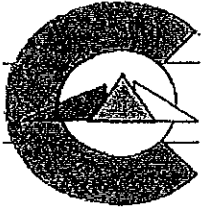


Chevron U.S.A. Inc. Application to Amend Special Use Permit 18908, Resolution 2009-41

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GARFIELD COUNTY
Building & Planning Department
108 8th Street, Suite 401
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Telephone: 970.945.8212 Facsimile: 970.384.3470
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PRE-APPLICATION CONFERENCE SUMMARY

PLANNER: Molly Orkild-Larson

PreApp DATE: February 25, 2010

PROJECT: Temporary Produced Water
Management Facility

PARCEL: 2139-163-00-014
2137-321-00-008

OWNER: Chevron USA, Inc.

ZONING: Resource Lands --
Gentle Slopes

COMPREHENSIVE PLAN: Study Area 5

REPRESENTATIVE: Julie Justus, Chevron USA, Inc.

PRACTICAL LOCATION: Well Pad 35-BV is located on an existing well pad in the SE1/4SW1/4, Section 35, T5S, R98W; Portions of Tracts 110 and 111 of Parcel # 2139-163-00-014, and Tract 103 in Parcel # 2137-321-00-008.

TYPE OF APPLICATION: SUP Amendment – Temporary Produced Water Management Facility

GENERAL PROJECT DESCRIPTION – In July 2009, a Special Use Permit for Well Pad 35-BV was approved for the installation/operation of a Temporary Produced Water Management System located on the 35 BV Well Pad on .86 acres of a approximately 52,000 acre tract owned by Chevron USA, Inc. on parcels 2139-163-00-014 and 2137-321-00-008 (Resolution 2009-41). Under this Resolution, a maximum of 10 storage (frac) tanks could be installed on the site. This permit for the Temporary Produced Water Management System is to expire 12 months from the issuance of the permit and is subject to a review at that time to consider for extension of another 12 months.

Chevron wishes to an addition 14 storage tanks to the existing facility/well pad (3.4 acres) to provide adequate water storage until they can permit, construct, and commission a permanent produced water management tank facility. The existing site contains 10 storage tanks, a waste disposal system building, and containment berms. Through existing pipelines, produced water is pumped to and from the site.

The Applicant indicated that Chevron wishes to amend Conditions 13 and 18. As per Section 4-107 (5) (a), a public hearing before the BOCC will be required to amend a condition of approval in a resolution of approval.

I. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS:

Special Use Permit (SUP) Amendment

- Garfield County Comprehensive Plan 2000 as amended
- Garfield County Unified Land Use Resolution of 2008 as amended
 - Article III, Zoning
 - Resource Lands Zone District, Sub-district Gentle Slopes (Section 3-213)
 - Article IV, Application and Review Procedure for Amendment of a Major Impact or Limited Impact Permit (Section 4-107)

II. PROCESS

Special Use Permit (SUP) Amendment

In summary, the process will be the following Review Process (Section 4-107).

1. Pre-application Conference (held 02/25/2010)
2. Submittal of Complete Application (Section 4-501(H))
 - a. Application Form and Fees
 - b. Assessors Map and List of Surface and Mineral Owners
 - c. Written statement of proposed amendment(s)
 - d. Supporting documents necessary to evaluate the proposed revision(s) (such as revised traffic analysis, reclamation plan, grading plan, re-vegetation plan)
 - e. Payment Agreement Form
 - f. Statement of Authority and/or Letter of Authorization
3. Determination of Completeness (Section 4-103 (C))
4. Evaluation by Director/Staff Review (Section 4-103 (E))
5. Director's Decision
 - No Substantial Change
 - Substantial Change
6. Written Notice of Decision
7. Request by Applicant for Reconsideration of Decision
 - Schedule Public Hearing
 - Decision by BOCC

III. APPLICATION REVIEW

Special Use Permit (SUP) Amendment

a. Review by: Director/Staff for completeness and evaluation.

b. Public Hearing:

- Director
- Planning Commission.
- Board of County Commissioners (if requested by Director or Applicant)
- Board of Adjustment

c. Submittal Materials:

- 1) Application Form
- 2) Written Statement of proposed amendment (Describe what is to change and why, and explain how proposal is not a substantial change. Make sure you address how produced water is transported to and from the well pad, traffic generated, and amount of disturbance created by proposal.
- 3) Supporting documents (updated site plan, possibly an updated Traffic Report)

IV. APPLICATION REVIEW FEES

Special Use Permit (SUP) Amendment

a. Planning Review Fees: \$ 400.00

b. Referral Agency Fees: \$ _____ (Separate Check, see attached fee schedule)

c. Total Deposit: \$ 400.00 (additional hours are billed at \$ 40.50 /hour)

General Application Processing

Planner reviews case for completeness and sends to referral agencies for comments. Case planner contacts applicant and sets up a site visit. Staff reviews application to determine if it meets standards of review. Case planner makes a recommendation of approval, approval with conditions, or denial to the appropriate hearing body.

Disclaimer

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right. The pre-application meeting summary is only valid for six (6) months from the date of the pre-application meeting.

Pre-application Summary Prepared by:

Molly Orkild-Larson
Molly Orkild-Larson, AICP, RLA
Senior Planner

3/8/2010
Date

Adjacent Property Owners within 200 feet of the subject parcel (2137-231-00-008 and 2139-163-00-014, including name and mailing address, are provided below:

Bureau of Land Management – Severed Minerals in Section 36
Map ID: 2167, 5S, 98W, No Parcel No. listed in Assessor's Records
50629 Highway 6 & 24, Glenwood Springs, CO 81601

Bureau of Land Management – Severed Minerals in Section 15
Map ID: 2167, 6S, 98W, No Parcel No. listed in Assessor's Records
50629 Highway 6 & 24, Glenwood Springs, CO 81601

Bureau of Land Management
Map ID: 2167, 6S, 98W, Parcel No. 2167-033-00-951
50629 Highway 6 & 24, Glenwood Springs, CO 81601

Bureau of Land Management
Map ID: 2167, 6S, 98W, Parcel No. 2167-044-00-952
50629 Highway 6 & 24, Glenwood Springs, CO 81601

Bureau of Land Management
Map ID: 2167, 6S, 98W, Parcel No. 2167-094-00-953
50629 Highway 6 & 24, Glenwood Springs, CO 81601

Shell Frontier Oil & Gas Inc.
Map ID: 2167, 6S, 98W, Parcel No. 2167-362-00-023
c/o Shell Oil Company, PO Box 4854, Houston, TX 77010

Lucas L Renninger
Map ID: 2139, 5S, 98W, Parcel No. 2167-014-00-020
269 Main Street, Meeker, CO 81641

Colorado Nature Ranch LP
Map ID: 2139, 5S, 98W, Parcel No. 2139-342-00-009
4901 Wineland Road, Suite 650, Orlando, FL 32811

EV Ranch LLLP
Map ID: 2139, 5S, 98W, Parcel No. 2139-153-00-006
4901 Wineland Road, Suite 650, Orlando, FL 32811

Bureau of Land Management
Map ID: 2139, 6S, 98W, Parcel No. 2167-094-00-953
50629 Highway 6 & 24, Glenwood Springs, CO 81601

5.5 Compliance with Zone District Use Restrictions, Article VII, §7-101:

The proposed amendment to Resolution 2009-41, SUP 18908, is consistent with the approved land use and is an allowed use within the Gentle Slopes and Lower Valley Floor (RLGS) sub-district of the Resource Lands Zone District. This proposal would not change the purpose or intended use of the facility as permitted.

