

AGREEMENT FOR COMPATIBLE DEVELOPMENT

THIS AGREEMENT FOR COMPATIBLE DEVELOPMENT is made and entered into this 14th day of November, 2000, among UNION PACIFIC RESOURCES COMPANY, a Delaware corporation ("UPRC"), and UNION PACIFIC LAND RESOURCES CORPORATION, a Nebraska corporation ("UPLRC"), both with an address for business of P.O. Box 1330, Houston, Texas 77251-1330 and referred to hereinafter alone or together, as appropriate, as the "UP Entities" and DACONO PROPERTIES, LLC, a Colorado limited liability company, with an address for business of 2500 Arapahoe, Suite 220, Boulder, Colorado 80302 ("Developer").

RECITALS

- A. Chuck Bellock Construction, Inc. ("Bellock") and UPLRC have entered into an Offer to Purchase and Agreement of Sale ("Sales Agreement") that covers the sale by UPLRC to Bellock of portions of the surface estate and certain mineral interests in Weld County, Colorado, for the property that is described in Exhibit "A" hereto (the "Property").
- B. Bellock has assigned all of its interests in the Sales Agreement to Developer.
- C. Developer intends to purchase the Property in order to develop the surface in the future.
- D. The UP Entities, or either of them, own and will reserve to themselves the oil and gas estate for the Property in any deed or deeds issued pursuant to the Sales Agreement.
- E. The UP Entities, as owners of the oil and gas estate, or other companies or entities pursuant to oil and gas leases or other agreements or assignments, have the right to explore for and develop the oil and gas under the Property.
- F. Oil and gas well sites and production sites and access roads and pipelines currently are located on the Property.
- G. Current Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations would allow the owners and/or lessees of the oil and gas for the Property to locate drillsites, one each in approximately the center of each quarter section and one in the center of each quarter quarter section.
- H. The parties enter into this Agreement for Compatible Development ("Agreement") to provide for the coexistence and joint development of the surface estate and the oil and gas estate and to delineate the process with which the parties shall comply with respect to the development of the two estates.

CO-93121-00

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

1. THIS AGREEMENT SUPERCEDES EARLIER AGREEMENT.

This Agreement supercedes and replaces in its entirety the Agreement for Compatible Development dated August 5, 1999 among UPLRC, UPRC, and Bellock.

2. DEFINITIONS.

(a) Application for Development includes a proposed subdivision plat, a planned unit development, a special use permit application, an application for a preliminary or final plat or plan, or any other designation for a surface development application used by a local jurisdiction, and any annexation request and any application for zoning or rezoning.

(b) Oil and Gas Interest Owners include the UP Entities and the lessees identified in oil and gas leases which have been recorded in the land records of Weld County, Colorado, or the assignees of recorded oil and gas leases where a notice of the assignment has been recorded in the land records of Weld County, Colorado and any other person or entity which a UP Entity identifies in writing to Developer as having an interest in the Property.

(c) Oil and Gas Well Operator means any individual or entity which operates an oil and gas well or other oil and gas facility on a Production Site or Well Site and whose identity, address, and phone number is displayed on a sign situated at the Well Site or Production Site.

(d) Applicable Oil and Gas Interest Owners refers to those Oil and Gas Interest Owners who have an interest in the parcel of property that is the subject of an Application for Development.

(e) Oil and Gas includes all oil, gas and associated liquid hydrocarbons, coal gas, coalbed methane, nitrogen, carbon dioxide, helium and all other natural gases.

(f) Production Site means that area surrounding proposed or existing production pits or other accessory equipment required in oil and gas production, at which may also be located tanks and tank batteries, exclusive of transmission and gathering pipelines.

(g) Proposed Production Site or Well Site means a site that is set aside as a future location pursuant to Section 4.

(h) Surface Use Agreement means a surface use agreement referred to herein to be entered into between Developer and the applicable Oil and Gas Interest Owners.

(i) Well Site means that area surrounding a proposed or existing well or wells and accessory structures and equipment necessary for drilling, completion, recompletion, workover, development and production activities.

3. EXISTING WELL SITE AND PRODUCTION SITE LOCATIONS. The following terms shall apply to all Well Sites and Production Sites that are in existence at the time Developer files an Application for Development:

(a) Lot lines for surface development shall be platted no closer than 200 feet from wellheads and from oil and gas facilities, including tank batteries, meter stations and separators, or any greater distance as is required by local regulations.

(b) Oil and Gas Interest Owners may continue to use their historic access to existing Well Sites and Production Sites and other oil and gas facilities and their historic easements for pipelines; provided, however, Developer and the operator of a Well Site or Production Site or pipeline may mutually agree upon alternate access routes and pipeline easements, all costs and expenses of relocations to be borne by Developer.

(c) Developer shall give advance notice to and meet at the site with representatives of the Oil and Gas Well Operator or the affected Oil and Gas Interest Owners to locate existing pipelines and to coordinate proposed surface construction activities with current and prospective oil and gas operations.

