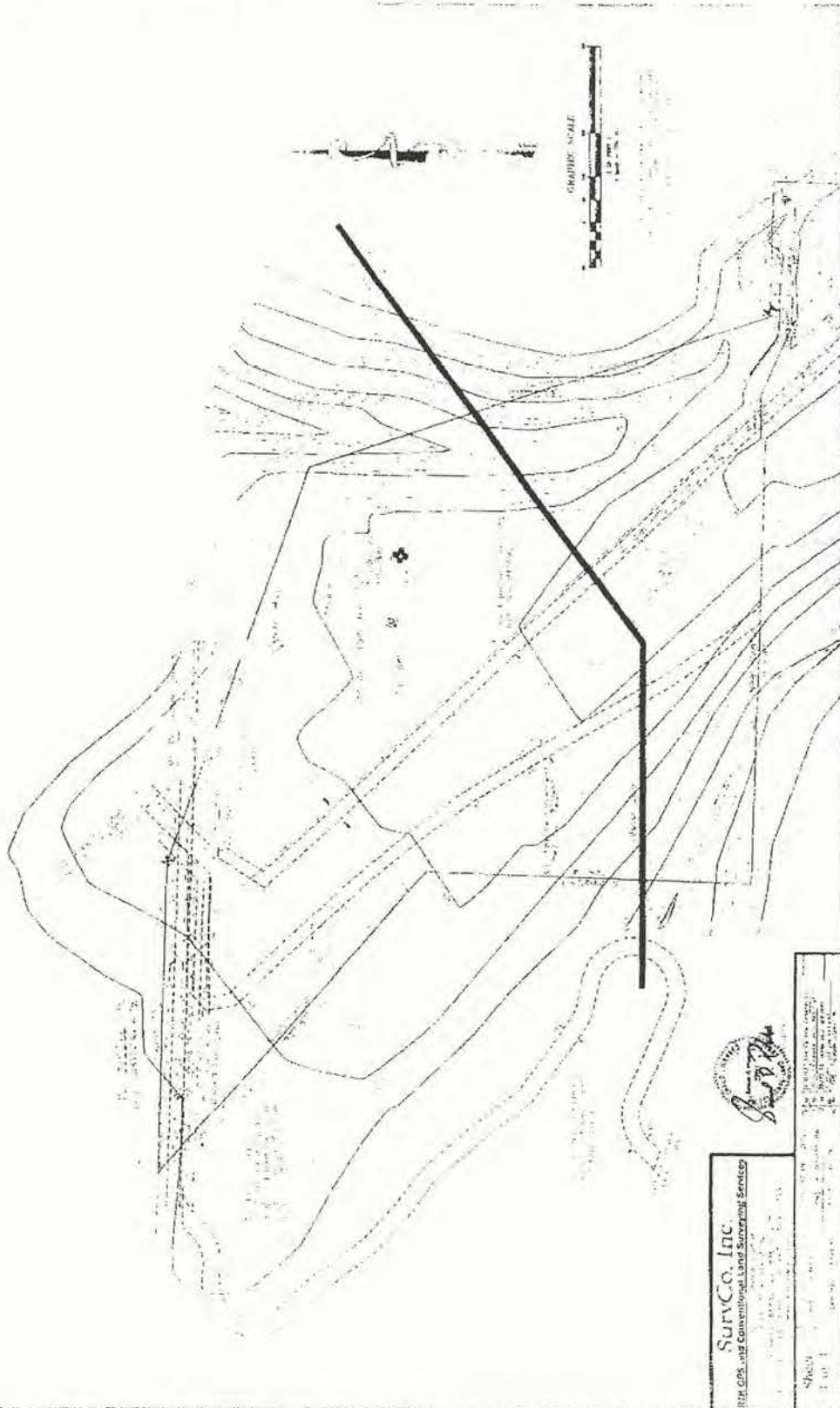


Reception#: 849681
 05/30/2014 11:43:32 AM Jean Alberico
 6 of 6 Rec Fee \$36.00 Doc Fee 0.00 GARFIELD COUNTY CO

EXHIBIT A

Juniper Hills Airstrip

PLANNED DEVELOPMENT MAP FOR THE JUNIPER HILLS AIRSTRIP



SurvCo, Inc
 314 GRS. and Commercial Land Surveying Service

Sheet	1 of 1
Date	5/29/14
Scale	1" = 100'

4-1023
(Sept. 1944)

Colorado 014357

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Denver, Colorado, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant Gustave L. Morris, according to the provisions of Chapter 7, Title 32 of the Revised Statutes of the United States and legislation supplemental thereto, for the following described land:

Sixth Principal Meridian, Colorado.

T. 8 S., R. 96 W.,

Sec. 3, Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

The area described contains 80.26 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 customs, laws, and decisions of 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.

Excepting and reserving, also, to the United States, all the oil and gas in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509). This entry is made under Section 29 of the Act of February 25, 1920 (41 Stat. 437) and the Act of March 4, 1933 (47 Stat. 1570), and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said lands as is required for mining operations, without compensation to the patentee for damages resulting from proper mining operations.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the EIGHTEENTH day of APRIL, in the year of our Lord one thousand nine hundred and FIFTY-EIGHT and of the Independence of the United States the one hundred and EIGHTY-SECOND.

[SEAL]

For the Director, Bureau of Land Management.

By Rose M. Beall
Chief, Patents Section.

Patent Number 1159357

EASEMENT

THIS INSTRUMENT, Made this 15TH day of JUNE, in the year of our Lord one thousand nine hundred and Sixty, between Dean M. Knox and Myrtle Knox

of the _____ County of Garfield, and State of Colorado of the first part, and PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, party of the second part;

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of Four Hundred And Sixty And No/100 Dollars, to the said part ies of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, an easement for the construction, reconstruction, operation and maintenance of conductors for the transmission of electricity, together with the necessary poles, towers, crossarms, cables, wires, guys, supports, and other fixtures and devices, used or useful in the operation of electric transmission lines, through, on, over and across the following described lands, to-wit: SW¹/₄ SE¹/₄ Section 34, Township 7 South, Lot No. 2, Lot No. 3 and the SE¹/₄ NW¹/₄ Section 3, Township 8 South all in Range 96 West, of the 6th Principal Meridian, County of Garfield, State of Colorado. More particularly described as follows: A right of way 100 feet wide, 50 feet on each side of a center line beginning at a point on the East boundary line of the SW¹/₄ SE¹/₄ of said Section 34, whence the Southeast corner of Section 34 bears S.74°28'56"E. 1379 feet; thence S.53°01'04"W. 3254 feet more or less to the West boundary line of said SE¹/₄ NW¹/₄ of said Section 3.

Together with the right of ingress and egress over said premises, to survey, construct, reconstruct, maintain, operate, control and use said lines and to remove objects or structures therefrom.

The grantors reserve the right to cultivate and use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the grantee's facilities thereon, the use or any of the rights herein granted. Such reservation by the grantor shall not include the right to erect or place any structures or objects upon the easement herein granted. In case the permanent abandonment of said easement, all right, privilege and interest herein granted shall end, cease and determine.

