



MARK 35-15

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COGCC

**SURFACE DAMAGE AND RELEASE AGREEMENT**

This Surface Damage and Release Agreement ("**Agreement**") is made and entered into this 23rd day of May, 2007, by and between Edward E. Mark whose address is 22824 WCR 40, LaSalle, Colorado 80645, and Dorothy Jean Mark, whose address is 22264 WCR 40, LaSalle, Colorado 80645, ("**Owners**"), and Petro-Canada Resources (USA) Inc., ("**Operator**"); sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP**. Owners are the surface Owners of certain lands located in Weld County, Colorado, as more specifically described as follows ("**Lands**"):

Township 4 North, Range 65 West, 6<sup>th</sup> P. M.  
Section 35: NE/4

Operator owns a working or operating interest in a valid oil and gas lease or leases covering all or portions of the Lands or lands pooled or included in a spacing unit therewith (each a "**Lease**," collectively, the "**Leases**").

2. **OPERATOR'S OIL AND GAS OPERATIONS ON THE LANDS**. Operator may drill or cause to be drilled an oil and/or gas well or wells on the Lands ("**Wells**"). In order for Operator to drill, construct, complete, produce, maintain, and operate the Wells and all facilities associated therewith, including, but not limited to, access roads ("**Access Roads**"), pipelines, flow lines, separators, tank batteries, electric lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), it is necessary that Operator enter and utilize a portion of the surface of the Lands. The Parties enter into this Agreement to evidence their entire agreement regarding the payment of surface damages, entry, surface use, and any other matters relating to Operator's use of the Lands.

3. **LOCATION**. The approximate location of the Wells, the Access Roads to the Well site and certain other Facilities to be constructed on the Lands are depicted on Exhibit "A." Any material changes to such locations may be made by Operator with the consent of Owners, which will not be unreasonably withheld, but will not unduly interfere with Owners's existing use of the surface estate. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations; provided, however, that each Well site will not exceed 1.75 acres, or 230 feet by 330 feet in area, absent written consent from the Owners.

4. **CONDUCT OF OPERATIONS**. Operator's operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, and the rules and regulations of the Colorado Oil & Gas Conservation Commission ("**COGCC**").

5. **COMPENSATION AMOUNT**. Operator will pay Owners the sum of \$6,000 per Well location, prior to the commencement of actual drilling operations ("**Amount**"). Operator will not install another oil tank storage facility as a result of the drilling of the Mark 35-15. The Amount is hereby acknowledged by Owners as full and final consideration for Operator's use of the Lands for the purposes enumerated in this Agreement and for any and all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, drilling, completion, production and maintenance operations associated with the Wells and Facilities. Such damages will include, without limitation, ~~damage to growing crops, cropland~~, the removal, transportation and care of livestock, ~~re-seeding~~, construction and use of Access Roads and the preparation and use of the Well site areas; provided, however, that if after the initial drilling, completing and equipping of the Wells and Facilities for production, Operator commences subsequent operations thereto, including, but not limited to, re-fracturing operations on the Wells, and such operations result in additional crop losses on the Lands affected thereby, Operator will timely reimburse Owners for the actual net value of such crop loss. Operator will reseed disturbed drill site and facility area with seed of Owners choice, until new seeded grass is established. The process of reseeding shall include the drilling in of hay or straw to reduce erosion.

If by reason of the activities of the Operator, including, but not limited to, drilling, completing, equipping, and operating of the Wells, there is unanticipated damage to personal property of the Owners, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owners. Owners will notify Operator of any items damaged after the Well's construction and Operator will repair or replace such items after consultation with the Owners within 15 days of occurrence.