4. PROPOSED WELL SITE AND PRODUCTION SITE LOCATIONS. The following terms shall apply to proposed Production Sites and Well Sites:

(a) Prior to the approval of an Application for Development, other than for annexation and rezoning requests, Developer shall use its best efforts to meet with the applicable Oil and Gas Interest Owners to agree upon the number and location of future Well Site and Production Site locations to be installed on the Property. In the event an agreement is reached, the parties shall enter into a Surface Use Agreement specific to the parcel to be developed. In the event Developer and the applicable Oil and Gas Interest Owners cannot reach an agreement upon the number and location of future Well Sites and Production Sites or on the terms of a Surface Use Agreement, Developer shall, in connection with its Application for Development, include proposed Production Sites and Well Sites in the center of each quarter section and in the center of each quarter quarter section that conform to the locations identified in COGCC Rule 318A.a (1) and (2), a copy of which is attached to this Agreement as Exhibit B; provided, however, the size of the Well Sites and Production Sites shall conform to the description in Subsection 4.(b)(i).

(b) In locating Well Sites and Production Sites, access and pipeline easements, the parties shall include in the Surface Use Agreement, or if no Surface Use Agreement is entered

into, Developer shall, in providing for such proposed Production Sites and Well Sites, provide at a minimum, as follows:

(i) Each location shall include at least enough acreage to equal either approximately a square of four acres or a circle with a diameter of 467 feet, which acreage shall be reserved exclusively for oil and gas operations, so that surface property lines may abut, but may not be included within such acreage.

(ii) More than one well with attendant facilities may be located at both existing and proposed Well Sites and Production Sites subject to COGCC rules and regulations.

(iii) Routes to access each Well Site And Production Site and the location of pipeline easements shall be identified.

(iv) Subject to clause 4(b)(i), sufficient setbacks between buildings, building units and lot lines and Well Sites and Production Sites or wellheads and production facilities shall be provided to allow the Oil and Gas Interest Owners to comply with local setback regulations to drill a well and to conduct subsequent oil and gas operations.

5. IMPACT MITIGATION. Developer shall bear all costs to install such noise and visual impact mitigation measures it desires or the local jurisdiction or Weld County requires at or around existing and proposed Well Sites and Production Sites which are in excess of or in addition to those measures which are required by COGCC regulations for areas which are not high density; provided, however, the operator of the Well Site or Production Site shall have reasonable discretion to veto or protest the types and location of impact mitigation measures in order to allow for safe oil and gas operations. To the extent required by law or regulation, the UP Entities shall bear the cost of other impact mitigation measures, including environmental or hazardous materials cleanup, remediation or mitigation for any of its operations on the Property.

6. ACCESS AND PIPELINE EASEMENTS. All existing and future access roads and pipeline easements shall comply, at a minimum, as follow:

(a) Roads used for access shall be at least thirty (30) feet in width .

(b) Developer shall keep access that is jointly used by both surface occupants and the public and the Oil and Gas Interest Owners in good condition and repair once Developer has commenced development of the applicable parcel and until they are dedicated to a local jurisdiction. With respect to any roads that are jointly used by both the surface owner and the UP entities which are damaged as a result of actions or use by the UP entities or Developer, the cost of such repair of such damage shall be paid by the party causing the damage.

(c) Neither the UP Entities nor Developer shall unreasonably interfere with the use by the other of access roads.

(d) All pipeline easements shall be fifty (50) feet in width during construction, and thirty (30) feet in width during operations, transportation and maintenance activities. Developer shall grant the pipeline easements (for production from the property and other lands) to the Oil and Gas Interest Owners at the time they request them. It is the intention of the parties that pipeline easements be located in the most reasonably direct routes and, to the extent practicable, within dedicated rights-of-way and open space areas.

(e) Oil and Gas Interest Owners may install one or more pipelines within the easements.

7. PLAT AND LOCAL APPLICATIONS. Developer shall identify on plats and in Applications for Development (other than for annexation and rezoning requests) the locations and size of all existing and proposed Well Sites and Production Sites and other oil and gas facilities and existing and future access roads and pipeline easements, as well as the setbacks between existing and proposed Well Sites and Production Sites and planned and existing lot lines. Developer shall record a plat or other Application for Development which reflects the foregoing in the office of the Clerk and Recorder of Weld County after it is approved by the local jurisdiction.

8. NOTICE OF HEARINGS. Developer shall provide to each applicable Oil and Gas Interest Owner and Oil and Gas Well Operators written notice fifteen (15) days before each hearing on an Application for Development which affects such Oil and Gas Interest Owner's property.

9. WAIVER OF CERTAIN REQUIREMENTS AND OBJECTIONS. Developer hereby waives state and local setback regulations and other requirements that are inconsistent with this Agreement or a Surface Use Agreement and also agrees to not object in any forum to the use by Oil and Gas Interest Owners of the surface of the Property consistent with this Agreement or a Surface Use Agreement. At the request of an Oil and Gas Interest Owner, Developer shall provide such other written approvals and waivers which are reasonably requested and consistent with this Agreement or an applicable Surface Use Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC and including, for example, waivers to the setback requirements in the current COGCC Rule 603, if applicable, or any successor state or local setback regulation and to any state setback requirement from a surface property line or for an exception location request.

10. COMPLIANCE WITH RULES AND REGULATIONS. Except as may be otherwise provided in Section 9, Developer and the UP Entities agree to comply with all valid and applicable federal, state and local regulations that pertain to the development of the surface estate and the exploration and development of Oil and Gas on the Property. The UP Entities shall make reasonable efforts to persuade Oil and Gas Interest Owners to enter into Surface Use Agreements with Developer.