The work of installing, maintaining and reconstructing its facilities shall be done with care, and all damage to the premises caused thereby shall be paid for or repaired at the expense of the grantee.

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

Signed and delivered this 15TH day of JUNE, A. D. 1960.

In the Presence of

Dean M. Knox (SEAL)
Myrtle Knox (SEAL)

Approved:

R/W Agent

METHOD OF PAYMENT CASH # 2786

Document No. 62669



210852

EASEMENT

Deed M. Knox
MORRIS TRACT, "LINS" MEERS
TO

PUBLIC SERVICE COMPANY
OF COLORADO
DENVER, COLORADO

STATE OF COLORADO,
County of GARFIELD } ss.

I hereby certify that this instrument was
filed for record in my office at 11:45
o'clock A. M., AUG 31 1960
and is duly recorded in book

page
By *Gus S. Stearns* Recorder
Deputy

Mail to
PUBLIC SERVICE COMPANY
OF COLORADO
Denver, Colorado

Arno David K. Howard

STATE OF COLORADO,
COUNTY OF GARFIELD } ss.

The foregoing instrument before me this 5th day of July
1960, by Gus Morris

Witness my hand and official seal.
My Commission expires August 23, 1961
My commission expires

Lucie L. Thomas
Notary Public

STATE OF _____
COUNTY OF _____ } ss.

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

Witness my hand and official seal.
My commission expires _____

Notary Public

STATE OF COLORADO } ss.
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
19____, by _____ as _____ President and
_____ as _____ Secretary of
_____ a corporation.

Witness my hand and official seal
My commission expires _____



Customer Distribution

Our Order Number: GW63012102

Date: 07-19-2017

Property Address: TBD LARRY KNOX SUBDIVISION EXEMPTION NO 3, PARACHUTE, CO 81635

For Title Assistance
TITLE DEPARTMENT
901 GRAND AVENUE #202
GLENWOOD SPRINGS, CO 81601
970-945-2610 (phone)
970-945-4784 (fax)
glenwoodresponse@ltgc.com

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

Seller/Owner
LARRY D. KNOX
Delivered via: Electronic Mail

SURVCO, INC
Attention: SAMUEL PHELPS
PO BOX 2782
GLENWOOD SPRINGS, CO 81602
970-379-7399 (phone)
970-945-5945 (work)
survco@gmail.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: GW63012102

Date: 07-19-2017

Property Address: TBD LARRY KNOX SUBDIVISION EXEMPTION NO 3, PARACHUTE, CO 81635

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: LARRY D. KNOX

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

Estimate of Title Insurance Fees	
TBD Commitment	\$211.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$211.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GW63012102

Customer Ref-Loan No.:

Property Address:

TBD LARRY KNOX SUBDIVISION EXEMPTION NO 3, PARACHUTE, CO 81635

1. Effective Date:

06-23-2017 At 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00
Proposed Insured:
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

LARRY D. KNOX

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

TOWNSHIP 6 SOUTH, RANGE 96 WEST
SECTION 3: SE1/4NW1/4

COUNTY OF GARFIELD
STATE OF COLORADO

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

(Requirements)

Order Number: GW63012102

The following are the requirements to be complied with:

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

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

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

1. RELEASE OF DEED OF TRUST DATED FEBRUARY 06, 1998 FROM LARRY D. KNOX AND MYRTLE I. KNOX TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF MARK H. SACKETT TO SECURE THE SUM OF \$25,000.00 RECORDED MARCH 30, 1998, UNDER RECEPTION NO. 522640.

SUBRODINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED AUGUST 08, 2013 UNDER RECEPTION NO. 836032.

Old Republic National Title Insurance Company
Schedule B-2
(Exceptions)

Order Number: GW63012102

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 04, 1958 UNDER RECEPTION NO. 201777.
9. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED AUGUST 03, 1960 AT RECEPTION NO. 210852.
10. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY EASEMENT RECORDED JULY 08, 1965 AT RECEPTION NO. 230641.
11. TERMS, CONDITIONS AND PROVISIONS OF HOLY CROSS RIGHT-OF-WAY EASEMENT RECORDED APRIL 05, 1979 AT RECEPTION NO. 293192 AND EASEMENT RECORDED NOVEMBER 4, 1981 UNDER RECEPTION NO. 321069.
12. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED SEPTEMBER 07, 1984 AT RECEPTION NO. 355475.
13. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JULY 19, 1999 AT RECEPTION NO. 548944.
14. TERMS, CONDITIONS AND PROVISIONS OF HOLY CROSS ENERGY EASEMENT RECORDED JULY 19, 1999 AT RECEPTION NO. 548945 AND EASEMENT RECORDED JULY 19, 1999 UNDER

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: GW63012102

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

RECEPTION NO. 548946, AND EASEMENT RECORDED AUGUST 4, 2003 UNDER RECEPTION NO. 633263.

15. TERMS, CONDITIONS AND PROVISIONS OF PIPELINE AND RIGHT OF WAY GRANT RECORDED DECEMBER 09, 2004 AT RECEPTION NO. 664859.
16. TERMS, CONDITIONS AND PROVISIONS OF PIPELINE AND RIGHT OF WAY GRANT RECORDED DECEMBER 29, 2004 AT RECEPTION NO. 666041.
17. TERMS, CONDITIONS AND PROVISIONS OF PIPELINE AND RIGHT OF WAY GRANT RECORDED FEBRUARY 15, 2005 AT RECEPTION NO. 668696.
18. TERMS, CONDITIONS AND PROVISIONS OF SURFACE FACILITY GRANT RECORDED MARCH 20, 2006 AT RECEPTION NO. 694315, AND GRANT RECORDED MARCH 20, 2006 UNDER RECEPTION NO. 694316, AND AFFIDAVIT RECORDED AUGUST 14, 2009 UNDER RECEPTION NO. 773260.
19. TERMS, CONDITIONS AND PROVISIONS OF RIGHTS OF WAY EASEMENT GRANT RECORDED JANUARY 25, 2008 AT RECEPTION NO. 741841.
20. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED FEBRUARY 23, 2009, UNDER RECEPTION NO. 763570 AND DEED RECORDED MARCH 22, 2010 783573, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
21. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JULY 23, 2009 AT RECEPTION NO. 771936 AND RE-RECORDED JULY 28, 2009 UNDER RECEPTION NO. 772187.
22. TERMS, CONDITIONS AND PROVISIONS OF AFFIDAVIT OF SURFACE FACILITIES RECORDED AUGUST 14, 2009 AT RECEPTION NO. 773260.
23. TERMS, CONDITIONS AND PROVISIONS OF RIGHT-OF-WAY EASEMENT RECORDED NOVEMBER 30, 2010 AT RECEPTION NO. 795002, AND CORRECTION AGREEMENT RECORDED JUNE 29, 2012 UNDER RECEPTION NO. 820776.
24. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT RECORDED JULY 05, 2011 AT RECEPTION NO. 804755.
25. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AGREEMENT RECORDED JUNE 25, 2013 AT RECEPTION NO. 837165.
26. TERMS, CONDITIONS AND PROVISIONS OF PIPELINE AND RIGHT OF WAY GRANT RECORDED MAY 30, 2014 AT RECEPTION NO. 849680 AND GRANT RECORDED MAY 30, 2014 UNDER RECEPTION NO. 849681.