**6. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, FENCES AND FACILITIES.** With respect to its operations on the Lands, Operator will comply with the following provisions:

**A. Access Roads:**

- (i) Access Roads will not exceed 20 feet in width.
- (ii) Operator will take reasonable steps to insure that all of its vehicles accessing the Lands on its behalf remain on the Access Roads.
- (iii) Operator agrees to side-slope all Access Roads if requested by Owners.
- (iv) Operator will provide Owners with a minimum of 10 days prior written notice before restoring the surface of all Access Roads to be permanently abandoned by Operator. No later than 10 days following receipt of such notice, Owners may elect, in writing, not to have such Access Roads abandoned by Operator. In such event, Operator will have no liability under this Agreement, the Lease, or otherwise, to restore the surface of the Lands utilized as Access Roads. Failure to timely respond will be deemed as Owners' election that Operator proceeds with the abandonment of the Access Roads and the restoration of the surface thereof.
- (v) Operator will stockpile and save any topsoil removed while constructing Access Roads for rehabilitation or re-seeding as reasonably directed by Owners.
- (vi) Operator will maintain all Access Roads in good repair and condition. Since access road to well site is also access to Owners home, Operator must maintain road in satisfactory condition.
- (vii) Operator will provide livestock guards and crossings along all Access Roads as Owners may reasonably require. Such livestock guards will be kept clean and in good repair. Operator will keep Owners's gates closed at all times.

**B. Fences:**

- (i) Owners may request that Operator install fences and livestock guards on the Lands. If installed, all such fences and livestock guards will be maintained in good condition by Operator, and upon termination of this Agreement, will become the property of Owners.
- (ii) During drilling operations, Operator will install a temporary fence around the perimeter of the Well site. If requested by Owners, Operator will fence drill site with appropriate fencing so as to insure that cattle will not be injured or interfere with the drilling or completion process.

**C. Surface Restoration:**

Upon permanent cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their original contour as nearly as is reasonably practicable, and re-seeded if so requested by Owners; provided however, that Operator's intent to

abandon any Access Roads will be subject to the provisions of Paragraph 6(A)(iv) herein.

D. Other.

(i) Operator will install culverts on the Lands that may be necessary to maintain present drainage and irrigation otherwise affected by its operations on the Lands.

(ii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands **including bentonite dug up during pit excavation** that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

7. **DEFAULT AND RIGHT TO CURE.** In the event of alleged default by Operator in the payment of any of the sums hereinabove provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owners will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 30 business days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owners may allege default.

Except as otherwise agreed in writing, no waiver by Owners of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owners to seek a remedy for any breach by the Operator be deemed to be a waiver by Owners of its rights or remedies with respect to such breach; however, in no event will Operator be liable for additional payment for reasonably anticipated damages to the Lands caused by Operator's oil and gas operations, and in no event will Operator be liable for consequential damages.

8. **INDEMNITY/RELEASE.** Operator agrees to indemnify and hold Owners harmless from any and all claims, damages and causes of action arising out of and caused by Operator's operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator.

9. **WAIVER OF 30-DAY NOTICE.** Owners hereby waives the minimum 30-day written notice requirement for operations to begin and any other notice or consultation requirements of the COGCC. Without waiving the foregoing, Operator agrees it will provide an initial notice to Owners after it has submitted a request for permit to drill from the COGCC.

10. **NOTICE FOR ADDITIONAL OPERATIONS.** Operator will comply with COGCC rules and regulations requiring that advance notice be provided to Owners for subsequent operations on the Wells, including, but not limited to, reworking operations thereto.

11. **NOTICES.** Notice by either Party will be promptly given, orally if possible (with the exception of the default notice described in Paragraph 7), with subsequent written confirmation sent by United States mail, postage prepaid and addressed to either Party at the address as designated below; or to such other place as either Party may from time to time designate by notice to the other:

Owners

Edward F. Mark  
22824 WCR 40  
LaSalle, CO 80645  
970 284-6600

Operator

Petro-Canada Resources (USA) Inc.  
Attention: Mari Gillman  
1099 18<sup>th</sup> Street, Suite 400  
Denver, CO 80202-1904  
Phone: (303) 297-2100  
Fax: (303) 297-7708

12. **BINDING EFFECT.** The covenants and conditions herein contained and all of the provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, representatives, successors or assigns. Owners agrees to contact any and all tenants of Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the Lands. It will be Owners' sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant to this Agreement for the payment of any consideration, if any, due such third party from Owners.