11. NO OBJECTION TO DEVELOPMENT. The UP Entities agree that they will not object to a request by Developer to annex, rezone, plat or replat all or any portion of the Property to the extent such request is consistent with the use by the Oil and Gas Interest Owners of the surface of the Property in the manner identified in this Agreement and any applicable Surface Use Agreement; provided, however, neither of the UP Entities shall be required to incur any expenses in connection with such request.

12. UPRC OR UPLRC A PARTY TO SURFACE USE AGREEMENTS. UPRC or UPLRC shall be a party to each Surface Use Agreement that is entered into between Developer and other applicable Oil and Gas Interest Owners.

13. OIL AND GAS INTEREST OWNERS WHICH ARE KNOWN TO THE UP ENTITIES. Attached as Exhibit C is a list of those entities which the UP Entities believe own a leasehold or other Oil and Gas interest in the Property as of the date of this Agreement. The Developer may not rely on this list, and is required to perform an independent investigation as provided in Section 2(b) and provide notice to the applicable Oil and Gas Interest Owners and Oil and Gas Well Operators.

14. WAIVER OF SURFACE DAMAGE PAYMENTS. In the event that Developer and the applicable Oil and Gas Interest Owners do not enter into a Surface Use Agreement and Developer is required under Section 4(a) to preserve drillsite locations at the locations identified in COGCC Rules 318A ("Legal Locations"), Developer hereby agrees to waive all surface damage payments for each and every well that is drilled at a Legal Location. Oil and Gas Interest Owners may provide a copy of this Agreement to the COGCC as evidence of this waiver. The term "surface damage payments" as used herein shall be given the meaning commonly used in the oil and gas industry.

15. ACKNOWLEDGMENT OF TITLE TO THE OIL AND GAS. As between the parties, Developer specifically acknowledges the title of the UP Entities to the Oil and Gas reserved and relinquishes all rights and claims thereto.

16. SURFACE OWNER CONSENT. Developer, for itself and its successors and assigns, agrees that it will not withhold its consent as surface owner of the Property (if the UP Entities, in their sole discretion, require such consent) to the exercise by the Oil and Gas Interest

Owners of their rights to explore for and develop the Oil and Gas under the Property in accordance with this Agreement or any applicable Surface Use Agreement and all applicable laws and regulations.

17. CONFLICT IN AGREEMENTS. In the event of a conflict between this Agreement and a Surface Use Agreement, the terms of the Surface Use Agreement shall control. The provisions in a Surface Use Agreement shall supersede any inconsistent provisions in this Agreement.

18. OIL AND GAS INTEREST OWNERS ARE BENEFICIARIES. The benefits of the terms of this Agreement shall extend to the Oil and Gas Interest Owners, and any of them may bring an action directly against Developer for damages or injuries sustained resulting from a breach of this Agreement by Developer; however, nothing in this Agreement is intended to create a cause of action by any Oil and Gas Interest Owner against either of the UP Entities or to enlarge any right or interest created by any agreement or lease between a UP Entity and an Oil and Gas Interest Owner.

19. RIGHTS OF OIL AND GAS LESSEES AND THEIR ASSIGNEES. Developer understands and acknowledges that the UP Entities, or either of them, have entered into leases and agreements with various entities for portions of the Property and that the UP Entities have granted their lessees the exclusive right to explore for and develop the Oil and Gas that underlies the property that is the subject of a lease. Developer further recognizes that the UP Entities enter into this Agreement in their capacity as the owners of the Oil and Gas and to protect their reversionary interest to explore for and develop the Oil and Gas at such time as a lease terminates. In this regard, Developer is aware that the applicable Oil and Gas lessees or their assignees have rights to explore for and develop the Oil and Gas that are not affected by this Agreement.

20. NO LIMITATION ON RIGHTS. Except as provided herein with respect to the Oil and Gas Interests of the UP Entities only, nothing in this Agreement is intended to limit the rights of the Oil and Gas Interest Owners under the terms of their oil and gas leases and pursuant to state law.

21. SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of all of the parties, and the benefits of this Agreement shall inure to their personal representatives, heirs, successors and assigns; provided, however, this Agreement is not intended to bind Oil and Gas Interest Owners other than the UP Entities and reference herein to the obligations of one or both of the UP entities is strictly limited to such entities. This Agreement and all of the covenants in it shall be covenants running with the land.

22. RECORDING. This Agreement shall be recorded with the Clerk and Recorder of Weld County at any time after Developer closes on the sale of all or any portion of the Property.

23. APPLICABILITY TO PROPERTY PURCHASED BY DEVELOPER. This Agreement shall apply only to that portion of the Property that Developer purchases.

24. GOVERNING LAW. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

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

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

UP Entities: Union Pacific Resources Company
c/o Anadarko Petroleum Corporation
Attention: Manager Western U.S. Land
P.O. Box 1330
17001 North Chase Drive
Houston, Texas 77251-1330

Developer: Dacono Properties, LLC
2500 Arapahoe, Suite 220
Boulder, Colorado 80302
Attention: Chuck Bellock

with a copy to: Alan Lottner, Esq.
Lottner Rubin Fishman Brown & Saul, P.C.
633 17th Street, Suite 2700
Denver, Colorado 80202-3635

27. INCORPORATION BY REFERENCE. Exhibits A and B, and C are incorporated herein by this reference.

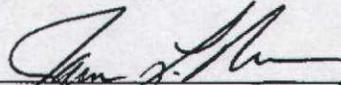
28. COUNTERPART EXECUTIONS. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

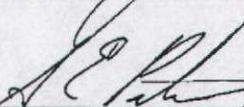
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date and year first above written.