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

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

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

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

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

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

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

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment to Insure

ALTA Commitment - 2006 Rev.

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

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

CONDITIONS AND STIPULATIONS

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

STANDARD EXCEPTIONS

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

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

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

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


John E. Freyer, Jr.
President



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


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
970-945-2610

LARRY D KNOX
LARRY D KNOX
1050 JUNIPER HILLS DR
PARACHUTE, CO 81635

Reference

Your Reference Number: TBD Commitment - 63012102
Our Order Number: GWS-4918
Our Customer Number: 73195.1
Invoice Requested by: LARRY D KNOX
Invoice (Process) Date: July 19, 2017
Transaction Invoiced By: Web Services
Email Address: invoicing@ltgc.com

Invoice Number: GWS-4918

Date: July 19, 2017

Order Number: 63012102

Property Address: TBD LARRY KNOX SUBDIVISION EXEMPTION NO 3 PARACHUTE 81635

Buyer/Borrower: A Buyer To Be Determined

Invoice Charges

Service:	TBD Commitment	\$211.00
Ref:	63012102	
Addr:	TBD LARRY KNOX SUBDIVISION EXEMPTION NO 3	
Party:	LARRY D. KNOX	
Total Amount Invoiced:		\$211.00
Less Payment(s):		\$0.00
Balance Due:		\$211.00

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number GWS-4918** on your Payment



ORIGINAL PERMIT APPLICANT(S)

LARRY KNOX

APPROVED WELL LOCATION

Water Division: 5 Water District: 45
 Designated Basin: N/A
 Management District: N/A
 County: GARFIELD
 Parcel Name: N/A

SE 1/4 NW 1/4 Section 3 Township 8.0 S Range 96.0 W Sixth P.M.

Well to be constructed on specified tract of land

PERMIT TO CONSTRUCT A NEW WELL

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a tract of land of 40.00 acres described as the SE 1/4 of the NW 1/4, Sec. 3, Twp. 8 S, Rng. 96 W, S P.M., Garfield County.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than three (3) single family dwellings, the watering of poultry, domestic animals and livestock on a farm or ranch and the irrigation of not more than one (1) acre of home gardens and lawns.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.1 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include a GPS location (UTM coordinates) pursuant to the Division of Water Resources' guidelines.

NOTE: Notice was sent pursuant to HB 09-1303 regarding 600 foot spacing water well to oil and gas well.

NOTE: Expired permit nos. 226456 and 263332 were previously issued for this tract of land.

NOTE: Parcel Identification Number (PIN): 23-2447-032-00-065

NOTE: Assessor Tax Schedule Number: R270542

NOTE: This permit will expire on the expiration date unless the well is constructed by that date. A Well Construction and Yield Estimate Report (GWS-31) must be submitted to the Division of Water Resources to verify the well has been constructed. An extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us>

Dwight Whitehead

Issued By DWIGHT WHITEHEAD

Date Issued: 8/18/2017

Expiration Date: 8/18/2019

OFFICE OF THE STATE ENGINEER, STATE OF COLORADO

NOTICE OF A PERMIT TO CONSTRUCT NEW RESIDENTIAL WATER WELL
IN THE MATTER OF A PERMIT TO CONSTRUCT A RESIDENTIAL WATER WELL WITHIN 600 FEET OF AN OIL AND GAS WELL

CERTIFICATE MAIL 7006 3450 0001 4308 2807

OPERATOR NAME: ENCANA OIL & GAS (USA), INC - #100185
ATTN: JULIA CARTER
370 17TH ST STE 1700
DENVER, CO 80202-5632

COGCC API NO. 05-045-11759, 05-045-11760, 05-045-11763 & 05-045-14892

WELL NAME: COLOHAN 3-12 (OE3), COLOHAN 3-11 (OE3), COLOHAN 3-5 (OE3) & COLOHAN FEDERAL 3-6 (OE3)

APPLICANTS: LARRY KNOX
RECEIPT NO. 9504265
PERMIT NO. 306598
PROPOSED LOCATION: SE ¼ NW ¼ Sec 3, Twp 8 South, Rng 96 West, 6th P.M.
Tax no. R270542, Garfield County

On August 18, 2017, water well permit number 306598 was issued to Larry Knox (copy of permit enclosed). Pursuant to House Bill 09-1303, notice of a proposed water well to serve an individual site, with a pumping rate not to exceed 15 GPM, has been sent to all recorded owners (operators) of oil and gas wells within 600 feet of the proposed water well.

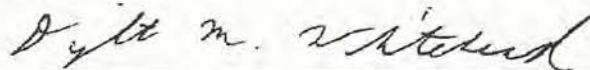
Water well permit no. 306598 may be located within 600 feet of the Colohan Wells being located in the SW ¼ of the NW ¼ Sec 3, Twp 8 South, Rng 9 West, 6th P.M., **Colorado Oil and Gas Conservation Commission API Number(s) noted above, 6Operator name, ENCANA OIL & GAS (USA), INC - #100185.**

No further action or response is required on your part.

Please call me at (970) 945-5665 ext 5011 if you have any questions regarding this matter.

Dated August 18, 2017

By:



Dwight M. Whitehead, Engineering Tech (Ground Water)

Encls

cc: permit file, file no. 306598
Larry Knox

CERTIFICATE OF SERVICE

I hereby certify that I have duly served the NOTICE OF A PERMIT TO CONSTRUCT A NEW RESIDENTIAL WELL upon all parties herein by depositing copies of the same in the United States mail, postage prepaid, at, Glenwood Springs, Colorado, this 18th day of August, 2017, addressed as follows:

ENCANA OIL & GAS (USA), INC - #100185
ATTN: JULIA CARTER
370 17TH ST STE 1700
DENVER, CO 80202-5632

STATE OF COLORADO
DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER
1313 Sherman St., Ste 821, Denver, Colorado 80203
(303) 866-3581

INFORMATION FOR WELL PERMITS APPROVED PURSUANT TO CRS 37-92-602
(HOUSEHOLD, DOMESTIC, LIVESTOCK AND EXEMPT COMMERCIAL USES)

Carefully read the conditions of approval on your well permit. The conditions and the information on this information sheet must be complied with in order for the permit to remain valid.

The well permit number is located in the upper right hand corner of the permit, and the expiration date is located in the lower right hand corner.

THE WELL PERMIT EXPIRATION DATE IS TWO YEARS FROM THE DATE ISSUED. Evidence of well construction must be received on appropriate form PRIOR TO THE EXPIRATION DATE OF THE PERMIT. The required form is the Well Construction and Test Report (Form No. GWS-31).

