

Dave Kulmann

From: Matt Jones
Sent: Monday, May 07, 2018 10:59 AM
To: Dave Kulmann; Bo Winter
Subject: FW: Hergenreder 32-9
Attachments: 03674473.001.pdf

Importance: High

Dave,

Please see attached and below for DCP's response for the Hergenreder 32-9 location.

Thanks,

MATT W. JONES | OPERATIONS LANDMAN | SRC ENERGY INC.
OFFICE: 720-616-4340 | CELL: 303-506-7350 | MJONES@SRCENERGY.COM
5600 W. 11TH STREET, SUITE C | GREELEY, CO | 80634



From: Hagenlock, Nicolas [<mailto:NHagenlock@dcpmidstream.com>]
Sent: Friday, May 04, 2018 2:26 PM
To: Matt Jones <mjones@srcenergy.com>
Subject: RE: Hergenreder 32-9

Matt,

Please refer to the exhibit below, as shown the existing site in relation to the Hergenreder 32-9 location is required to remain in place including its access due to the associated pipeline and its connection to adjoining pipelines. Access to the existing site must remain in place for DCP's continued operations and maintenance inspections of the site and existing pipelines within the access location.

For your reference, the associated site is depicted on the attached recorded easement.

Thanks,

Nick Hagenlock
Right of Way
DCP Operating Company, LP
Office: (970) 378-6382 | Cell: (303) 829-4837
NHagenlock@dcpmidstream.com



From: Matt Jones [<mailto:mjones@srcenergy.com>]

Sent: Thursday, May 03, 2018 2:30 PM

To: Hagenlock, Nicolas

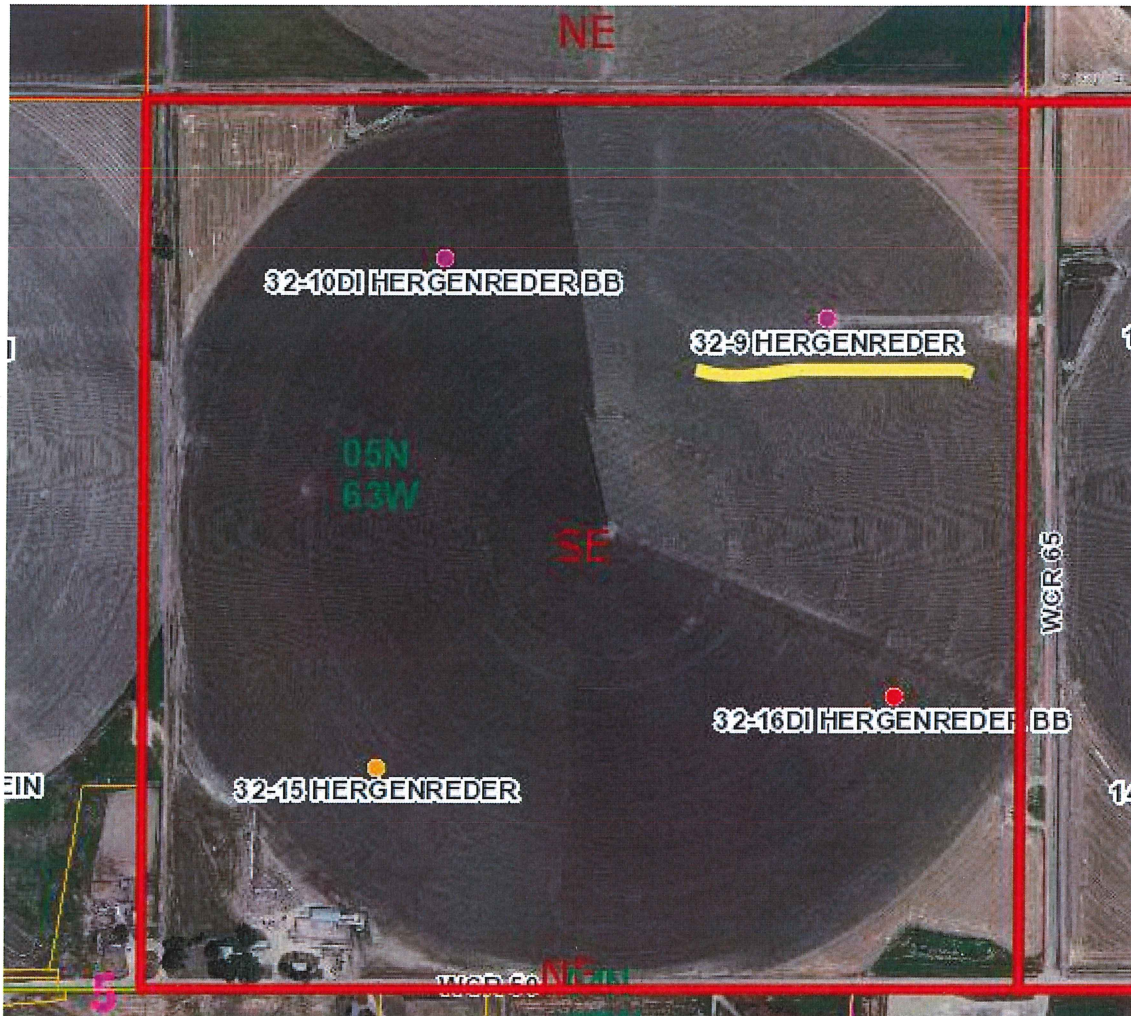
Subject: Hergenreder 32-9

Importance: High

Nick,

Good talking to you, today. As we discussed, can you please send me a statement regarding the need to keep your launcher system on the Hergenreder 32-9 facility location, as well as the access road to your system? The ROW document would also be helpful.