UP ENTITIES:

UNION PACIFIC RESOURCES COMPANY,
a Delaware corporation

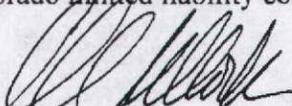
By:  *mdj.*
Its: Attorney-in-Fact

UNION PACIFIC LAND RESOURCES
CORPORATION, a Nebraska corporation

By:  *mdj.*
Its: Attorney-in-Fact

DEVELOPER:

DACONO PROPERTIES, LLC,
a Colorado limited liability company

By: 
Its: MANAGER

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

The foregoing instrument was acknowledged before me this 14th day of November, 2000, by George E. Peters, as Attorney-in-Fact of Union Pacific Land Resources Corporation, a Nebraska corporation.

WITNESS my hand and official seal.

My Commission expires: 8/29/01



Melissa S. Norman
Notary Public

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

The foregoing instrument was acknowledged before me this 14th day of November, 2000, by James L. Newcomb, as Attorney-in-Fact of Union Pacific Resources Company, a Delaware corporation.

WITNESS my hand and official seal.

My Commission expires: 8/29/01



Melissa S. Norman
Notary Public

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

The foregoing instrument was acknowledged before me this 14th day of November, 2000, by Charles E. Bullock, as Manager of Dacono Properties, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: 8/29/01



Melissa S. Norman
Notary Public

EXHIBIT A

Attached to and made a part of Agreement for Compatible Development
dated November 14, 2000, by and among
UNION PACIFIC LAND RESOURCES CORPORATION,
UNION PACIFIC RESOURCES COMPANY, and
DACONO PROPERTIES, LLC

LEGAL DESCRIPTION

ALL OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD
COUNTY, COLORADO; EXCEPTIONG THEREFROM THE FOLLOWING PARCELS OF LAND:

PARCEL I

ALL THAT PORTION OF SECTION 14 AS MORE PARTICULARLY DESCRIBED IN DEEDS TO
DEPARTMENT OF HIGHWAYS, STATE OF COLORADO RECORDED IN BOOK 1005 AT PAGE 165
AND IN BOOK 1519 AT PAGE 241:

PARCEL II

A PARCEL OF LAND LOCATED IN THE S 1/2 OF SAID SECTION 14 AS CONVEYED BY DEED
RECORDED JUNE 22, 1994 IN BOOK 1447 AT RECEPTION NO. 2394455

PARCEL III:

TWO PARCELS OF LAND LOCATED IN THE NW 1/4 OF SECTION 14, AS TAKEN BY RULE AND
ORDER RECORDED JUNE 23, 2000 AT RECEPTION NO. 2776784

EXHIBIT B

Attached to and made a part of Agreement for Compatible Development dated November 14, 2000, by and among
UNION PACIFIC LAND RESOURCES CORPORATION,
UNION PACIFIC RESOURCES COMPANY, and
DACONO PROPERTIES, LLC

318A. Greater Wattenberg Area Special well location rule.

a. The Greater Wattenberg Area ("GWA") is defined to include those lands from and including Townships 2 South to 7 North and Ranges 81 West to 69 West, 6th P.M. In GWA, operators may utilize the following described drilling locations to drill or twin a well, deepen a well, or recomplate a well and to commingle any or all of the Cretaceous Age formations from the base of the Dakota to the surface ("GWA wells"):

- (1) a square with sides four hundred (400) feet in length, the center of which is the center of any quarter/quarter section; and,
- (2) a square with sides eight hundred (800) feet in length, the center of which is the center of any quarter section.

b. Any GWA well in existence prior to the effective date of this rule, which is not located as described above, may also be utilized for deepening to or recompletion in any Cretaceous Age formation, and for the commingling of production therefrom.

c. Where an existing well cannot be utilized for deepening or recompletion, for reasons including, but not limited to, differing ownership or wellbore limitations, any new, twinned well shall be located as close to such existing well as is practicable, consistent with sound engineering practice.

d. This rule does not alter the size or configuration of drilling units for GWA wells in existence prior to its effective date. Where deemed necessary an operator for purposes of allocating production, such operator may allocate production to an expanded drilling unit with respect to a particular Cretaceous Age formation consistent with the provisions of this rule.

e. This rule shall not serve to bar the granting of relief to owners who file an application alleging abuse of their correlative rights to the extent that such owners can demonstrate that their opportunity to produce the Cretaceous Age formations from the drilling locations herein authorized does not provide an equal opportunity to obtain their just and equitable share of oil and gas from such formations.

f. Subject to Paragraph d. above, this rule supersedes all prior Commission drilling and spacing orders affecting the GWA wells. Well location exceptions to this rule shall be subject to the provisions of Rule 318.c.