The expiration date of the permit may be **extended one year at a time** for good cause shown, at the discretion of the State Engineer. If an extension of time is necessary to construct the well, the owner must file a written request for the extension. The request must be received by the State Engineer prior to the expiration date. The request must state why the well has not been constructed, and must include an estimate of time required to construct the well.

Water well construction and pump installation contractors are licensed in Colorado to perform these specialized tasks. It is illegal for individuals who do not hold these licenses to construct wells and install pumping equipment in or on wells. The well must be constructed and pumping equipment installed by contractors with current license(s) issued by the State of Colorado unless exempted as described on the reverse side. Please ask to see their license(s). Backhoe Operators and Licensed Plumbers may or may not hold the respective Well Construction and/or Pump Installation licenses. Please be aware of this when you contract to construct the well and install pumping equipment. The well construction report including a test of the well yield must be submitted to the office of the State Engineer within sixty (60) days of completion of the work or within seven days after expiration of the permit, whichever is earlier. The pump installation report including a pumping system test must be submitted within sixty (60) days of completion of the work. The contractor(s) must provide you with a copy of the work report(s) filed with the State Engineer. Additional information regarding well construction, pump installation, required testing and well plugging and sealing regulations are found on the reverse side of this sheet.

Keep a copy of this permit for your records. The official digital image of the permit is on file in the Denver office Records Section. You may view or print the entire permit file using our online well permit search tool: <http://www.dwr.state.co.us/WellPermitSearch/> Hard copies of permit documents may be obtained from our Records Section for a fee of 50 cents per page. Statutes require that any change of mailing address or ownership be reported to the State Engineer. Form number GWS-11 is used both by new owners to report ownership changes and current owners to report address changes.

If you have questions, contact the Ground Water Information Desk at (303) 866-3587, or the Division Office in the area where your well is located.

Division 1 810 9 th St., Ste. 200 Greeley, CO 80631 (970) 352-8712 Fax: (970) 392-1816	Division 2 310 E. Abriendo Ave Ste B Pueblo, CO 81004 (719) 542-3368 Fax: (719) 544-0800	Division 3 301 Murphy Drive Alamosa, CO 81101 (719) 589-6683 Fax: (719) 589-6685	Division 4 2730 Commercial Way (physical) Montrose, CO 81401 P.O. Box 456 Zip 81402 (mailing) (970) 249-6622 Fax: (970) 249-8728
Division 5 202 Center Drive (physical) Glenwood Spgs., CO 81601 P.O. Box 396 Zip 81602 (mailing) (970) 945-5665 Fax: (970) 945-8741 Call First	Division 6 505 Anglers Dr. Suite 101 (physical) Steamboat Spgs, CO 80487 P.O. Box 773450 Zip 80477 (mailing) (970) 879-0272 Fax: (970) 879-1070	Division 7 160 Rockpoint Dr Ste E Durango, CO 81301 (970) 247-1845 Fax: (970) 259-0944	Denver Office 1313 Sherman St., Ste 821 Denver, CO 80203 (303) 866-3581 No Fax

Larry Knox Subdivision Exemption No. 3

Situated in the SE1/4NW1/4 Section3, Township 8 South, Range 96 West of the 6th P.M.

County of Garfield. State of Colorado

Well Share Agreement Between Lot No. 1 and Lot No. 2

This Agreement will constitute the Legal and Mechanical sharing of the well drilled under Well Permit Number 306598, Receipt Number 9504265 issued to Larry Knox on 08/18/2017, between the 2 lots created by the Public/County Road Split Exemption (File No. RSEA-07-17-8564). The well will be located as designated on the Plat Map on Lot No. 1. The well is Limited to not More than 3 Homes, Fire protection, Domestic livestock watering and 1 Acre of Irrigation (Gardening). The Well is limited to a Maximum flow rate of 15 GPM, however there is no method of telling until after production what the flow rate will be. The division will be considered 3 Shares, with the consideration of the limit of 3 Homes. The surface usage will follow as 3 equal Shares to be used only in the manner approved by the permit. There will be a pressure tank and pump station located at the Wellhead. The maintenance cost and upkeep as well as necessary upgrading, if needed, will be Shared equal, following the Shares of Well ownership. The waterlines will depart the Wellhead Pump station as 2 separate lines, one following the Easement on the Plat thru the existing Sleeve to lot No. 2. This line from the Well head out will be the sole responsibility of the Owner of Lot No. 2. The owner of Lot No. 2 will have the legal right to access the property of Lot No. 1 for any needed Inspection or maintenance of said line and the facilities servicing the line. The Well and Pump Station shall be Maintained in a safe and usable manner at all times for the use and pleasure of all owners and the cost shall be Shared equally as to the Shares owned by each party. If any party refuses to adequately maintain the facility the other shall have the right to perform the maintenance with his best judgment and require the other to pay his share of the repair or installation.

Upon the Approval of this Exemption, Two (2) Shares shall be Retained by Lot No. 1 and One (1) Share Shall become the property of Lot No. 2. As all Shares are attached to homes, If the owner of Lot No. 1 decides not to build a second house and lot No. 2 wants to build a second home, lot No.1 can at his discretion sell the 2nd Share to Lot No. 2, otherwise the Shares will be Permanently Attached to the lots as designated.

Drawn and Signed by Property Owner and Exemption Requester,

Larry D. Knox  08/27/2017

EXEMPTION PLAT

Larry Knox Subdivision Exemption No. 3

SITUATED IN THE SE1/4NW1/4 SECTION 3, TOWNSHIP 8 SOUTH, RANGE 96 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO

Certificate of Dedication and Ownership:

The undersigned, Larry D. Knox being the sole owner in fee simple of all that real property situated in Garfield County, Colorado, described as follows:

The SE1/4NW1/4 of Section 3, Township 8 South, Range 96 West of the 6th, P.M.

containing 40.457 acres, more or less, have by these presents laid out and platted the same as shown on this Plat under the name and style of Larry Knox Exemption Plat No. 3, an Exemption Plat of lands in the County of Garfield. The Owners do hereby dedicate and set apart all of the streets and roads as shown on the accompanying Plat to the use of the public forever, and hereby dedicate(s) to the Owners of the Lots within this subdivision exemption those portions of said real property which are labeled as utility easements on the accompanying Plat as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities including, but not limited to, electric lines, gas lines and telephone lines, together with the right to trim interfering trees and brush, with perpetual right of ingress and egress for installation and maintenance of such lines. Such easement and rights shall be utilized in a reasonable and prudent manner. All expense for street paving or improvements shall be furnished by the seller or purchaser, not by the County of Garfield.

EXECUTED this ___ day of ___, A.D., 20__.

Owner: Larry D. Knox
Address:
950 Juniper Hills Drive
Parachute, CO.
81635

STATE OF _____; ss
COUNTY OF _____

The foregoing Certificate of Dedication and Ownership was acknowledged before me this ___ day of ___, A.D., 20__, by Larry D. Knox.