5 Adherence to Garfield County Land Use Code

The proposed amendment would comply with all applicable standards set forth in the Garfield County Unified Land Use Resolution Article VII, Divisions 1, 2 and 3 and Division 8 §7-810, *Additional Standards Applicable to Industrial Use*.

5.1 Public Notice, Article IV, §4-103 F.

Public Notice of hearing shall be made pursuant to Article IV, Section 4-103 F, *Notice of Public Hearing*.

5.2 Name of Property Owner (Applicant), Article IV, §4-502 C.1.c.

Chevron U.S.A. Inc.
Attention: Julie Justus, Regulatory Specialist
760 Horizon Drive
Grand Junction, CO 81506
Phone: (970) 257-6042
Mobile: (970) 589-5036
FAX: (970) 245-6489

Name of Owner's Representative (Attorney-in-fact)

Michael DeBerry, Manager Piceance Operations
Chevron North America Exploration and Production Company
760 Horizon Drive
Grand Junction, CO 81506
Phone: (970) 257-6005
FAX: (970) 245-6489

5.3 Statement of Authority, Article IV, §4-502 B.1.a.

A recorded Power of Attorney for Michael DeBerry, Manager Piceance Operations, and a letter authorizing Julie Justus, Chevron Regulatory Specialist, to represent Chevron in all activities pertaining to permitting, including representation before appointed and elected boards in Garfield County are attached to this application.

5.4 Assessor's Map / Adjacent Landowner, Article IV, §4-502 E.1.

The Garfield County Assessor's maps 2167, 2139, and 2137 that show the boundaries of Parcels # 2139-163-00-014 and 2137-231-00-008 and in Townships 5 and 6 South, Range 98 West, 6th PM, Garfield County, Colorado are attached. Also attached is an updated Adjacent Ownership List and Map that describes the Adjacent Surface and Mineral owners for the 56,000-acre Chevron Development.

The properties adjacent to the existing site are also owned and operated by Chevron and are similar in nature and character and are currently in use for the production of natural gas and free-range cattle grazing. The proposed amendment to the existing Special Use Permit is consistent with the current uses on the subject parcels and adjacent properties and is not expected to affect the current or future use of these lands.

The rental frac tanks are painted in the same non-reflective color as the 10 existing frac tanks onsite and are not expected to emanate glare.

The 14 tanks proposed in this application would remain empty unless needed to contain excess produced water in the event of an upset condition and the empty tanks are not expected to emit vapors or odor. In the unlikely event that these tanks would be put into service, it would only be for 24 hours or less until repairs and/or corrections could be made and water injection could resume.

3.5 Cultural Resources

Two Class III (pedestrian) surveys and one Class I Resource Inventory have been conducted in the vicinity of the 598-35-BV well pad over a period of four years. The findings have all been previously recorded and evaluated as officially not eligible for listing on the National Register of Historic Places. No surface disturbance is proposed in this application and no impact to Cultural Resources is expected as a result of this proposal.

4 Reclamation Plan

The *Temporary Produced Water Management System* occupies a portion of the existing SKR-598-35-BV well pad and no surface disturbing activities are proposed in this amendment application. The *Temporary Produced Water Management System* would be in operation at this location only until such time as a permanent *Produced Water Management Tank Facility* could be made operational.

When this location is no longer required to support Chevron's produced water management and disposal needs, all equipment would be removed and that portion of the location occupied by the *Temporary Produced Water Management System* would be utilized, along with the rest of the location, as a well pad for drilling. The pumps and filters would be reused and relocated to the permanent *Water Management Tank Facility*. The rental frac tanks would be removed from the site and returned to the supplier and either hauled offsite or retained at another location for use in well completions.

Interim reclamation measures have already been implemented on the existing SKR-598-35-BV well pad, and all soil piles and slopes have been seeded for stabilization. Stormwater and erosion controls are currently in place and are monitored at regularly scheduled intervals per Chevron's Stormwater Management Plan. The site is monitored regularly for noxious weeds and the application of herbicides and/or other methods of weed control are used as necessary on and around the existing site.

Final reclamation would occur at the end of the productive life of the future producing wells drilled at the SKR-598-35-BV well pad in accordance with Colorado Oil and Gas Conservation Commission 1000 Series Rules, *Reclamation Regulations*.

One or two trucks would be needed to position the 14 frac tanks inside the secondary containment area. The frac tanks and trucks are already onsite in support of recent completions operations. This amendment proposal would not increase traffic on public or private roads and no traffic impact is expected. Following installation of the proposed 14 tanks, activity at the site would be limited to daily operation and maintenance activities. Traffic into and out of the facility would be associated with existing field activities and would not result in any additional vehicular traffic on County roads.

3.3 Flora and Fauna

No surface disturbance or vegetation removal is proposed in this application. The *Temporary Produced Water Management System* is an existing permitted facility and no additional impacts to flora or fauna is expected as a result of this proposal.

3.4 Nuisance

Visual: Distance and area topography isolates the existing *Temporary Produced Water Management System* from the nearest residence and all other landowners in the neighboring Roan Creek drainage. The remote location and mountainous terrain visually separates the site, and most of the Chevron development, from residences in the vicinity of Roan and Clear Creeks. This amendment proposal would not contribute to an increase in visual impacts.

Noise: The 14 tanks proposed in this application would remain empty unless needed to contain excess produced water in the event of an upset condition and would not introduce a new source of noise or contribute to an increase in noise generation at the existing facility. This area is classified as light industrial under the Colorado Revised Statute 25-12-103, which has allowable noise levels of 70 decibels [db(A)] from 7:00 AM to 7:00 PM and 65 db(A) from 7:00 PM to 7:00 AM.

The existing *Temporary Produced Water Management System* is located in a remote portion of Garfield County on a private road primarily accessed by personnel associated with Chevron's Skinner Ridge natural gas development. Area topography and distance screens the location from the nearest residence about 2.5 miles from the site. There are no public receptors in the vicinity of the subject site and the potential for any noise to be heard outside the facility boundary is minimal.

Vibration: The one or two trucks used to move the proposed frac tanks would generate minor vibration at the site for less than one day. Truck traffic vibration is transient in nature and would not be transmitted beyond the facility boundary. The installation of the 14 frac tanks as proposed is not expected to contribute to vibration at the subject location.