EXHIBIT C

Attached to and made a part of Agreement for Compatible Development
dated November 14, 2000, by and among
UNION PACIFIC LAND RESOURCES CORPORATION,
UNION PACIFIC RESOURCES COMPANY, and
DACONO PROPERTIES, LLC

Probable Owners of Oil and Gas Leasehold Interests:

HS Resources, Inc.
1999 Broadway, Suite 3600
Denver, Colorado 80202

United States Exploration, Inc.
1560 Broadway, Suite 1900
Denver, Colorado 80202

Blue Creek, Inc.
1801 Broadway, Suite 760
Denver, Colorado 80202

LEGAL DESCRIPTION

TRACT 1

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14;
THENCE NORTH 89 DEGREES 38 MINUTES 07 SECONDS EAST A DISTANCE OF 49.63 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;
THENCE SOUTH 00 DEGREES 21 MINUTES 53 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 38 MINUTES 07 SECONDS EAST A DISTANCE OF 893.62 FEET ALONG A LINE PARALLEL TO AND 30.00 FEET SOUTH OF THE SAID NORTH LINE;
THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST A DISTANCE OF 175.94 FEET TO A POINT OF CURVATURE;
THENCE 266.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 33 DEGREES 36 MINUTES 38 SECONDS, AND A CHORD BEARING SOUTH 16 DEGREES 26 MINUTES 29 SECONDS WEST 263.10 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 34.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 81 DEGREES 24 MINUTES 55 SECONDS, AND A CHORD BEARING SOUTH 07 DEGREES 27 MINUTES 40 SECONDS EAST 31.31 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 48 DEGREES 10 MINUTES 08 SECONDS EAST A DISTANCE OF 27.26 FEET TO A POINT OF CURVATURE;
THENCE 192.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS 400.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 38 MINUTES 33 SECONDS, AND A CHORD BEARING SOUTH 34 DEGREES 20 MINUTES 51 SECONDS EAST 191.12 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 20 DEGREES 31 MINUTES 35 SECONDS EAST A DISTANCE OF 48.79 FEET TO A POINT OF CURVATURE;
THENCE 335.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 15 MINUTES 27 SECONDS, AND A CHORD BEARING SOUTH 01 DEGREES 06 MINUTES 09 SECONDS WEST 328.05 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 22 DEGREES 43 MINUTES 52 SECONDS WEST A DISTANCE OF 444.70 FEET TO A POINT OF CURVATURE;
THENCE 193.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET; A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 20 SECONDS, AND A CHORD BEARING SOUTH 10 DEGREES 55 MINUTES 12 SECONDS WEST 192.40 FEET TO A POINT OF NON-TANGENCY;
THENCE NORTH 84 DEGREES 14 MINUTES 26 SECONDS WEST A DISTANCE OF 230.85 FEET TO A POINT OF CURVATURE;
THENCE 88.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,970.00 FEET, A CENTRAL ANGLE OF 2 DEGREES 34 MINUTES 19 SECONDS, AND A CHORD BEARING NORTH 85 DEGREES 31 MINUTES 36 SECONDS WEST 88.42 FEET TO A POINT OF NON-TANGENCY;
THENCE SOUTH 00 DEGREES 19 MINUTES 59 SECONDS EAST A DISTANCE OF 294.90 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 36 SECONDS WEST A DISTANCE OF 450.52 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 29 SECONDS EAST A DISTANCE OF

LEGAL DESCRIPTION

1,867.28 FEET ALONG A LINE PARALLEL TO AND 50.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION TAKEN BY RULE AND ORDER RECORDED JUNE 23, 2000 AT RECEPTION NO. 2776784.

TRACT 2

A PORTION OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14;
THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST A DISTANCE OF 2,572.40 FEET ALONG A LINE PARALLEL TO AND 30.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14;
THENCE SOUTH 88 DEGREES 56 MINUTES 56 SECONDS WEST A DISTANCE OF 1,676.45 FEET ALONG A LINE PARALLEL TO AND 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO A POINT OF NON-TANGENT CURVATURE;
THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD:

1. 692.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,802.76 FEET, A CENTRAL ANGLE OF 14 DEGREES 08 MINUTES 56 SECONDS, AND A CHORD BEARING NORTH 42 DEGREES 44 MINUTES 04 SECONDS WEST, 690.37 FEET TO A POINT OF TANGENCY;
 2. THENCE NORTH 35 DEGREES 39 MINUTES 36 SECONDS WEST A DISTANCE OF 674.84 FEET TO A POINT OF CURVATURE;
 3. THENCE 1,351.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,939.60 FEET, A CENTRAL ANGLE OF 39 DEGREES 54 MINUTES 42 SECONDS, AND A CHORD BEARING NORTH 55 DEGREES 36 MINUTES 57 SECONDS WEST, 1,323.95 FEET TO A POINT OF NON-TANGENCY;
- THENCE NORTH 02 DEGREES 19 MINUTES 28 SECONDS EAST A DISTANCE OF 464.85 FEET;
THENCE NORTH 03 DEGREES 27 MINUTES 10 SECONDS EAST A DISTANCE OF 861.68 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 588.68 FEET;
THENCE NORTH 74 DEGREES 35 MINUTES 53 SECONDS EAST A DISTANCE OF 590.74 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE 672.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 856.50 FEET, A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 45 SECONDS, AND A CHORD BEARING SOUTH 34 DEGREES 28 MINUTES 44 SECONDS EAST 655.25 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 56 DEGREES 58 MINUTES 07 SECONDS EAST A DISTANCE OF 118.88 FEET TO A POINT OF CURVATURE;
THENCE 102.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 945.50 FEET, A CENTRAL ANGLE OF 6 DEGREES 14 MINUTES 08 SECONDS, AND A CHORD BEARING SOUTH 60 DEGREES 05 MINUTES 11 SECONDS EAST 102.85 FEET TO A POINT OF