13. ~~**CONFIDENTIALITY.** The Parties agree to keep the terms and conditions of this Agreement confidential and will not disclose such matters to any third party without the advance written consent of the other, or if ordered to do so in a legal proceeding. While the specific terms hereof are to remain confidential between the Parties, Operator may record a memorandum of this Agreement in Weld County, Colorado.~~

14. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective successors or assigns.

15. **TERM.** This Agreement will remain in full force and effect for so long as Operator has the right to conduct oil and gas operations on the Lands pursuant to the Leases; provided, however, that the termination of this Agreement will not relieve the Parties from their respective obligations or liabilities arising herein prior to such termination.

16. **COUNTERPARTS.** This Agreement may be executed by facsimile, in counterparts, each of which will be considered an original and enforceable against either Party.

17. **GOVERNING LAW AND VENUE.** This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado.

~~18. **AGREEMENT TO ARBITRATE ANY DISPUTE OVER THIS AGREEMENT OR OPERATOR'S OPERATIONS ON THE LANDS.** If any dispute arises between Owners and Operator with respect to this Agreement, the Lease, or from Operator's operations on the Lands, such dispute will be resolved through arbitration. Any such arbitration will be conducted by the Judicial Arbitrator Group ("JAG") in Denver, Colorado, by a single arbitrator employed by or associated with JAG. Such arbitrator will have at least 10 years experience in oil and gas, either by work directly in the industry or as a lawyer or a judge familiar with oil and gas issues. Either Party may serve upon the other a demand for such arbitration, which should be served by fax and mail, or by hand delivery. Owners and Operator agree that if either of them initiates a demand for such arbitration, Owners and Operator will thereafter attempt to mutually agree on the selection of one of the JAG arbitrators to be the arbitrator. Owners and Operator will confer on the selection of such arbitrator within 10 days after the demand for arbitration is served, and will agree upon the selection of a JAG arbitrator, if possible, within 20 days after the arbitration demand has been served. In the event that Owners and Operator are unable to agree on the selection of such arbitrator within this 20-day time period, then Owners and Operator will each submit to JAG, via fax, the names of three arbitrators (meeting the requisite experience specified above) who are employed by or associated with JAG, whom each would find acceptable to be the arbitrator. Such submission to JAG will be made on the fifth business day after the 20-day time period referenced above has expired. JAG will thereafter select from the names submitted by Owners and Operator a single arbitrator who will hear and decide the arbitration. The arbitrator will issue an arbitration decision within 30 days after the arbitration hearing is concluded. In the event that JAG no longer exists, the arbitration will be conducted by an American Arbitration Association arbitrator under the rules of the American Arbitration Association then existing. Any decision by the arbitrator relating to the dispute between Owners and Operator will be final and binding upon both Owners and Operator.~~

19. **SUCCESSORS.** This Agreement constitutes a covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, administrators, trustees, executors and assigns.

20. **AUTHORITY OF SIGNATORIES.** The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

21. **ATTORNEY'S FEES AND COSTS.** The Parties agree that the prevailing Party in any action resulting from a substantial breach of this Agreement will be entitled to its reasonable attorney's fees and costs incurred therein.

IN WITNESS WHEREOF, the Parties have set their hands, the day and year first written above.

PETRO-CANADA RESOURCES (USA) INC.

By: 

James W. Klassen, Landman  
Agent for Petro-Canada Resources (USA) Inc.