Smoke and Particulate Matter: The proposed frac tanks would not be equipped with any operating machinery and would not introduce a new source of smoke or particulate matter. Vehicle exhaust emissions are expected during the positioning of the tanks, but these emissions would occur for less than one day and would be intermittent and transient and are not expected to create a nuisance or hazard to the general public or workers onsite. The area is sprayed with water as necessary to control fugitive dust.

Heat, Glare, Radiation and Fumes: The 14 tanks proposed in this application would remain empty unless needed to contain excess produced water in the event of an upset condition and are not expected to generate emissions of heat, glare, radiation, fumes, or odor.

- b. *The maximum square footage of structures less than 10,000 sq. ft. over 100% and structures over 10,000 sq. ft. by 10%, if a maximum has been specified in a permit approval:* The additional frac tanks proposed in this amendment application are by virtue of design, mobile and do not require foundational support or other means of permanent installation (see attached *Typical Frac Tank* design drawing). These tanks would be rented from a local supplier (Rain for Rent) and no permanent structures are proposed in this application.
 - c. *Projected traffic such that a highway access permit or an amendment to a highway access permit is required as a result of the change:* This amendment proposal does not constitute a change in site design which would increase the projected traffic or change to the access requirements. The permitted facility is accessed by private road and only one or two trucks would be required to move the proposed 14 tanks from an onsite frac operation into position inside the existing bermed containment area at the subject location. The tanks and trucks are already onsite.
 - d. *The size of the land which is the subject of the permit or approval:* No additional surface disturbance would be required for this proposal. The additional tanks would be situated entirely within the existing permitted disturbance.
3. **A change in land use which creates or increases the incompatibility of the use:** This amendment proposal is consistent with the purpose and intended use of the permitted facility and is compatible with the current and future uses allowed within the Resource Lands-Gentle Slope zone district.

3 Impact Analysis of Amendment Proposal

The proposed amendment would not increase the impacts to natural environment and would provide an additional measure of operational safety and environmental protection. This amendment proposal would not require modification to existing secondary containment structures or increase the existing surface disturbance. No traffic impacts are expected and no other nuisance would be introduced as a result of this proposal.

3.1 Secondary Containment, SPCC, and Stormwater Management

The permitted secondary containment structure has been designed and constructed to ensure that all harmful liquids are completely contained to prevent any soil contamination or transport of contaminants offsite by natural forces. As proposed, the additional 14 tanks would be situated entirely within the existing containment berm and would not require any change to size, capacity, or design of the containment area.

The existing *Temporary Produced Water Management System* is constructed and operated in accordance with the Chevron Spill Prevention, Control, and Countermeasures (SPCC) Plan and is designed and maintained in accordance with the Chevron Skinner Ridge Stormwater Management Plan.

3.2 Traffic

Traffic in the area of the existing *Temporary Produced Water Management System* consists of primarily Chevron employees and contractors, and there is very little public travel on the County road leading to the Chevron Skinner Ridge field (County Road 211). Chevron maintains the private portion of the Clear Creek Road and, in cooperation with the Garfield County Road and Bridge Department, assists with the maintenance of the County portion of this road. Frequent watering and the application of Magnesium Chloride on both the public and private portions of the road ensure that fugitive dust is kept at a minimum.

1.2 Amendment to SUP 18908 Condition #18, Extension of Permit Term Limit:

The *Temporary Produced Water Management System* was designed for short-term use and would be replaced by a permanent *Water Management Tank Facility* upon approval to construct and operate that facility. Permit applications for the permanent facility have only recently been submitted to Garfield County and the COGCC for review and this facility will not be approved for construction as soon as originally expected. Therefore, additional time is needed to ensure safe and continuous produced water management until such time as the permanent facility can be completed and operational.

As explained above, design rework has delayed submittal of the Land Use permit applications for the permanent *Water Management Tank Facility* and Chevron is asking the Board of County Commissioners to consider an extension of the *Temporary Produced Water Management System* permit term to allow adequate time to complete the permanent *Water Management Tank Facility*. Pending permit approval, the earliest that construction could begin on the permanent facility would be June of 2010 and construction would take from 12 to 18 months to complete. Chevron is asking the Board of County Commissioners to consider allowing the *Temporary Produced Water Management System* to remain in operation until December of 2011 or until the permanent facility is operational whichever may come first. Chevron is requesting approval to continue operation of the Temporary Produced Water System for an additional 6 months beyond the 12 months provided for in Condition #18 of the existing SUP to allow for continuous and uninterrupted produced water management in the event of permitting delays or other unforeseen construction and/or material and equipment acquisition delays. The additional time may or may not be required, but if the *Temporary Produced Water Management System* permit were to expire before the permanent *Water Management Tank Facility* were operational, Chevron would necessarily need to shut-in natural gas production and sales in the interim at a substantial cost to the company.

Chevron does not anticipate any significant issues with produced water management at this time, but is not willing to risk the potential for an unsafe operating condition and is therefore seeking approval to increase emergency produced water storage capacity at the *Temporary Produced Water System* to ensure safe and incident-free produced water management.

2 Change to Existing Approved Land Use

Chevron offers the following to address the definition of Substantial Change as written in the Garfield County Unified Land Use Resolution of 2007. Garfield County defines Substantial Change as *a change to an existing approved land use resulting in one or more of the following:*

1. **A change in land use category:** This SUP amendment proposal is consistent with the purpose and intended use of the permitted facility and does not purport to change the permitted land use.
2. **A change in site design which increases:**
 - a. *The number of dwelling units:* No dwelling units are permitted at this facility or proposed in this amendment application.

The *Temporary Produced Water Management System* was designed and permitted for short-term use and the following assumptions were made about the duration of operation and the capacity requirements based on the business conditions at the time:

- 1) At the time that the *Temporary Produced Water Management System* was designed and permitted, Chevron had few producing natural gas wells and it was expected that a permanent *Water Management Tank Facility* would be under construction and nearing completion within a year of permit approval for the temporary facility. For this reason, the design capacity of the *Temporary Produced Water Management System* was deemed adequate to manage the short-term produced water storage and disposal needs.

The permanent *Water Management Tank Facility* has since undergone several design iterations and the final design was just recently submitted to Garfield County and the COGCC for review on February 2, 2010 and February 11, 2010 respectively. Consequently, the permanent *Water Management Tank Facility* will not be operational in 2010 as expected. In addition, Chevron has since completed numerous wells and while the *Temporary Produced Water Management System* is adequate to manage the water produced from these wells under normal operating conditions, the facility is now needed for longer than originally expected and it may not necessarily have adequate overflow capacity in the longer term to safely contain unexpected or excessive water volumes produced under unusual operating conditions. The additional 14 frac tanks would provide Chevron a high degree of confidence that the facility could handle a worst-case scenario without incident.