LEGAL DESCRIPTION

TANGENCY;
THENCE SOUTH 63 DEGREES 12 MINUTES 14 SECONDS EAST A DISTANCE OF 427.02 FEET TO A POINT OF CURVATURE;
THENCE 154.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 536.50 FEET, A CENTRAL ANGLE OF 16 DEGREES 27 MINUTES 11 SECONDS, AND A CHORD BEARING SOUTH 54 DEGREES 58 MINUTES 39 SECONDS EAST, 153.53 FEET TO A POINT OF NON-TANGENCY;
THENCE NORTH 45 DEGREES 03 MINUTES 19 SECONDS EAST A DISTANCE OF 223.81 FEET;
THENCE SOUTH 48 DEGREES 47 MINUTES 22 SECONDS EAST A DISTANCE OF 116.39 FEET;
THENCE NORTH 45 DEGREES 03 MINUTES 19 SECONDS EAST A DISTANCE OF 438.93 FEET;
THENCE NORTH 45 DEGREES 58 MINUTES 14 SECONDS EAST A DISTANCE OF 64.76 FEET;
THENCE NORTH 51 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 33.61 FEET TO A POINT OF CURVATURE;
THENCE 207.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 344.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 38 MINUTES 11 SECONDS, AND A CHORD BEARING NORTH 68 DEGREES 57 MINUTES 02 SECONDS EAST 204.80 FEET TO A POINT OF TANGENCY;
THENCE NORTH 86 DEGREES 16 MINUTES 07 SECONDS EAST A DISTANCE OF 57.44 FEET TO A POINT OF CURVATURE; THENCE 160.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 412.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 16 SECONDS, AND A CHORD BEARING SOUTH 82 DEGREES 32 MINUTES 45 SECONDS EAST 159.85 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 71 DEGREES 21 MINUTES 37 SECONDS EAST A DISTANCE OF 273.73 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PARALLEL TO AND 30.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;
THENCE SOUTH 00 DEGREES 05 MINUTES 11 SECONDS EAST A DISTANCE OF 171.04 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

TRACT 3

A PORTION OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14;
THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 30.00 FEET;
THENCE NORTH 00 DEGREES 05 MINUTES 11 SECONDS WEST A DISTANCE OF 171.04 FEET ALONG A LINE PARALLEL TO AND 30.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH 00 DEGREES 05 MINUTES 11 SECONDS WEST A DISTANCE OF 2407.60 FEET;
THENCE SOUTH 89 DEGREES 37 MINUTES 09 SECONDS WEST A DISTANCE OF 2588.84 FEET ALONG A LINE PARALLEL TO AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE

LEGAL DESCRIPTION

NORTHEAST QUARTER OF SAID SECTION 14;
THENCE SOUTH 89 DEGREES 38 MINUTES 21 SECONDS WEST A DISTANCE OF 1310.28 FEET
ALONG A LINE PARALLEL TO AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;
THENCE SOUTH 89 DEGREES 38 MINUTES 07 WEST A DISTANCE OF 366.99 FEET ALONG A
LINE PARALLEL TO AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;
THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST A DISTANCE OF 175.94 FEET TO
A POINT OF CURVATURE;
THENCE 266.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF
455.00 FEET, A CENTRAL ANGLE OF 33 DEGREES 36 MINUTES 38 SECONDS AND A CHORD
BEARING SOUTH 16 DEGREES 26 MINUTES 29 SECONDS WEST 263.10 FEET TO A POINT OF
REVERSE CURVATURE;
THENCE 34.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.00
FEET, A CENTRAL ANGLE OF 81 DEGREES 24 MINUTES 55 SECONDS, AND A CHORD BEARING
SOUTH 07 DEGREES 27 MINUTES 40 SECONDS EAST, 31.31 FEET TO A POINT OF
TANGENCY;
THENCE SOUTH 48 DEGREES 10 MINUTES 08 SECONDS EAST A DISTANCE OF 27.26 FEET TO
A POINT OF CURVATURE;
THENCE 192.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF
400.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 38 MINUTES 33 SECONDS, AND A CHORD
BEARING SOUTH 34 DEGREES 20 MINUTES 51 SECONDS EAST 191.12 FEET TO A POINT OF
TANGENCY;
THENCE SOUTH 20 DEGREES 31 MINUTES 35 SECONDS EAST A DISTANCE OF 48.79 FEET TO
A POINT OF CURVATURE;
THENCE 335.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF
445.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 15 MINUTES 27 SECONDS, AND A CHORD
BEARING SOUTH 01 DEGREES 06 MINUTES 09 SECONDS WEST 328.05 FEET TO A POINT OF
TANGENCY;
THENCE SOUTH 22 DEGREES 43 MINUTES 52 SECONDS
WEST A DISTANCE OF 444.70 FEET TO A POINT OF CURVATURE;
THENCE 193.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF
470.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 20 SECONDS, AND A CHORD
BEARING SOUTH 10 DEGREES 55 MINUTES 12 SECONDS WEST, 192.40 FEET TO A POINT OF
NON-TANGENCY;
THENCE NORTH 84 DEGREES 14 MINUTES 26 SECONDS WEST A DISTANCE OF 230.85 FEET TO
A POINT OF CURVATURE;
THENCE 88.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF
1970.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 34 MINUTES 19 SECONDS, AND A CHORD
BEARING NORTH 85 DEGREES 31 MINUTES 36 SECONDS WEST 88.42 FEET TO A POINT OF
TANGENCY; THENCE SOUTH 00 DEGREES 19 MINUTES 59 SECONDS EAST A DISTANCE OF
294.90 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 36 SECONDS WEST A DISTANCE OF
450.52 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS WEST A
DISTANCE OF 172.54 FEET ALONG A LINE PARALLEL TO AND 50.00 FEET EAST OF THE
WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;
THENCE SOUTH 09 DEGREES 06 MINUTES 31 SECONDS EAST A DISTANCE OF 304.10 FEET,
ALONG THE EAST LINE OF THAT PARCEL DESCRIBED IN DEEDS TO THE DEPARTMENT OF
HIGHWAYS, STATE OF COLORADO, RECORDED IN BOOK 1005 AT PAGE 165 AND IN BOOK 1519
AT PAGE 241;
THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS
WEST A DISTANCE OF 879.44 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE

LEGAL DESCRIPTION

UNION PACIFIC RAILROAD;

THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH RIGHT OF WAY LINE:

1. SOUTH 78 DEGREES 48 MINUTES 08 SECONDS EAST A DISTANCE OF 181.41 FEET TO A POINT OF CURVATURE;
2. THENCE 366.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,786.98 FEET, AND A CENTRAL ANGLE OF 11 DEGREES 44 MINUTES 53 SECONDS, TO A POINT OF TANGENCY;
3. THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS EAST A DISTANCE OF 467.86 FEET TO A POINT OF CURVATURE;
4. THENCE 507.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,939.60 FEET, A CENTRAL ANGLE OF 14 DEGREES 58 MINUTES 43 SECONDS, AND A CHORD BEARING SOUTH 83 DEGREES 03 MINUTES 40 SECONDS EAST 505.63 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 02 DEGREES 19 MINUTES 28 SECONDS EAST A DISTANCE OF 464.85 FEET;
THENCE NORTH 03 DEGREES 27 MINUTES 10 SECONDS EAST A DISTANCE OF 861.68 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 588.68 FEET;
THENCE NORTH 74 DEGREES 35 MINUTES 53 SECONDS EAST A DISTANCE OF 590.74 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE 672.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 856.50 FEET, A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 45 SECONDS, AND A CHORD BEARING SOUTH 34 DEGREES 28 MINUTES 44 SECONDS EAST, 655.25 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 56 DEGREES 58 MINUTES 07 SECONDS EAST A DISTANCE OF 118.88 FEET TO A POINT OF CURVATURE;

THENCE 102.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 945.50 FEET, A CENTRAL ANGLE OF 6 DEGREES 14 MINUTES 08 SECONDS, AND A CHORD BEARING SOUTH 60 DEGREES 05 MINUTES 11 SECONDS EAST 102.85 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 63 DEGREES 12 MINUTES 14 SECONDS EAST A DISTANCE OF 427.02 FEET TO A POINT OF CURVATURE;

THENCE 154.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 536.50 FEET, A CENTRAL ANGLE OF 16 DEGREES 27 MINUTES 11 SECONDS, AND A CHORD BEARING SOUTH 54 DEGREES 58 MINUTES 39 SECONDS EAST, 153.53 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 45 DEGREES 03 MINUTES 19 SECONDS EAST A DISTANCE OF 223.81 FEET;

THENCE SOUTH 48 DEGREES 47 MINUTES 22 SECONDS EAST A DISTANCE OF 116.39 FEET;

THENCE NORTH 45 DEGREES 03 MINUTES 19 SECONDS EAST A DISTANCE OF 438.93 FEET;

THENCE NORTH 45 DEGREES 58 MINUTES 14 SECONDS EAST A DISTANCE OF 64.76 FEET;