OWNERS:

By: 

Name: Edward E. Mark

MARK 35-15

P 3717

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JUL 20 07

COGCC

**NON-EXCLUSIVE RIGHT OF WAY EASEMENT**

THIS INSTRUMENT dated this 10TH day of April, 2007

by FARMERS RESERVOIR & IRRIGATION COMPANY as Grantor, and  
PETRO-CANADA RESOURCES (USA) INC., as Grantee is as follows:

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain right of way for and all canal improvements and appurtenances upon the right of way ("Canal") more particularly described or depicted on Exhibit "A", attached hereto and made a part hereof, commonly known as the GILMORE DITCH IN SECTION 35 TOWNSHIP 4 NORTH RANGE 65 WEST in WELD County, Colorado (hereafter "Right of Way"); and

WHEREAS, Grantee desires to obtain an easement from Grantor for access and to construct and maintain certain structures upon or across or under the Right of Way at the locations and in the manner shown on the drawings marked Exhibit "A" and Exhibit "B" attached to and made a part hereof ("Permitted Structures"). Exhibit "A" and/or "B" consists of a total of 2 sheet(s); and

WHEREAS, Grantor is willing to grant the non-exclusive easement desired by Grantee upon the terms and conditions set forth in this Non Exclusive Right of Way Easement. Sheet one of Construction Plan Drawings includes an approval block that is signed by Grantor on the same date as this instrument.

NOW, THEREFORE, in consideration of the sum of \$ 1500.00 paid to Grantor the receipt and adequacy of which is hereby acknowledged, and as additional consideration the obligations and agreements of Grantee to be performed hereunder, Grantor does grant to Grantee, its successors and assigns, a non-exclusive easement over and/or across and/or under the Right of Way to access, construct, maintain, replace, operate and remove the Permitted Structures in the place and manner and expressly limited as set forth in Exhibit "A" and/or "B".

The grant of this non-exclusive easement by Grantor is without any representation or warranty of title of any nature. Grantor has made no representation of the quality of its title, and in the event that it shall at any time be determined that the non-exclusive easement granted hereby is beyond the right or authority of the Grantor, the rights and interests hereby Granted shall be limited to such rights and interests as are within the right and authority of the Grantor to grant as of the date of this Right of Way Easement.

The non-exclusive easement that is the subject of this agreement is further subject to any previously granted rights of way or use of the Canal and Right of Way which arise by or through Grantor or which exist by right of use or claim independent of Grantor.

Grantee agrees not to commence construction of said Permitted Structures without first having obtained the consent and approval of the designated official of Grantor.



In the event that any construction, maintenance, modification, operation or removal of the Permitted Structures requires that the operation of the Canal be restricted or the flow of water reduced or curtailed for a period of time, and in the event that the Grantor shall in its discretion agree to such reduction or curtailment of the use of the Canal for a period of time, the specific period of time shall be agreed to in advance by the Grantor and Grantee and shall be set forth and separately signed by the parties in the form attached and made a part hereof as Exhibit "C". Unless this entire Agreement is modified by the parties hereto, no oral agreement or representation by any officer, director, employee or agent of the Grantor shall have the authority to bind the Grantor to reduce or curtail the use of the Canal by the Grantor. In absence of a signed Exhibit "C", in no event shall the period of reduction or curtailment of flow in the Canal exceed a period of twenty-four (24) hours. Only the president of the Grantor, or such corporate official as is designated in writing by the Board of Directors of the Grantor, shall have any authority to bind the Grantor to any period of reduction or curtailment of use of the Canal by the Grantor.

Grantor may, in its sole discretion, co-operate with the Grantee in managing or maintaining the flow of water in the Canal to assist the Grantee in the accessing, constructing, maintaining, replacing, operating or removal of the Permitted Structures, but such co-operation is within the sole discretion of the Grantor, and the Grantor shall not at any time be required to stop or reduce the flow of water in the Canal or to in any way modify its operations for the benefit of the Grantee. In no event shall the Grantor be liable for any damages that may occur to the Permitted Structures or to the interests of the Grantee related to the Permitted Structures arising from the use or operation of the Canal and Right of Way by the Grantor, absent the intentional act of the Grantor to damage the Permitted Structures.

In constructing said Permitted Structures and thereafter in maintaining, replacing, operating and removing the Permitted Structures, Grantee shall do so in such manner as not to damage said Canal, particularly the embankments and access thereto, and so as not to interfere with the flow of water in said Canal or the management or maintenance of the Canal. Any damage to the Canal, its embankments, and any appurtenance of the Grantor within the Right of Way, including fences, roads or other improvements shall be promptly repaired by Grantee at its sole cost to the satisfaction of Grantor.