My commission expires:
Witness my hand and official seal.

Notary Public

County Commissioner's Certificate:

Based upon the review and recommendation of Garfield County Director of Community Development, the Board of County Commissioners of Garfield County, Colorado, hereby approves this Exemption Plat this ___ day of ___, A.D., 2017, for filing with the Clerk and Recorder of Garfield County and for conveyance to the County of the public dedications shown hereon, subject to the provisions that approval in no way obligates Garfield County for the financing or construction of improvements on lands, public roads, highways or easements dedicated to the public, except as specifically agreed to by the Board of County Commissioners by separate resolution.

Chairman, Board of County Commissioners
Garfield County, Colorado

Witness my hand and seal of the County of Garfield.

ATTEST:

County Clerk

County Surveyor's Certificate:

Approved for content and form only and not the accuracy of surveys, calculations or drafting, pursuant to C.R.S. § 38-51-101 and 102, et seq.

DATED this ___ day of ___, A.D., 20__.

Garfield County Surveyor

Certificate of Taxes Paid:

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of ___ upon all parcels of real estate described on this Plat are paid in full.

DATED this ___ day of ___, A.D., 20__.

Treasurer of Garfield County

Title Certificate:

I, _____ an attorney licensed to practice law in the State of Colorado, or agent authorized by a title insurance company, do hereby certify that I have examined the title to all lands shown upon this Plat and that title to such lands is vested in Larry D. Knox free and clear of all liens and encumbrances (including mortgages, deeds of trust, judgments, easements, contracts and agreements of record affecting the real property in this Plat), except as follows:

DATED this ___ day of ___, A.D., 20__.

TITLE COMPANY:

Agent

OR

Attorney
Colorado Attorney Registration No. _____

"Exemption Lot No. 1 Legal Description:"

A tract of land being situated in the SE1/4NW1/4 of Section 3, Township 8 South, Range 86 West of the 6th P.M., County of Garfield, State of Colorado, said tract of land lying Northeastly of the centerline of Garfield County Road No. 306 as located by survey on July 7th, 2017, said tract of land being described by metes and bounds as follows:

Beginning at the Northeast corner of said SE1/4NW1/4, said point being monumented with a 3-1/4" aluminum cap on a No. 6 rebar, PLS No. 27613; thence along the North line of said SE1/4NW1/4 N.88°21'24"W. 1235.63 feet, to the centerline of said Garfield County Road No. 306, thence along said centerline the following twelve (12) courses:
1) S.04°13'49"E. 90.68 feet;
2) 164.59 feet along the arc of a curve to the left having a radius of 196.84 feet, a central angle of 47°54'28" and sub-tending a chord which bears S.28°11'03"E. 159.84 feet;
3) S.52°08'17"E. 139.86 feet;
4) 76.39 feet along the arc of a curve to the left having a radius of 504.12 feet, a central angle of 08°40'54" and sub-tending a chord which bears S.56°28'44"E. 76.31 feet;
5) S.60°49'11"E. 271.43 feet;
6) 88.09 feet along the arc of a curve to the left having a radius of 332.17 feet, a central angle of 15°11'43" and sub-tending a chord which bears S.68°25'03"E. 87.84 feet;
7) S.76°00'55"E. 107.62 feet;
8) 123.28' along the arc of a curve to the right having a radius of 492.29 feet, a central angle of 14°20'55" and sub-tending a chord which bears S.68°50'27"E. 122.96 feet;
9) S.61°39'59"E. 91.71 feet;
10) 157.56 feet along the arc of a curve to the right having a radius of 332.78 feet, a central angle of 27°07'39" and sub-tending a chord which bears S.48°06'10"E. 156.09 feet;
11) S.34°32'21"E. 246.90 feet;
12) 93.03 feet along the arc of a curve to the left having a radius of 146.26 feet, a central angle of 36°26'40" and sub-tending a chord which bears S.52°45'40"E. 91.47 feet to a point on the East line of said SE1/4NW1/4; thence along said East line N.01°54'47"E. 965.32 feet to the Point of Beginning.
Containing 14.745 acres as described herein.

"Exemption Lot No. 2 Legal Description:"

A tract of land being situated in the SE1/4NW1/4 of Section 3, Township 8 South, Range 86 West of the 6th P.M., County of Garfield, State of Colorado, said tract of land lying Southwesterly of the centerline of Garfield County Road No. 306 as located by survey on July 7th, 2017, said tract of land being described by metes and bounds as follows:

Beginning at the Northwest corner of said SE1/4NW1/4, said point being monumented with a 3-1/4" aluminum cap on a No. 6 rebar, PLS No. 37075; thence along the North line of said SE1/4NW1/4 S.88°21'24"W. 78.30 feet to the centerline of said Garfield County Road No. 306, thence along said centerline the following twelve (12) courses:
1) S.04°13'49"E. 90.68 feet;
2) 164.59 feet along the arc of a curve to the left having a radius of 196.84 feet, a central angle of 47°54'28" and sub-tending a chord which bears S.28°11'03"E. 159.84 feet;
3) S.52°08'17"E. 139.86 feet;
4) 76.39 feet along the arc of a curve to the left having a radius of 504.12 feet, a central angle of 08°40'54" and sub-tending a chord which bears S.56°28'44"E. 76.31 feet;
5) S.60°49'11"E. 271.43 feet;
6) 88.09 feet along the arc of a curve to the left having a radius of 332.17 feet, a central angle of 15°11'43" and sub-tending a chord which bears S.68°25'03"E. 87.84 feet;
7) S.76°00'55"E. 107.62 feet;
8) 123.28' along the arc of a curve to the right having a radius of 492.29 feet, a central angle of 14°20'55" and sub-tending a chord which bears S.68°50'27"E. 122.96 feet;
9) S.61°39'59"E. 91.71 feet;
10) 157.56 feet along the arc of a curve to the right having a radius of 332.78 feet, a central angle of 27°07'39" and sub-tending a chord which bears S.48°06'10"E. 156.09 feet;
11) S.34°32'21"E. 246.90 feet;
12) 93.03 feet along the arc of a curve to the left having a radius of 146.26 feet, a central angle of 36°26'40" and sub-tending a chord which bears S.52°45'40"E. 91.47 feet to a point on the East line of said SE1/4NW1/4; thence along said East line S.01°54'47"E. 381.63 feet to the Center 1/4 corner of said Section 3, said point being monumented with a 3-1/4" aluminum cap in a 1-1/2" iron pipe, PLS No. 15710, thence along the South line of said SE1/4NW1/4 N.88°11'22"W. 1306.53 feet to the Center-West 1/16 corner of said Section 2, said point being monumented with a 3-1/4" aluminum cap on a No. 6 rebar, PLS No. 37075; thence along the West line of said SE1/4NW1/4 N.01°35'53"E. 1343.12 feet to the Point of Beginning.
Containing 25.712 acres as described herein.