- 2) It was also expected that well completions operations (i.e. active frac jobs) would be ongoing and that these operations would be onsite and available to handle excess water produced from an unusual flowback or unexpected or well surge(s). The well completions operation utilizes a large number of frac tanks and is capable of handling above normal water volumes if necessary; in other words, the frac operation could be used for backup to quickly contain and otherwise manage excess water in the event of an upset condition within the system.

Drilling and Completions have since been suspended and/or curtailed, and as completions activities slow down or cease for a time, the associated frac equipment and tanks will be removed from the field leaving the *Temporary Produced Water System* to manage, store and dispose of the water produced from active wells, including any unusual or unexpected volumes. Under normal operating conditions, the 10 frac tanks at the *Temporary Produced Water System* are adequate to manage the disposal of production water, but the system may not necessarily be sufficient to provide the 24-hours of storage capacity needed to safely manage an unusual or unexpected event such as pump or disposal well failure.

- 3) Chevron Corporate Standards require a minimum of 24 hours of liquid storage capacity to allow adequate time to repair and/or correct any unexpected or emergency condition to ensure protection against spills. This Standard is applied company-wide to avoid creating an unsafe working condition and to limit the potential for environmental spill.

The current design capacity of the *Temporary Produced Water Management System* will not meet the Chevron Standard without the backup water storage capacity of active completions operations.

1 Statement of Proposed Amendment

Chevron U.S.A. Inc. ("Chevron") is seeking to amend its existing *Temporary Produced Water Management System* Special Use Permit (Resolution 2009-41, SUP 18908) to install fourteen (14) additional 500 bbl frac tanks within the existing site disturbance and to extend the term of the permit term to December of 2011. These amendments are proposed in the interest of safe operation and environmental protection.

The *Temporary Produced Water Management System* is located in the central portion of the Clear Creek Valley approximately 2.5 miles north northwest of the terminal end of County Road 211 and within the Chevron Piceance Basin Natural Gas Development area (See attached Vicinity Maps). The facility occupies approximately 0.86 acres of an existing 3.4 acre well pad which lies in portions of Tracts 110 and 111 of Parcels 2139-163-00-014 and 2137-321-00-008 within the Gentle Slopes and Lower Valley Floor (RLGS) sub-district of the Resource Lands Zone District. The subject parcel and adjacent parcels have historically been used for cattle grazing, mining and natural gas extraction as it is today.

The *Temporary Produced Water Management System* is constructed on a portion of the SKR-598-35-BV well pad located in the SE1/4NE1/4 of Section 35, Township 5 South, Range 98 West of the 6th P.M., in Garfield County, Colorado, and currently consists of ten (10) 500 barrel (bbl) (21,000 gallon) frac tanks and a pump and filter system to manage produced water storage and disposal until such time as a permanent *Water Management Tank Facility* could be designed, permitted, constructed, and commissioned for operation. The installation and operation of the *Temporary Produced Water Management System* was approved by the Garfield County Board of County Commissioners on June 15, 2009 (See attached Resolution 2009-41, SUP 18908).

This request to amend SUP 18908 specifically addresses Condition #13 which states: "A maximum of ten (10) frac tanks may be installed on the site under this Special Use Permit". Chevron is also requesting an extension of the permit expiration date beyond that specified in Condition #18 which states: "The Special Use Permit for the Temporary Produced Water Management System shall expire 12 months from the issuance of permit, subject to a review at that time to consider for extension of another 12 months".

1.1 Proposed Amendment to SUP 18908 Condition #13, Addition of 14 Frac Tanks:

An additional 14 frac tanks are needed to provide at least 24-hours of storage capacity in the event of a major mechanical failure (i.e. pump, injection equipment, pipeline), well surge, or other unusual or unexpected operating condition. Having the additional capacity available if needed would allow Operations personnel adequate time to safely repair and/or correct a situation which would limit any potential for incident. No additional water volume would flow through, or be stored at the *Temporary Produced Water Management System* under normal operating conditions and the additional 14 frac tanks would remain empty unless needed for overflow protection in the event of an emergency situation.

5.6 Compliance with Comprehensive Plan and Intergovernmental Agreements, Article VII, §7-102:

The subject property is situated in Study Area 5 of the Garfield County Comprehensive Plan. The approved land use and the proposed amendments to that land use generally conform to the Goals and Objectives 4.0 Commercial and Industrial Uses section of the Comprehensive Plan. This section states that the County will encourage the development of a diversified industrial base for the County which recognizes environmental and social impacts of industrial uses. The proposal to add 14 frac tanks to accommodate any unusual, unexpected, or emergency water management conditions and to extend the current permit term would ensure that adequate overflow capacity is available if needed to prevent the potential for environmental spill and would eliminate the need to increase the traffic impacts to County Roads 204 and 211 associated with the truck and dispose alternative.

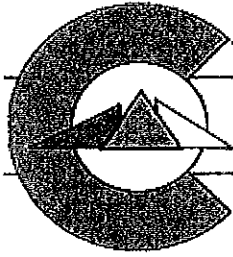
Chevron supports responsible development and makes every effort to limit any conflict with other environmental and social values through communication, cooperation, and the implementation of best practices.

5.7 Resource Lands – Gentle Slopes Zone District, Article III, §3-213:

This proposal is compliant with the applicable portions of Article III §3-213

5.8 Amendment of a Major Impact or Limited Impact Permit Approval, Article IV, §4-107:

This application will comply with all Garfield County permit amendment process requirements.



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

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APR 13 2010

GARFIELD COUNTY
 BUILDING & PLANNING

SUAA-4-10-6386

MAJOR IMPACT REVIEW
 MAJOR IMPACT REVIEW [AMENDMENT]
 SUP AMENDMENT [Issued under the Zoning Resolution of 1978, as Amended]

GENERAL INFORMATION (Please print legibly)

➤ Name of Property Owner: **Chevron U.S.A. Inc. (Attn: Julie Justus)**

➤ Mailing Address: 760 Horizon Drive Telephone: (970) 257-6042

➤ City: Grand Junction State: CO Zip Code: 81506 Cell: (970) 589-5036

➤ E-mail address: jjustus@chevron.com FAX: (970) 245-6489

➤ Name of Owner's Representative, if any, (Attorney, Planner, Consultant, etc):
 ➤ Michael DeBerry, Manager Piceance Operations

➤ Mailing Address: 760 Horizon Drive Telephone: (970) 257-6005

➤ City: Grand Junction State: CO Zip Code: 81506 Cell: (970) 679-4050

➤ E-mail address: MICD@chevron.com FAX: (970) 245-6489

➤ Requested Use from Table 3-501 or 3-502: Industrial Support Facility
Amendment to Conditions #13 and #18 of existing Temporary Produced Water Management System
permit (SUP 18908, Resolution 2009-41); addition of emergency produced water storage capacity
and extension of existing permit term.