Grantee agrees that it will at all times maintain said Permitted Structures and will repair all breaks, leaks or damages to the Permitted Structures or to the Canal and Right of Way arising from the construction, maintenance, replacement, operation, or removal of the Permitted Structures or arising from the Grantee's use and access of the Right of Way at its own expense. Further, if damage to the Canal or Right of Way of the Grantor is sustained arising from the Permitted Structures or the access or use of the Right of Way by the Grantee, then Grantee will, with all due diligence, repair such damage or replace such property of Grantor to the same condition as it was prior to such damage. Further, Grantee agrees to pay any and all monetary damages arising from the Permitted Structures or the Grantor's access and use of the Right of Way that are incurred by Grantor and its stockholders or water users.

Grantee agrees to protect Grantor and save and hold it harmless from any and all third party claims and damages that the Permitted Structures and their operation, construction, maintenance and removal may directly or indirectly cause.

Grantee hereby releases Grantor, its successors, assigns, employees, agents and stockholders from any and all claims and damages of whatsoever character to said Permitted Structures located on or across the Canal and Right of Way arising out of either the operation or maintenance of the Canal.

In the event of default in the performance of any of the obligations set forth herein by Grantee, which default shall not be remedied within thirty (30) days after written notice of default, or the case of a matter that would reasonably take more than thirty days to remedy if Grantee shall fail to undertake substantial action to remedy the default within thirty (30) days after written notice of default Grantor, in addition to any other remedies that may be available to the Grantor in law or equity shall have the right to terminate this Non-exclusive Right of Way Easement.

It is mutually understood and agreed that this agreement and all the terms and conditions hereof shall extend to and be binding upon the parties hereto, their successors and assigns.

Any assignment by Grantee shall be subject to the reasonable review and approval of the Grantor. Any assignee of the Grantee shall, at a minimum, have at least the same financial resources as the Grantee. Notwithstanding the Grantor's right of review and approval of a proposed assignee as provided in this paragraph, Grantor shall approve an assignment to a municipality that acknowledges that it is subject to all the terms and conditions of this Non-Exclusive Right of Way Easement.

Until such time as the Grantee shall assign this Non-exclusive Right of Way Easement to a municipality of the State of Colorado or other governmental subdivision of the State of Colorado the rights and obligations of the Grantee set forth herein shall be deemed to be a covenant running with the land owned by the Grantee that is benefited by this Non-exclusive Right of Way Easement.

To the extent that any of the Permitted Structures provide for or allow public access and use of the Non-exclusive Right of Way Easement over and across the Canal and Right of Way, Grantee shall be responsible for the safety of the public enjoying the access permitted by this Non-exclusive Right of Way, and Grantee shall take all steps necessary or appropriate to fence off any area that may be dangerous for public access, warn of any dangerous condition, light areas where public access is permitted during hours of darkness and take all other steps reasonably required to insure the safety of all persons permitted or invited by the Grantee to make use of the Permitted Structures and access upon the Right of Way by this Non-exclusive Right of Way Easement.

This Non-exclusive Right of Way Easement shall be deemed to have been executed in the State of Colorado regardless of the actual location of execution, shall be deemed to be exercised in the State of Colorado and shall be interpreted in accord with the laws of the State of Colorado.

Jurisdiction for any claim or action between the parties that may arise under this Non-Exclusive Right of Way Easement be the District Court of the State of Colorado for the judicial district including ADAMS County, Colorado.

All rights and interests of the Grantor that are not expressly granted to Grantee pursuant to this Non-exclusive Right of Way Easement shall remain wholly vested in the Grantor.





GRANTEE PETRO-CANADA RESOURCES (USA) INC.