County Required Plat Notes:

- 1) No open hearth solid-fuel fireplaces will be allowed anywhere within the subdivision exemption. One (1) new solid-fuel burning stove as defined by C.R.S. 25-7-401 et. seq., and the regulation promulgated thereunder, will be allowed in any dwelling unit. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.
2) All exterior lighting shall be the minimum amount necessary and that all exterior lighting shall be directed inward, and downward towards the interior of such subdivision exemption lot, except that provisions may be made to allow for safety lighting that goes beyond the property boundaries.
3) Foundations and individual sewage disposal systems shall be engineered by a Professional Engineer licensed within the State of Colorado.
4) Colorado is a "Right to Farm" state pursuant to C.R.S. 35-3-101 et. seq. Landowners, residents and visitors must be prepared to accept the activities, sights, sounds and smells of Garfield County's agricultural operations as a normal and necessary aspect of living in a County with a strong rural character and a healthy ranching sector. Those with an urban sensitivity may perceive such activities, sights, sounds, smells only as an inconvenience, eyesore, noise and odor. However, State Law and County Policy provide that ranching, farming and other agricultural activities and operations within Garfield County shall not be considered to be nuisances so long as operated in conformance with the law and in a non-negligent manner. Therefore, all must be prepared to encounter noises, odor, lights, mud, dust, smoke, chemicals, machinery on public roads, livestock on public roads, storage and disposal of manure and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides, any one or more of which may naturally occur as a part of a legal and non-negligent agricultural operations.
5) All owners of land, whether ranch or residence, have obligations under State Law and County Regulations with regard to the maintenance of fences and irrigation ditches, control of weeds, keeping livestock and pets under control, using property in accordance with zoning and other aspects of using and maintaining property. Residents and landowners are encouraged to learn about these rights and responsibilities and act as good neighbors and citizens of the County. A good introductory source for such information is a "Guide to Rural Living and Small Scale Agriculture" put out by the Colorado State University Extension Office in Garfield County.
6) Control of noxious weeds is the responsibility of the property owner in compliance with the Colorado Noxious Weed Act and the Garfield County Weed Management Plan.
7) The mineral rights associated with this property will not be transferred with the surface estate therefore allowing the potential for natural resource extraction on the property by the mineral estate owner(s) or lessee(s).
8) No future division will be allowed via subdivision exemption.
9) Mineral rights of record being retained by the US Government per patent recorded as Reception No. 201777.

Surveyor's Certificate:

I, Samuel D. Phelps, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of the "Larry Knox Subdivision Exemption No. 3", as laid out, platted, dedicated and shown hereon, that such Plat was made from an accurate survey of said property by me, or under my supervision, and correctly shows the location and dimensions of the lots, easements and streets of the "Larry Knox Subdivision Exemption No. 3" as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In witness whereof, I have set my hand and seal this ___ day of ___, A.D., 20__.

Samuel D. Phelps
Colorado Licensed Professional
Land Surveyor No. 27613
For and on behalf of SurvCo, Inc.
A Colorado Corporation



NOTICE: (In accordance with C.R.S. 13-80-105)

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover 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 certification shown hereon.

Surveyor's Notes:

- 1) This survey does not represent a title search by this land surveyor or survey company to determine easements or other encumbrances of record. As per client request all information pertaining to ownership, easements or other encumbrances that approval has been taken from a title insurance commitment issued by Land Title Guarantee Company, title insurance commitment order no. GW63012102, effective date June 23, 2017 at 5:00 P.M.
a) Title Exception Nos. 1 through 7 are standard exceptions.
b) Title Exception No. 8: According to the US Patent as recorded under Reception No. 201777 this property is subject to mineral reservations and US Patent rights for ditches or canals as constructed under the authority of the United States.
c) Title Exception No. 9: plotted and shown hereon.
d) Title Exception No. 10: plotted and shown hereon.
e) Title Exception No. 11: does not affect the subject property.
f) Title Exception No. 12: plotted and shown hereon.
g) Title Exception No. 13: does not affect the subject property.
h) Title Exception No. 14: Reception Nos. 548945 and 548946 do not affect the subject property. Reception No. 633263 plotted and shown hereon.
i) Title Exception No. 15: plotted and shown hereon.
j) Title Exception No. 16: does not affect the subject property.
k) Title Exception No. 17: plotted and shown hereon.
l) Title Exception No. 18: plotted and shown hereon.
m) Title Exception No. 19: does not affect the subject property.
n) Title Exception No. 20: This property is subject to mineral right reservations and any assignments thereof as evidenced by document recorded under Rec. No. 763570.
o) Title Exception No. 21: does not affect the subject property.
p) Title Exception No. 22: plotted and shown hereon.
q) Title Exception No. 23: plotted and shown hereon.
r) Title Exception No. 24: does not affect the subject property.
s) Title Exception No. 25: plotted and shown hereon.
t) Title Exception No. 26: does not affect the subject property.
2) This survey is based on the following documents:
a) 1891 USGS survey of '88, 89SW of the 6th P.M.
b) Monumentation being found in place as indicated hereon.
c) US Patent - Reception No. 201777
d) Warranty Deed - Reception No. 206663
e) Various documents of record as noted hereon.
3) Bearings as shown hereon are Colorado Central Zone grid and are based on a RTK-GPS observed bearing of N.01°54'47"E. for the line between the North and Center 1/4 corners of Section 3. Monumentation being found in the field as indicated hereon.
4) All linear units of measurement as shown hereon are in US Survey feet.
5) This plat has been prepared pursuant to client request as an "Exemption Plat" per Garfield County requirements and complies with C.R.S. 38-51-102(7) and is not represented to be an "Improvement Survey Plat" or "Improvement Location Certificate" of the subject property.
6) Date of field survey: July 07, 2017.
7) Date of final monumentation: TBD, 2017.
8) PURPOSE STATEMENT: This plat has been prepared pursuant to client request to create legally subdivided lots as indicated hereon pursuant to C.R.S 38-51-102(7) and 30-28-101(10) (d).

Clerk and Recorder's Certificate:

This Plat was filed for record in the Office of the Clerk and Recorder of Garfield County, Colorado, at ___ o'clock ___ on this ___ day of ___, 20___, and is duly recorded as Reception No. _____.