➤ Street Address / General Location of Property: The existing Temporary Water Management
System is located approximately 18 miles north-northwest of DeBeque, Colorado

➤ Legal Description: SE/4 NE/4 of Section 35, Township 5 South, Range 98 West,
of the 6th PM, Garfield County, Colorado

➤ Assessor's Parcel Number: 2 1 3 9 - 1 6 3 - 0 0 - 0 1 4 2,840 ac
2 1 3 7 3 2 1 0 0 0 0 8 4,312 ac

➤ Existing Use: Grazing / Oil & Gas Extraction

➤ Property Size (in acres) 0.86 (existing) Zone District: Resource Lands Gentle Slopes

I. GENERAL SUBMITTAL REQUIREMENTS

[The following general application materials are required for all Major Impact Review Applications in Garfield County. Application materials and review standards that are specific to an individual use (Mass Transit Facility, Extraction, Solid Waste Facility , etc.) are detailed in Sections 3-301 of Article III and Article VII of the Unified Land Use Resolution (ULUR) of 2008.]

- A. Submit a completed and signed Application Form, an application fee, and a signed Agreement for Payment form.
- B. A narrative explaining the purpose of the application and supporting materials that address the standards and criteria found in Articles III and VII of the Unified Land Use Resolution of 2008.
- C. Copy of the deed showing ownership. Additionally, submit a letter from the property owner(s) if the owner is being represented by another party other than the owner. If the property is owned by a corporate entity (such as an LLC, LLLP, etc.) Please submit a copy of recorded "Statement of Authority" demonstrating that the person signing the application has the authority to act in that capacity for the entity.
- D. Submit a copy of the appropriate portion of a Garfield County Assessor's Map showing the subject property and all public and private landowners adjacent to your property (which should be delineated). In addition, submit a list of all property owners, private and public, and their addresses adjacent to or within 200 ft. of the site. This information can be obtained from the County Assessor's Office. You will also need the names (if applicable) of all mineral interest owners of the subject property, identified in the County Clerk and Recorder's records in accordance with §24-65.5-101, et seq. (That information may be found in your title policy under Exceptions to Title).
- E. Vicinity map: An 8 ½ x 11 vicinity map locating the parcel in the County. The vicinity map shall clearly show the boundaries of the subject property and all property within a 3-mile radius of the subject property. The map shall be at a minimum scale of 1"=2000' showing the general topographic and geographic relation of the proposed land use change to the surrounding area for which a copy of U.S.G.S. quadrangle map may be used.
- F. A copy of the Pre-Application Conference form completed during the original Pre-Application Conference.
- G. Submit 3 copies of this completed application and all the required submittal materials to the Building and Planning Department. Staff will request additional copies once the application has been deemed technically complete.

I. Major Impact Review Process

The following section outlines and describes the Major Impact Review process for the variety of uses that are governed by the Board of County Commissioners by the Unified Land Use Resolution of 2008 (ULUR). Please refer to Articles III and VII in the regulations themselves for higher level of detail. [The following process is required

for applications for land use changes that are subject to Major Impact Review as defined in Table 3-501 or 3-502 in Article III.]

A. Outline of Process. The Major Impact Review process shall consist of the following procedures:

1. Pre-Application Conference (4-103 (A))
2. Application (4-103 (B))
3. Determination of Completeness (4-103 (C))
4. Evaluation by the Director/Staff Review (4-103 (E))
5. Public Hearing and Recommendation by the Planning Commission (4-103 (G))
6. Public Hearing and Decision by the Board of County Commissioners (4-103 (G))

B. Submittal Materials: The following materials shall be submitted with a Limited Impact Review application and are more fully defined in Section 4-502 of Article IV of the ULUR. The Director may waive or alter any of these requirements if they are determined to be inappropriate or unnecessary to determining if the application satisfies applicable standards.

1. Application Form and Fees
2. Site Plan (4-502(C)(3))
3. Erosion and Sediment Control plan (4-502(C)(4))
4. Landscape Plan (4-502(C)(5))
5. Land Suitability Analysis (4-502(D))
6. Impact Analysis (4-502(E))
7. Improvements Agreement, if appropriate (4-502(I))

II. Major Impact Review Amendment Process

Any proposal to change conditions of approval or a site plan approved under these Regulations as a Major Impact Review permit shall require application to the Director for Amendment of a Major Impact Permit Approval. The Director shall review the application to determine whether the proposed change constitutes a substantial change to the Major Impact Permit approval pursuant to Section 4-107 of Article IV.

A. Outline of Process. The review process for a proposed Amendment of an Approved Major Impact Review shall consist of the following procedures.

1. Pre-Application Conference (4-103 (A))
2. Application (4-103 (B))
3. Determination of Completeness (4-103 (C))
4. Evaluation by the Director/Staff Review (4-103 (E))
5. Decision by Director (4-104(B)(5))
6. Public Hearing and Decision by the Board of County Commissioners (4-103 (G))

B. Submittal Materials: The following materials shall be submitted with a Major Impact Review Amendment application and are more fully defined in Section 4-502 of Article IV of the ULUR. The Director may waive or alter any of these requirements if they are determined to be inappropriate or unnecessary to determining if the application satisfies applicable standards.

1. Application Form
2. Supporting documents necessary to evaluate the proposed revision(s)
3. Written Statement of proposed amendment(s) which includes how the requested amendment does not result in a substantial change defined here:

Substantial Change. A change to and existing approved land use resulting in one or more of the following:

1. A change in land use category.
2. A change in site design which increases
 - a. The number of dwelling units.
 - b. The maximum square footage of structures less than 10,000 sq. ft. over 100% and structures over 10,000 sq. ft. by 10%, if a maximum has been specified in a permit or approval.
 - c. Projected traffic such that a highway access permit or an amendment to a highway access permit is required as a result of the change.
 - d. The size of the land which is the subject of the permit or approval
3. A change in land use which creates or increases the incompatibility of the use.

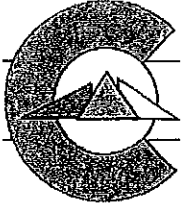
I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.