By Mari S. Gillman

Mari S. Gillman  
Regional Landman

Dennis J. Gustafson  
Secretary - Dennis J. Gustafson

STATE OF COLORADO, }

County of DENVER, }

The foregoing instrument was acknowledged before me this 29th day of  
May, 2007, by Mari S. Gillman as  
Regional Landman and Dennis J. Gustafson as  
Assistant Secretary of Petro-Canada Resources (USA) Inc., a  
Colorado corporation.

Witness my hand and notarial seal.

My commission expires September 6, 2009.

Kathleen R. Vigil  
Notary Public : Kathleen R. Vigil  
1099 18th St., Ste. 400  
Denver, CO 80202-1904

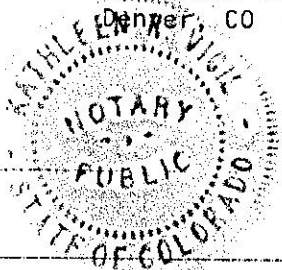


EXHIBIT C

Pursuant To the terms of the Non-exclusive Right of Way Easement, the following activity is to be undertaken by the Grantee:

[Describe the specific work to be undertaken, specifically describing the "Construction Zone"]

Grantor agrees that it shall not transport water through the Construction Zone from the period beginning at 12:00 o'clock am/pm on April 10, 2007 to the completion time that is 12:00 o'clock am/pm on April 30, 2007.

October 31 (24 hour notice)

In the event that Grantee shall not complete the construction by the completion time set forth herein, Grantor shall, as an additional remedy to all those set forth in the Non-exclusive Right of Way Easement to enter upon the Right of Way and to provide for the completion of the construction of the work, to the extent that such work permits Grantor to return flows to the Canal for the benefit of its shareholders, and in such event Grantor shall not be responsible for any loss or damage to incomplete structures, delay in completion or other claim from the Grantee or any of its contractors.

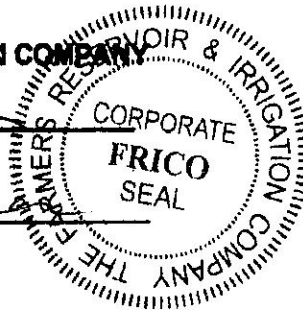
Grantor shall not be responsible for any storm flows or any other water discharged into the Canal by any third parties during the period of construction provided herein, and Grantee and its agents and contractors shall be deemed to have been advised of such possibility and shall be deemed to have accepted that such flows could occur during the period of construction as a risk of the project.

EXECUTED in duplicate the day and year first hereinabove written.