SE 32-5N-63W



Thanks much,

MATT W. JONES | OPERATIONS LANDMAN | SRC ENERGY INC.
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SRC ENERGY

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To: mjones@srcenergy.com [Remove](#) this sender from my allow list

From: nhagenlock@dcpmidstream.com

You received this message because the sender is on your allow list.

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PIPELINE RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF Ten and More (\$10.00+) 1,000.00 DOLLARS the receipt of which is hereby acknowledged for the pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced.

I/WE,

Carl Hergenreder and Anna Lou Hergenreder
31539 WCR 50
Kersey, CO 80644

hereinafter referred to as "Grantor" (whether one or more) does hereby grant, sell, convey, and warrant to DCP Midstream, LP, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, Fifty (50) feet in width for construction and a permanent easement of Thirty (30) feet in width, for the purpose of a single pipeline and from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a single pipeline or other appurtenances including above ground receiver/valve site, for the transportation of oil, gas, petroleum products, water, and any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, and through the following described land located in **WELD** County, State of **COLORADO**, to wit:

Township 5 North, Range 63 West of the 6th P.M.
Section 32: Part of the SE/4

Said temporary construction easement and permanent nonexclusive pipeline easement being more particularly described on Exhibit "A" attached hereto and made a part hereof.

Together with the right of ingress and egress to and from said pipeline, or any of them, on, over, and across said land and adjacent land of Grantor.

It is agreed that the pipeline to be laid under this grant shall be constructed a minimum depth of forty eight (48) inches below the surface of the ground to permit normal cultivation at the time of construction, and Grantor shall have the right to fully use and enjoy the above described premises subject to the rights herein granted.

Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted right-of-way, and Grantor agrees not to build, construct or create any buildings, structures or engineering works on the herein granted right-of-way that will interfere with the normal operation and maintenance of said line or lines

Grantee agrees to pay to the owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. The initial consideration paid by Grantee to Grantor includes any and all damages that may be sustained by original construction of the pipeline within the easement area, including without limitation, cutting trees and damages to surface, fences or any other property owned by Grantor.

Grantee further agrees that, if at any time, the pipeline settles or causes any settling in the area of the pipeline, it will make all necessary repairs at Grantee's sole cost and expense and pay damages, if any, within a reasonable period of time. After the installation of the pipeline, Grantee agrees to reseed the right of way with native grass.

This grant is made in consideration that Grantee, its successors or assigns, shall hold Grantor, its successors or assigns, harmless from damage or liability of any character which may arise out of the exercise of the rights herein granted.

The terms, conditions, and provisions of the contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, as long as said easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this 10th day of December, 2009 signed, sealed, and delivered in the presence of:

Carl Hergenreder
Carl Hergenreder

Anna Lou Hergenreder
Anna Lou Hergenreder

ACKNOWLEDGEMENT

STATE OF COLORADO

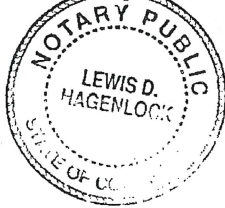
ss.

COUNTY OF WELD

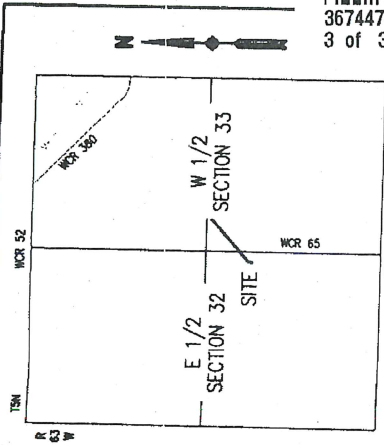
Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, Carl Hergenreder and Anna Lou Hergenreder on behalf of, known to me to be the same person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes and consideration therein expressed.

Given Under My Hand and Seal of Office, this 10th day of December, A.D. 2009.