(Signature of Property Owner)

4-12-2010

Date



GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT FEE SCHEDULE

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

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

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

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

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

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

GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT BASE FEES

TYPE OF LAND USE ACTION	BASE FEE
Vacating Public Roads & Rights-of-Way	\$400
Sketch Plan	\$325
	\$675 + application agency review fees and outside consultant review fees, as authorized pursuant to the Regulations, such as the Colorado Geologic Survey
Preliminary Plan / Conservation Subdivision	
Preliminary Plan Amendment	\$325
Final Plat	\$200
Final Plat Amendment / Correction Plat	\$100
Combined Preliminary Plan and Final Plat	\$1,075
Minor Exemption / Amendment	\$300 / \$300
Major Exemption / Amendment	\$400 / \$300
Rural Land Development Option Exemption / Amendment	\$400 / \$300
General Administrative Permit	\$250
Floodplain Development Permit	\$400
Pipeline Development Plan / Amendment	\$400 / \$300
Small Temporary Employee Housing	\$50
Minor Temporary Employee Housing	\$250
Limited Impact Review / Amendment	\$400 / \$300
Major Impact Review / Amendment	\$525 / \$400
Rezoning: Text Amendment	\$300
Rezoning: Zone District Amendment	\$450
Planned Unit Development (PUD) / Amendment	\$500 / \$300
Comprehensive Plan Amendment	\$450
Variance	\$250
Interpretation	\$250
Takings Determination	NO FEE
Planning Staff Hourly Rate	
▪ Planning Director	\$50.50
▪ Senior Planner	\$40.50
▪ Planning Technician	\$33.75
▪ Secretary	\$30.00
County Surveyor Review Fee (<i>includes review of Amended Plats, Final Plats, Exemption Plats</i>)	Determined by Surveyor\$
	\$11 – 1 st page
Mylar Recording Fee	\$10 each additional page

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

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

GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT

PAYMENT AGREEMENT FORM

(Shall be submitted with application)

GARFIELD COUNTY (hereinafter COUNTY) and Chevron U.S.A. Inc.
_____ Property Owner (hereinafter OWNER) agree as follows:

1. OWNER has submitted to COUNTY an application for Industrial Support Facility
Special Use Permit Amendment (hereinafter, THE PROJECT).

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

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

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

PROPERTY OWNER (OR AUTHORIZED REPRESENTATIVE)

Julie Justus
Signature

4-12-2010
Date

Julie Justus

Print Name

Mailing Address:

760 Horizon Drive, Suite 412
Grand Junction, CO 81506

Garfield County

108 8th Street Suite 401

Glenwood Springs, CO 81601-

Phone: (970)945-8212 Fax: (970)384-3470

RECEIPT/INVOICE

Applicant

Chevron U.S.A. Inc. Chevron U.S.A. Inc.
Chevron U.S.A. Inc.
10850 Richmond AVE
Houston, TX 77042-

Invoice Number: INV-4-10-20162

Invoice Date: 4/12/10

Plan Case: Special Use Amendment Application, SUAA-4-10-6386

Return to:

Garfield County
108 8th Street Suite 401
Glenwood Springs, CO 81601-

Memo:

[Empty memo box]

Table with 3 columns: Fee Name, Fee Type, Fee Amount. Row 1: Special Use Amendment Fee, Fixed, \$400.00. Row 2: Total Fees Due: \$400.00

PAYMENTS

Table with 5 columns: Date, Pay Type, Check Number, Amount Paid, Change. Row 1: 04/12/2010, Credit Card, -1, \$400.00, \$0.00. Row 2: Total Paid: \$400.00

Total Due: \$0.00

BLDG & Planning GWD
108 8th Street Suite 401
Glenwood Springs, CO 81601
MERCHANT # 941000097881

SALE
REF NUM: 010218232053
MASTERCARD
*****7865 EXP.: ****
INV NUM: -6386
DATE: 4/12/2010 TIME: 12:36:45 AM
AUTH NO: 093818
AVS: Y CVV:
PO NUMBER: Tax:
TOTAL: \$ 400.00

CUSTOMER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CUSTOMERS AGREEMENT WITH THE ISSUER.

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

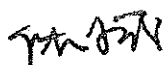
KNOW ALL MEN BY THESE PRESENTS THAT CHEVRON U.S.A. INC., a Pennsylvania corporation, ("CHEVRON"), acting herein through **J. STEPHEN LASTRAPES**, Assistant Secretary, hereunto duly authorized by Resolution of the Board of Directors, hereby makes, constitutes, and appoints **MICHAEL DeBERRY**, to be its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

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

This Power of Attorney shall remain in full force and effect from and after first day of January, 2010 through the 31st day of December, 2010, and its exercise shall be valid in all the states, territories and possessions of the United States.

IN WITNESS WHEREOF, CHEVRON has caused its name to be subscribed hereto by **J. STEPHEN LASTRAPES**, Assistant Secretary, for that purpose duly authorized, this 31st day of December, 2009.

CHEVRON U.S.A. INC.

By: 

J. STEPHEN LASTRAPES
Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS



Michael K DeBerry
Manager, Piceance Operations
MidContinent/Alaska SBU

**Chevron North America
Exploration and Production Company**
(A Chevron U.S.A. Inc. Division)
760 Horizon Drive Suite 401
Grand Junction, Colorado 81506
Telephone: 970.257.6005
Email: MKDeBerry@chevron.com

February 15, 2010

Mr. Fred Jarman
Garfield County Building & Planning Department
108 8th Street, Suite 401
Glenwood Springs, CO 81601

***Re: Authorization to Represent Chevron in Garfield County –
Julie Justus, Chevron U.S.A. Inc.***

Dear Mr. Jarman:

Julie Justus is employed by Chevron U.S.A. Inc. ("Chevron"), and is authorized to represent Chevron in regulatory and permitting matters in Garfield County, Colorado. Ms. Justus is specifically authorized to prepare, submit, sign, and provide oversight of all Chevron permit applications and other written documents provided by her and by other authorized Chevron employees and contractors. Ms. Justus is also authorized to participate in discussions regarding Chevron's permitting activities with Staff and before appointed and elected boards and to accept conditions on Chevron's behalf as directed by Chevron management. The authority granted Ms. Justus in this letter extends for a period of the earlier of one year from the date of this letter or the date such authorization is revoked by Chevron in writing.

Questions about this authorization should be directed to Chevron's Manager Piceance Operations and duly authorized Attorney-In-Fact, Michael DeBerry, (970) 257-6005.

Thank you,

A handwritten signature in cursive script, appearing to read "Michael DeBerry".

Michael DeBerry
Chevron Attorney-In-Fact and Manager Piceance Operations

cc. Julie Justus, Chevron Regulatory Specialist

SPECIAL USE PERMIT

for

Chevron USA, Incorporated

on

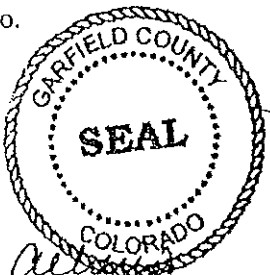
*Well Pad 35-BV located in the SE¹/₄SW¹/₄
of Section 36, T5S, R98 West of the 6 P.M.
in Garfield County, Colorado.*

In accordance with and pursuant to the provisions of the Garfield County Zoning Resolution of 1978, as amended, and Resolution No. 2009-41 of the Board of County Commissioners of Garfield County, State of Colorado, hereby authorizes, by Special Use Permit (SUP 18908), the following activity:

Installation / Operation of a Temporary Produced Water Management System located on the 35-BV Well Pad on .86 acres of an approximately 54,000-acre tract owned by Chevron USA, Incorporated, further described as Parcels # 2137-321-00-008 and 2137-163-00-014

The Special Use Permit is issued subject to the conditions set forth in the above-mentioned resolution, and shall be valid only during compliance with such conditions and other applicable provisions of the Garfield County Zoning Resolution, Subdivision Regulations, Building Code, and other regulations of the Board of County Commissioners of Garfield County, Colorado.