GRANTOR:  
FARMERS RESERVOIR & IRRIGATION COMPANY

By Marcus Montoya  
It's General Manager

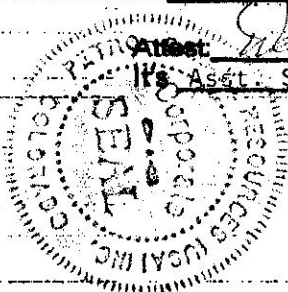
Attest: Mary Hansen  
It's Secretary

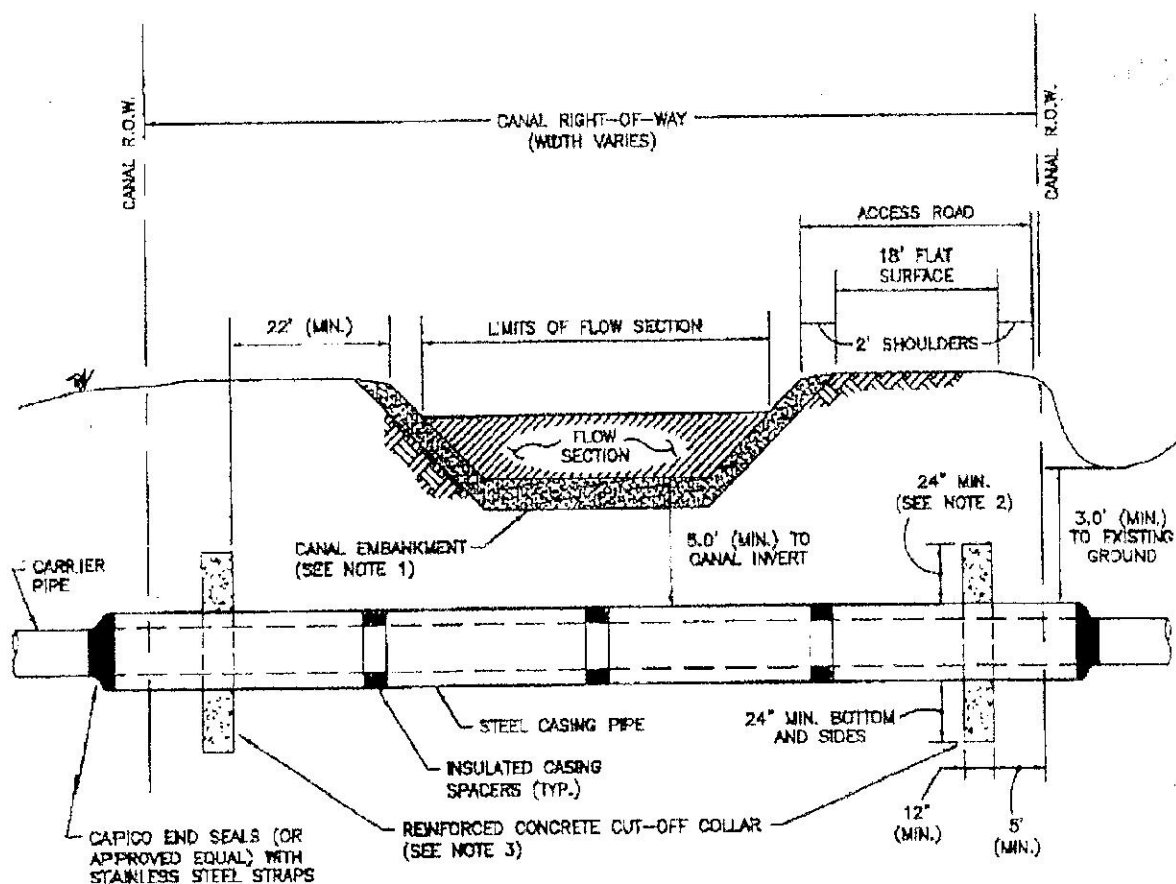


GRANTEE: PETRO-CANADA RESOURCES (USA) INC.

By Marcus Gillman  
It's Marcus S. Gillman, Regional Landman

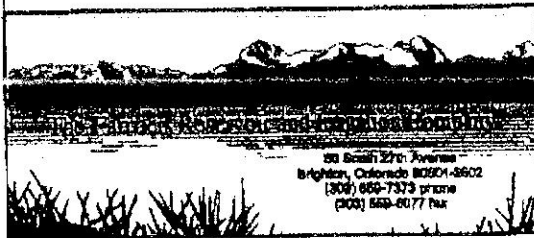
Attest: Dennis J. Gustafson  
It's Asst. Secty. - Dennis J. Gustafson





#### NOTES:

1. CANAL LINER TO BE 2.0 FT. (MIN.) THICK CLAY SOIL OR 2% BENTONITE BLENDED WITH NON-CLAY SOIL. LINER MATERIAL REPLACEMENT TO BE REQUIRED FOR TRENCHED INSTALLATION ONLY. ALL BACKFILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
2. GREATER DISTANCE MAY BE REQUIRED IN SOME CASES.
3. CUT-OFF COLLARS REQUIRED FOR TRENCHED INSTALLATIONS ONLY.



DESIGN REVIEW PROCESS AND DESIGN CRITERIA FOR  
FACILITIES OF THE FARMERS RESERVOIR AND IRRIGATION COMPANY

## FIGURE 4

### UNDERGROUND UTILITY CROSSINGS

PREPARED BY:



Ecological Resource  
Consultants, Inc.