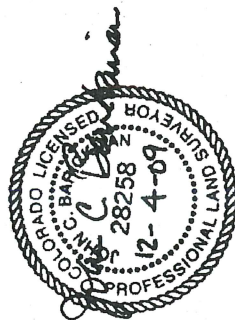
My commission expires: 8-11-2012



Lewis D. Hagenlock
Notary Public



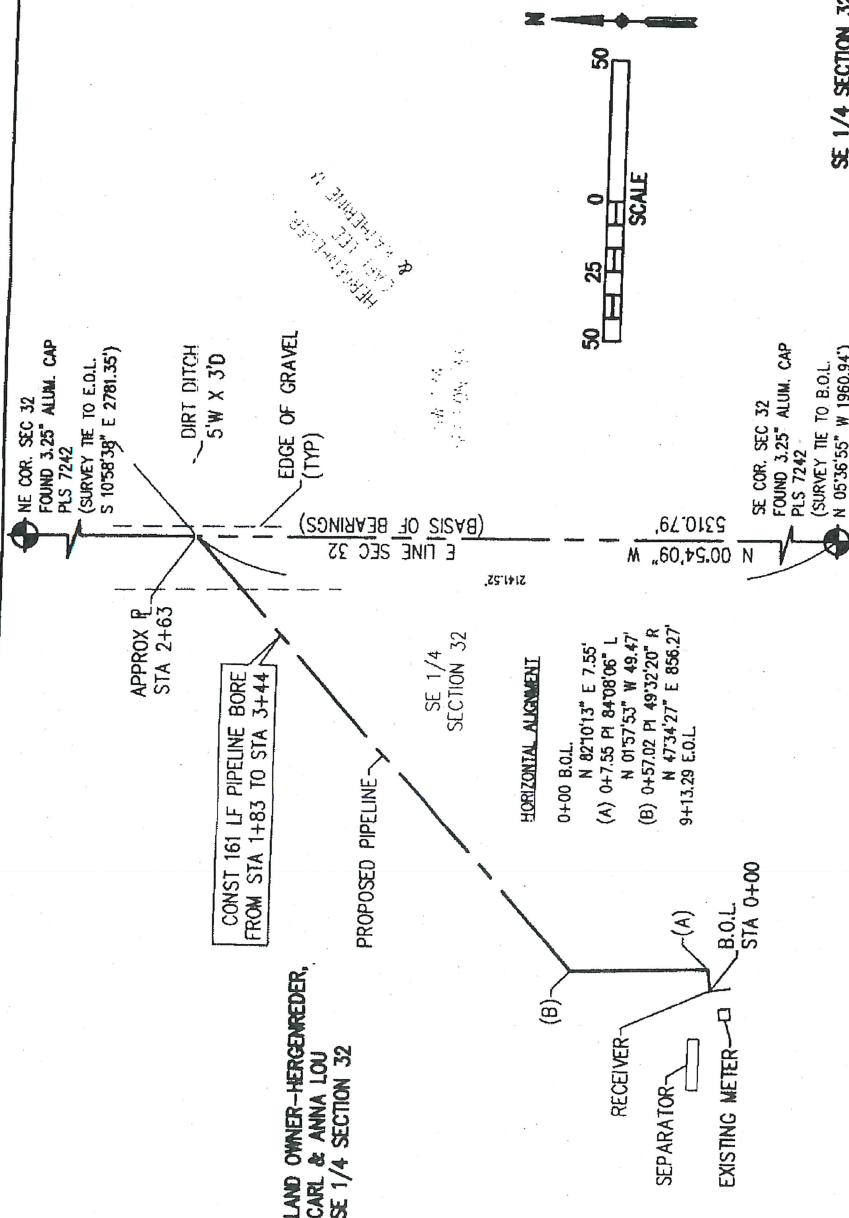
SECTION KEY MAP
1" = 2000'



BASELINE 710 1TH AVENUE SUITE 100 GREELEY, CO 80639 engineering corporation PH (970) 353-7800 FAX (970) 353-7801	
DWG. SCALE: 1" = 50'	DRAWN BY: EAG
SHEET SCALE:	DATE: 12/7/2009
HERGENREDER, CARL & ANNA LOU	
PETROLEUM DEV CORP HERGENREDER 13, 14-33U & 33BU / 23 & 24-33U SECTION 33 TEN R63W 6TH PM WELD COUNTY WFS-10026340	

SE 1/4 SECTION 32
TEN R63W 6TH PM
WELD COUNTY

EXHIBIT "A"
PROPOSED PIPELINE
283.43' (15.06 RODS)



NOTES:

1. LOCATIONS OF UTILITIES AND PROPOSED PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAN OR IMPROVEMENT SURVEY PLAN. IT IS NOT TO BE REPLIED FROM THE CONSTRUCTION OF ANY LAND BOUNDARY, EASEMENT, FENCE, OR OTHER SURVEYED LINE.
3. THE PROPOSED PIPELINE PROFILE IS SHOWN TO REPRESENT TYPICAL CLEARANCES FOR PERMITTING PURPOSES. THE VERTICAL POSITION IS NOT BASED ON AN ENGINEERING DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.
4. THE DESIGN OR USE OF TRAFFIC SIGNS AND SIGNALS AND THE TRAFFIC CONTROL PLAN IF DEPICTED HEREON IS SUBJECT TO APPROVAL.
5. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT.
6. THIS EXHIBIT WAS PREPARED BY JOHN C. BAROCHIAN PLS. # 20258, FOR AND ON BEHALF OF BASELINE ENGINEERING CORPORATION, 1536 COLE BLVD., STE. 220 GOLDEN, COLORADO 80401.