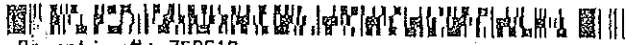
ATTEST:



Jean Alberico
Clerk of the Board

GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO

[Signature]
Chairman



STATE OF COLORADO)
)ss
County of Garfield)

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Plaza Building, in Glenwood Springs on Monday, the 13th day of April, 2009, there were present:

John Martin, Commissioner Chairman
Mike Samson, Commissioner
Trèsi Houpt, Commissioner
Don DeFord, County Attorney
Jean Alberico, Clerk of the Board
Ed Green (absent), County Manager

when the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. 2009- 41

A RESOLUTION CONCERNED WITH THE APPROVAL OF A SPECIAL USE PERMIT FOR THE INSTALLATION / OPERATION OF THE CHEVRON USA TEMPORARY PRODUCED WATER MANAGEMENT SYSTEM LOCATED ON .86 ACRES OF A 54,000-ACRE PARCEL OWNED BY CHEVRON USA, INC., LOCATED IN THE SE¼ SW¼ OF SECTION 36, T5S, R98W OF THE 6TH P.M. IN GARFIELD COUNTY,
PARCELS # 2137-321-00-008 and # 2137-163-00-014

Recitals

A. Garfield County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners (Board) is authorized to act.

B. On the 2nd day of January, 1979, the Board adopted Resolution 79-01 concerning a Zoning Resolution for the County of Garfield, State of Colorado.

C. Pursuant to Section 9.03.04 of the Zoning Resolution of 1978, an application for a Special Use Permit shall be approved or denied by the Board of County Commissioners after holding a public hearing thereon in conformance with all the provisions of the Zoning Resolution.

D. The Board held a public hearing on the 13th day of April, 2009, upon the question of whether the above-described Special Use Permit should be granted or denied,

CH

at which hearing the public and interested persons were given the opportunity to express their opinions regarding the special use permit.

E. The Board of County Commissioners closed the public hearing on April 13th, 2009, and acted on the basis of substantial competent evidence produced at the aforementioned hearing.

Resolution

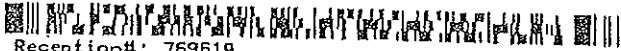
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, Colorado, that the Special Use Permit is approved based on the following findings:

- A. The forgoing Recitals are incorporated by this reference as part of this Resolution.
- B. Proper public notice via publication pursuant to Section 9.03.04 of the Zoning Resolution of 1978, as amended, was provided as required by law for the hearing before the Board of County Commissioners.
- C. An application for a special use permit was made consistent with the requirements of Section 5.03 of the Garfield County Zoning Resolution of 1978, as amended.
- D. The public hearing before the Board of County Commissioners was extensive and complete; all pertinent facts, matters and issues were submitted; and all interested parties were heard at that hearing.
- E. The proposed Special Use Permit is in compliance with the recommendations set forth in the Comprehensive Plan for the unincorporated areas of the County.
- F. The proposed Special Use Permit is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County.
- G. The Special Use Permit for the Temporary Produced Water Management System proposed by Chevron USA, Inc., shall require that the following conditions be satisfied:
 1. That all representations of the Applicant, either within the application or stated at the hearing before the Board of County Commissioners, shall be considered conditions of approval unless explicitly altered by the Board.
 2. That the operation of the facility be done in accordance with all applicable Federal, State, and local regulations governing the operation of this type of facility.
 3. That the Applicant shall comply with the fire protection provisions included in the rules and regulations of the Colorado Oil and Gas Conservation

Commission (COGCC) and the International Fire Code as the Code pertains to the operation of this facility.

4. Vibration generated: the Temporary Produced Water Treatment System shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point of any boundary line of the property on which the use is located.
5. Emissions of smoke and particulate matter: the Temporary Produced Water Treatment System shall be so operated so as to comply with all Federal, State and County air quality laws, regulations and standards.
6. Emission of heat, glare, radiation and fumes: the Temporary Produced Water Treatment System shall be so operated that it does not emit heat, glare, radiation or fumes which substantially interfere with the existing use of adjoining property or which constitutes a public nuisance or hazard.
7. Volume of sound generated shall comply with the standards set forth in the Colorado Revised Statutes, COGCC Series 800.
8. No storage of heavy equipment or materials is permitted after the construction period.
9. No human habitation of this site is allowed at any time.
10. Any lighting shall be pointed downward and inward to the property center and shaded to prevent direct reflection on adjacent property.
11. Water pollution: in a case in which potential hazards exist, it shall be necessary to install safeguards designed to comply with the Regulations of the Environmental Protection Agency before operation of the facilities may begin. All percolation tests or ground water resource tests as may be required by local or State Health Officers must be met before operation of the facilities may begin.
12. Prior to the issuance of the Special Use Permit, a plan that includes adequate design for the spill containment basin for the produced water tanks on site shall be provided to the Garfield County Project Engineer.
13. A maximum of ten (10) frac tanks may be installed on the site under this Special Use Permit.
14. Prior to the issuance of the Special Use Permit, a reclamation security of \$2500 per acre shall be submitted for the .86-acre site disturbance, as per the Garfield County Vegetation Manager. If the use as a water treatment system is ended, reclamation shall be initiated within 60 days and meet the requirements





Reception#: 769619
06/16/2009 11:37:13 AM Jean Alberico
5 of 5 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

I, _____, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this ____ day of _____, A.D. 2009

County Clerk and ex-officio Clerk of the Board of County Commissioners

MEMORANDUM

TO: Deborah Quinn
Assistant County Attorney

FROM: Kathy Eastley
Senior Planner

DATE: April 21, 2010

RE: Limited Impact Review LIRA-4-10-6386

Attached is the application for a SUP Amendment to modify conditions of approval under Resolution 2009-4 for Chevron USA, Inc. The 30 working day review period ends on May 24, 2010.