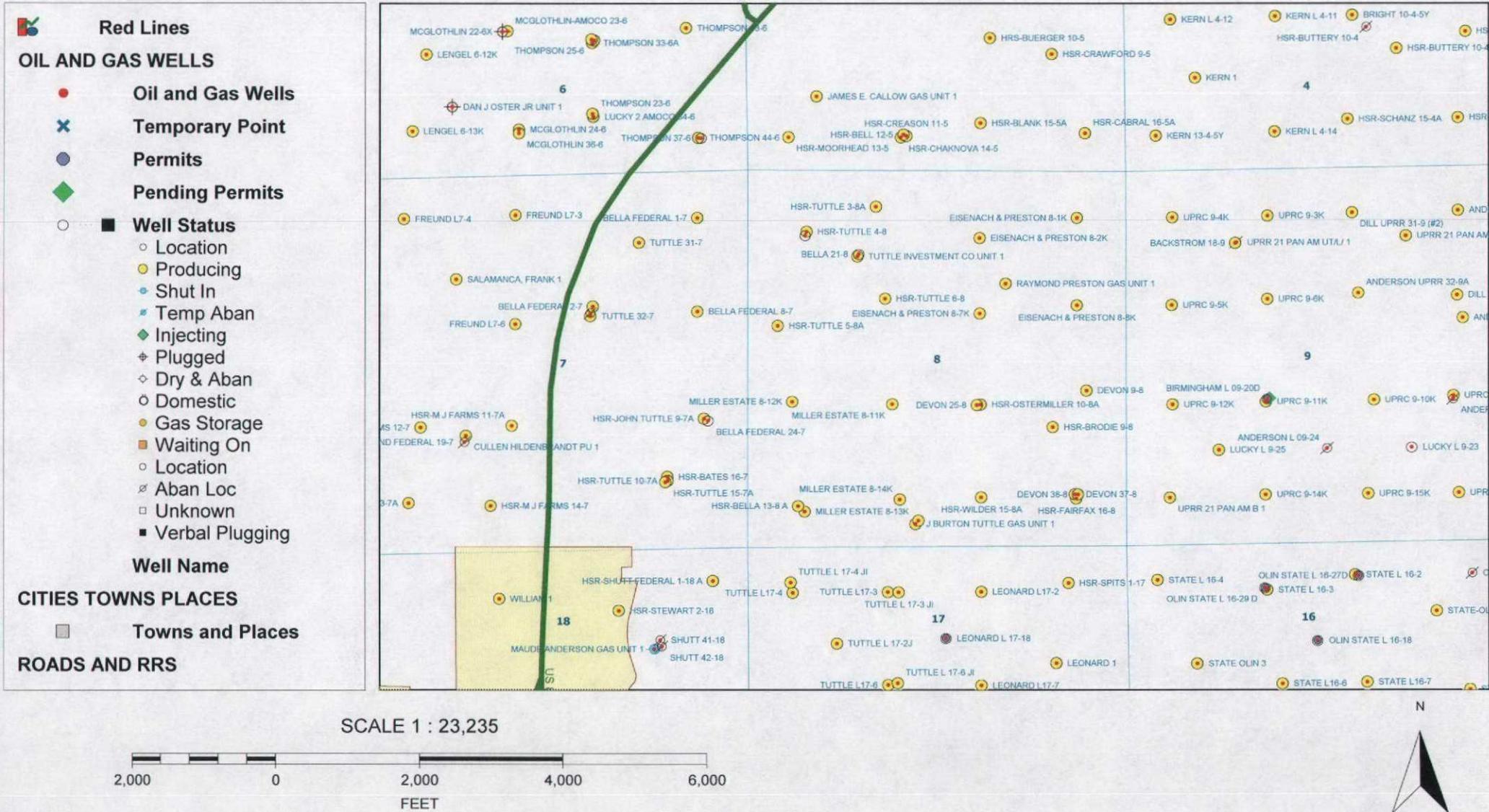
THENCE NORTH 51 DEGREES 37 MINUTES 56 SECONDS EAST A DISTANCE OF 33.61 FEET TO A POINT OF CURVATURE;

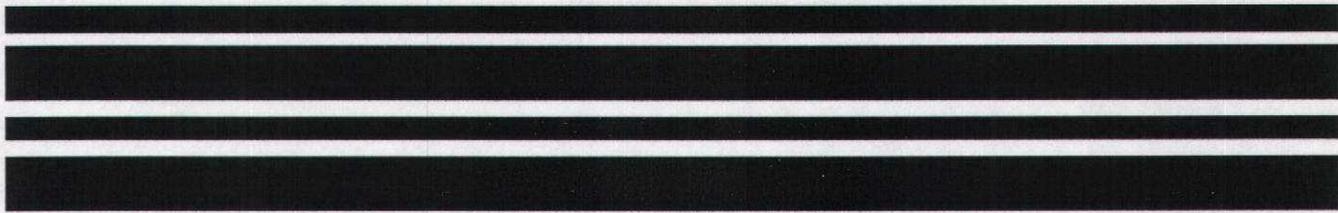
THENCE 207.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 344.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 38 MINUTES 11 SECONDS, AND A CHORD BEARING NORTH 68 DEGREES 57 MINUTES 02 SECONDS EAST 204.80 FEET TO A POINT OF TANGENCY;

LEGAL DESCRIPTION

THENCE NORTH 86 DEGREES 16 MINUTES 07 SECONDS EAST A DISTANCE OF 57.44 FEET TO A POINT OF CURVATURE; THENCE 160.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 412.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 16 SECONDS, AND A CHORD BEARING SOUTH 82 DEGREES 32 MINUTES 45 SECONDS EAST, 159.85 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71 DEGREES 21 MINUTES 37 SECONDS EAST A DISTANCE OF 273.73 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 49 EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

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1034325

Sender Name: Melissa Hencmann
 Date Created: 06/01/2009
 Barcode Expires: **07/01/2009**
 Department: Land Record
 Security: Non-Privileged

COLOR DOCUMENT

Attribute	Value
Description	Ageement for Compatible Development
Document Date	11/14/2000
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00015824
Lessor Name	DACONO PROPERTIES, LLC
Prospect Name	DJ BASIN (APC)/CO0203
State County	COLORADO:WELD(123)

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