Clerk and Recorder

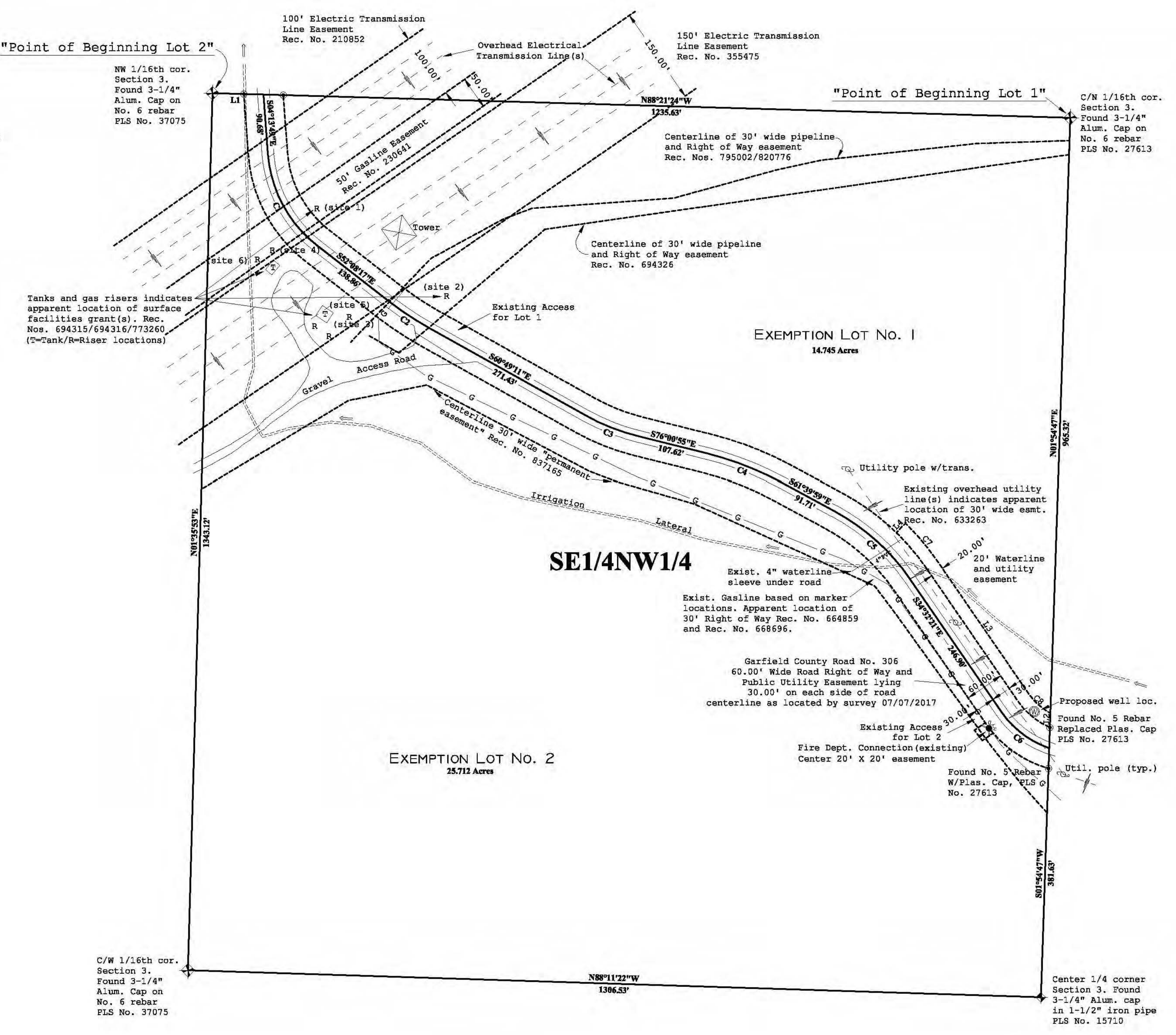
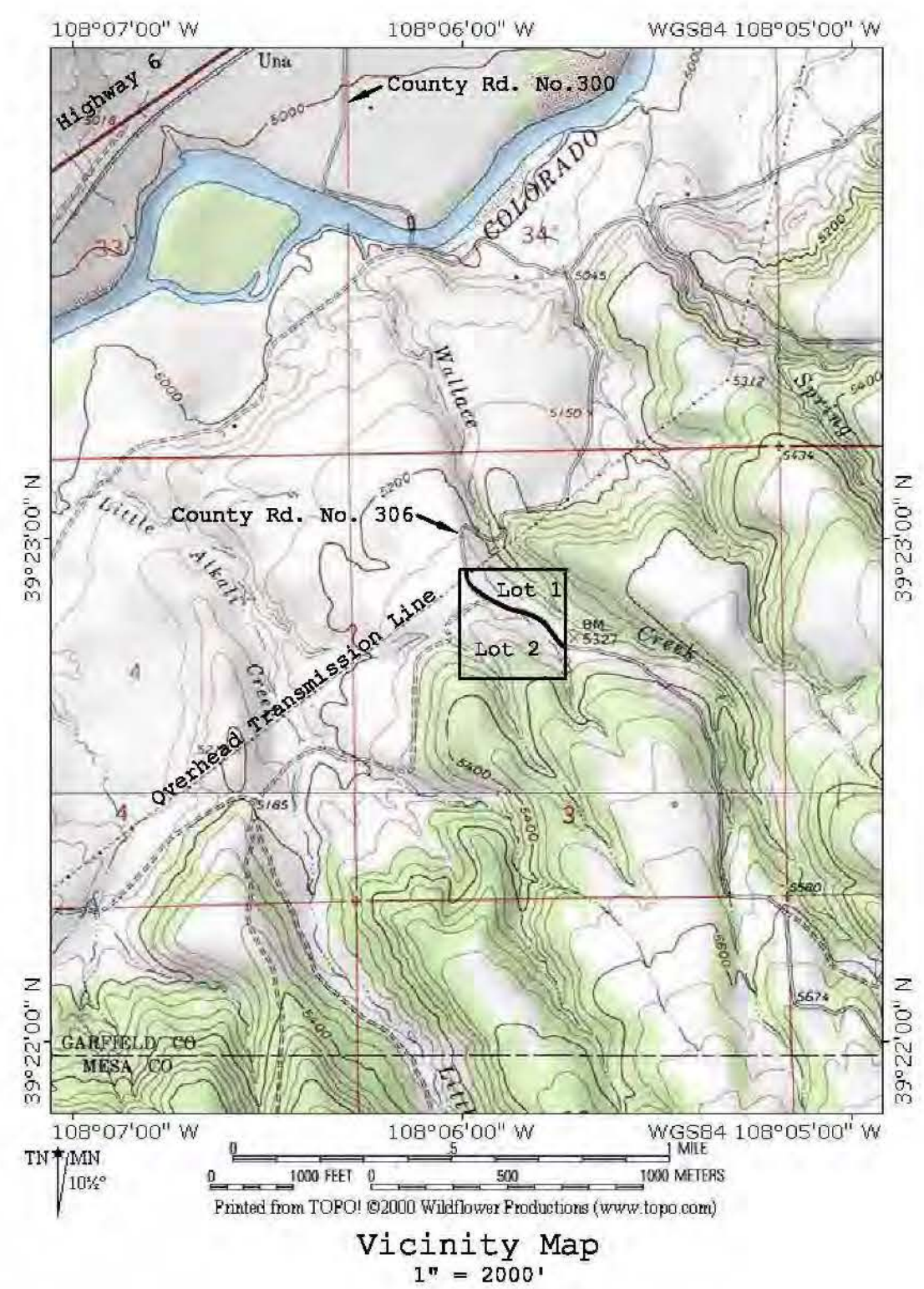
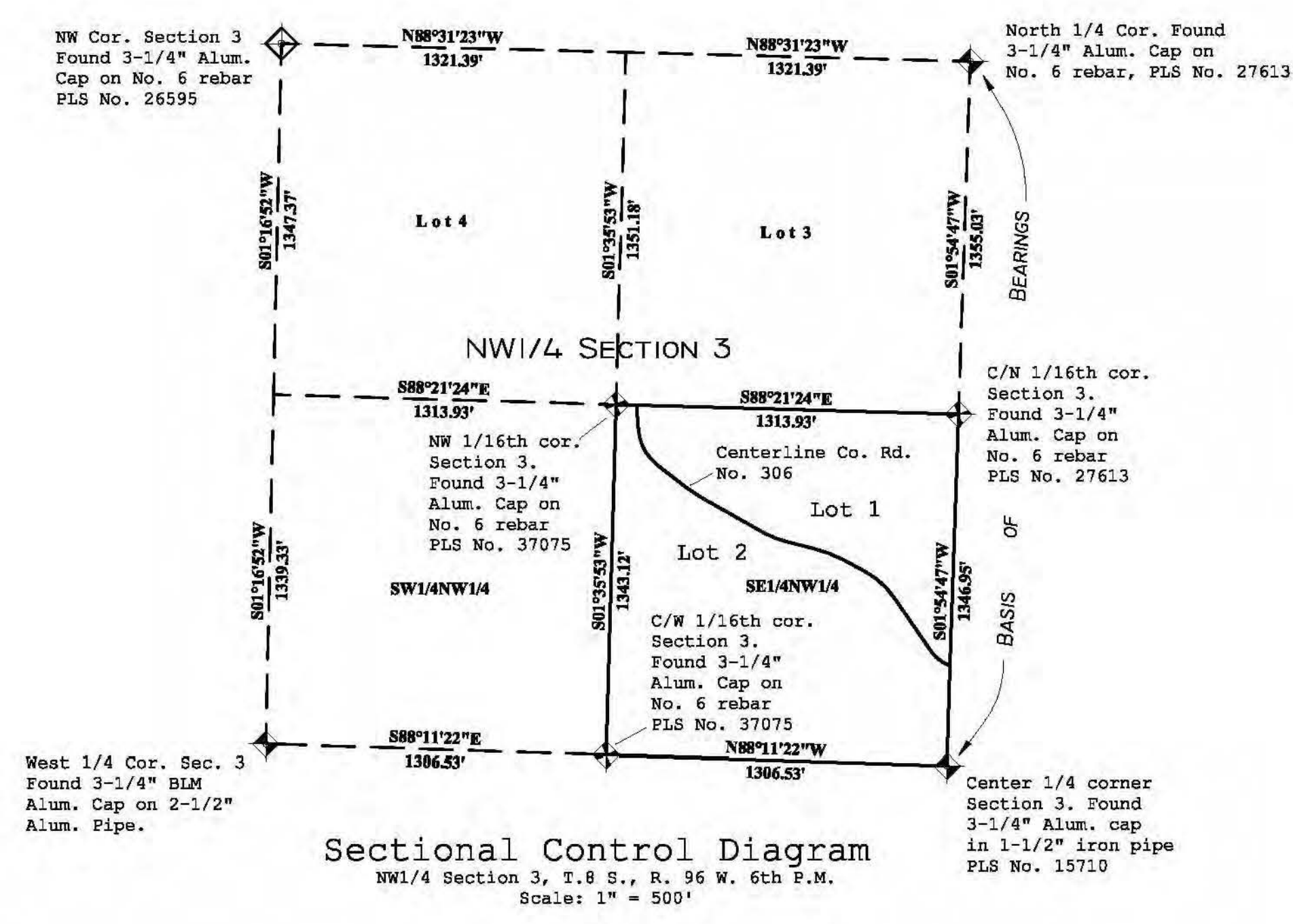
By:
Deputy