DATE:

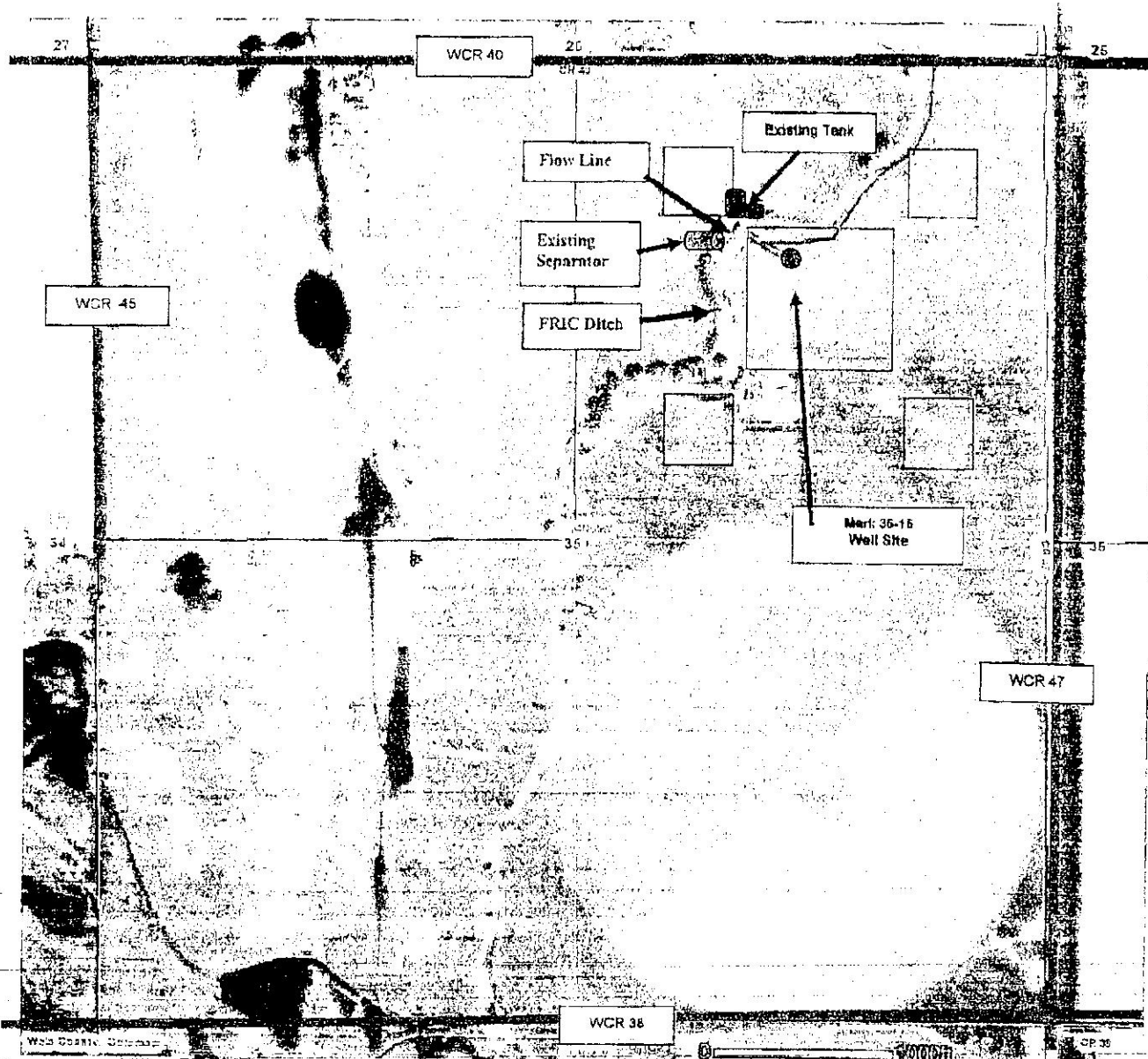
11/05

REVISION:

# EXHIBIT "A"

Township: 4 North, Range 65 West, 6<sup>th</sup> P.M.

Section: 35 All



Access Road	---
Flow Line	----
Tank Battery	■