SurvCo, Inc.
Professional Land Surveying Services
"Servicing Western Colorado since 1991"
826-1/2 Grand Avenue
Post Office Box 2782
Glenwood Springs, CO. 81602-2782
Phone: (970) 945-5945 Email: survco@gmail.com

Table with 4 columns: Client (Larry Knox), Date (July 12, 2017), Job No. (97.036), and other project details.

EXEMPTION PLAT
Larry Knox Subdivison Exemption No. 3

SITUATED IN THE SE1/4NW1/4 SECTION 3, TOWNSHIP 8 SOUTH, RANGE 96 WEST OF THE 6TH P.M.
 COUNTY OF GARFIELD, STATE OF COLORADO

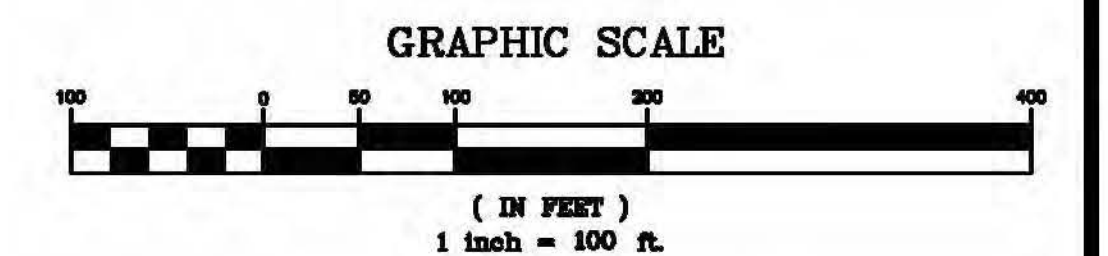


Line Table

Line No.	Bearing	Length
L1	S88°21'24"E	78.30'
L2	N01°54'47"E	21.90'
L3	S34°32'21"E	246.90'
L4	N44°12'41"E	20.00'

Curve Table

Curve No.	Arc Length	Radius	Central Angle	Chord Bearing	Chord Distance	Tangent Distance
C1	164.59'	196.84'	47°54'28"	S28°11'03"E	159.84'	87.45'
C2	76.39'	504.12'	8°40'54"	S56°28'44"E	76.31'	38.27'
C3	88.09'	332.17'	15°11'43"	S68°25'03"E	87.84'	44.31'
C4	123.28'	492.29'	14°20'55"	S68°50'27"E	122.96'	61.97'
C5	157.56'	332.78'	27°07'39"	S48°06'10"E	156.09'	80.28'
C6	93.03'	146.26'	36°26'40"	S52°45'40"E	91.47'	48.15'
C7	75.16'	382.78'	11°14'59"	N40°09'50"W	75.03'	37.70'
C8	45.37'	96.26'	27°00'17"	S48°02'29"E	44.95'	23.11'



⊙ Indicates No. 5 rebar 18" long with 1-1/2" orange plastic cap PLS No. 27613 to be set unless noted otherwise.



Sheet 2 of 2	Client: Larry Knox	Date: July 12, 2017		
	Drawn By: S. Phelps	Job No.: 97.036	.dwg file: 97.036.033	
			1	39/05/2017
			ADD	ADD

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