**CHEVRON PICEANCE BASIN NATURAL GAS DEVELOPMENT PROGRAM
ADJACENT PROPERTY AND SEVERED MINERAL OWNERS
UPDATED THROUGH APRIL 2, 2010**

Map ID	Township, Range	Updated from last report?	Parcel Number	Name	Address	Notes/ Corrections
TOWNSHIP 4 SOUTH, RANGE 97 WEST						
1913	4S, 97W	YES	1913-284-00-004	EV Ranch LLLP	22593 RBC Road 5, Rifle CO 81650	Added City to Address
1913	4S, 97W	NO	1913-292-00-952	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
1913	4S, 97W	NO	1913-323-00-006	Exxon Mobil Corporation	Attn: Exxon Company U.S.A., PO Box 53, Houston, TX 77001-0053	
1913	4S, 97W	NO	1913-351-00-007	Exxon Mobil Corporation(83.8%),Levy Brothers LLC(10.8%), Joanna U. Thomas Trust(1.05%), Connie Hinman Trust(0.98%), Virginia Hinman Trust(0.098%), Stuart A. Umpley Trust(1.05%), Cara V. Lockett & Comerica Bank-Texas Co. Trustees of Susan G. Umpleby Peasner Royalty Trust(0.7%), Stanley Lockett & Coamerica Bank-Texas Co.-Trustees of the Cara Virginia Umpleby Lockett Royalty Trust	PO Box 53, Houston, TX 77001-0053	
TOWNSHIP 4 SOUTH, RANGE 98 WEST						
1911	4S, 98W	NO	1911-272-00-005	Harris & Doyle Livestock LLC(37.50%), Amerada Hess Corporation(37.50%), Oil Shale Corporation(25%)	990 Sapphire Dr, Castle Rock, CO 80108	
1911	4S, 98W	NO	1911-301-00-955	Bureau of Land Management (Not listed in Assessor's Record)	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
1911	4S, 98W	NO	1911-341-00-952	Bureau of Land Management (Not listed in Assessor's Record)	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
TOWNSHIP 4 SOUTH, RANGE 99 WEST						
1909	4S, 99W	NO	1909-223-00-002	LOV Land Company	439 County Road 26, Rifle, CO 81650-8823	
1909	4S, 99W	NO	1909-243-00-003	Mobil Oil(50%)	Attn: Prop Tax Div, PO Box 53, Houston, TX 77001	
1909	4S, 99W	NO	1909-243-00-003	Puckett Land Company(40%)	5460 Quebec St. Suite 250, Greenwood Village, CO 80111-1917	
1909	4S, 99W	NO	1909-243-00-003	Equity Oil(10%)	Attn: Mobil Oil Co., Prop Tax Div., PO Box 53, Houston, TX 77001	
1909	4S, 99W	NO	1909-232-00-005	State of Colorado	Division of Wildlife, 6060 Broadway, Denver, CO 80216-1029	
		NO	1909-232-00-005	Mobile Oil Corp et al (100%)	Attn: Prop Tax Div, PO Box 53, Houston, TX 77001	
1909	4S, 99W	YES	1909-273-00-007	Paul M., Marriott, Kathryn, J Lynn, Gavin M., Elena L., William M. Georgia H. Dougan and Wallace W. Dansie (50%)	215 S. State St. Suite 1170, Salt Lake City, UT 84111-2334	Added missing severed mineral owner names
		NO	1909-273-00-007	Exxon (50% mineral)	PO Box 53 Houston TX 77001	
1909	4S, 99W	NO	1909-322-00-951	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
TOWNSHIP 5 SOUTH, RANGE 96 WEST						
2135	5S, 96W	NO	2135-064-00-952	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2135	5S, 96W	NO	2135-073-00-003	Reuben Gerald & Stephanie Oldland	14667 County Road 5, Rifle, CO 81650-8812 IMPS only	
2135	5S, 96W	YES	2135-184-00-956	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	Parcel number corrected

Work completed by:
Pamela Holmes
Transcontinent Oil Company
303-298-8108

**CHEVRON PICEANCE BASIN NATURAL GAS DEVELOPMENT PROGRAM
ADJACENT PROPERTY AND SEVERED MINERAL OWNERS
UPDATED THROUGH APRIL 2, 2010**

Map ID	Township, Range	Updated from last report?	Parcel Number	Name	Address	Notes/ Corrections
2135	5S, 96W	NO	2135-273-00-015	Encana Oil & Gas (USA) Inc.	c/o K.E. Andrews & Co., 3615 S. Huron St., Suite 200, Englewood, CO 80110	
2135	5S, 96W	NO	2135-321-00-009	Berry Petroleum Co. & Marathon Oil Co.	1999 Broadway Ste 3700 Denver, CO 80202	
TOWNSHIP 5 SOUTH, RANGE 97 WEST						
2137	5S, 97W	NO	1913-284-00-004	EV Ranch LLLP	22593 RBC Road 5, Rifle, CO 81650	
2137	5S, 97W	NO	2137-012-00-001	Eva & Timothy Uphoff(50%), Eva Christine Oldland(50%)	17037 County Road 5, Rifle, CO 81650	
2137	5S, 97W	NO	2137-014-00-006	Reuban Gerald & Stephanie Oldland	14667 County Road 5, Rifle, CO 81650-8812, IMPS only	
2137	5S, 97W	NO	2137-071-00-951	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2137	5S, 97W	NO	2137-014-00-011	Eva & Timothy Uphoff	17037 Rio Blanco County Road 5, Rifle, CO 81650	
2137	5S, 97W	NO	2137-131-00-002	Eva & Timothy Uphoff	17037 Rio Blanco County Road 5, Rifle, CO 81650	
TOWNSHIP 5 SOUTH, RANGE 98 WEST						
2139	5S, 98W	NO	2139-062-00-951	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2139	5S, 98W	NO	2139-101-00-011	EV Ranch LLLP	22593 RBC Road 5, Rifle, CO 81650	
2139	5S, 98W	NO	2139-111-00-952	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2139	5S, 98W	NO	2139-153-00-006	EV Ranch LLLP	22593 RBC Road 5, Rifle, CO 81650	
2139	5S, 98W	NO	2139-214-00-953	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2139	5S, 98W	NO	2139-342-00-009	Colorado Nature Ranch LP	4901 Wineland Road, Suite 650, Orlando, FL 32811	
2139	5S, 98W	NO	Not Listed in Assessor's Records	Bureau of Land Management-Severed Minerals in Section 36	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
TOWNSHIP 5 SOUTH, RANGE 99 WEST						
2141	5S, 99W	NO	2139-342-00-009	Colorado Nature Ranch LP	4901 Wineland Road, Suite 650, Orlando, FL 32811	
2141	5S, 99W	NO	2141-054-00-016	Franklin Dee & Vicki L. Norell	1005 CR 4, Meeker, CO 81641	
2141	5S, 99W	NO	2141-092-00-017	David G. Manter(12.5%), Carolyn L. Ansari(12.5%)	353 South Oneida Way, Denver, CO 80334-1331	
2141	5S, 99W	YES	2141-092-00-017	Daniel Stroock (10%)	55 Frost St. Cambridge MA 02140-2247	Corrected spelling of owner name & address
2141	5S, 99W	NO	2141-092-00-017	Texas Eastern Skyline (20%)	PO Box 1642 Houston TX 77251	
2141	5S, 99W	NO	2141-092-00-017	Savage Limited Partnership (45%)	PO Box 1926 Rifle CO 81650	
2141	5S, 99W	NO	2141-231-00-006	Chevron USA Inc.	c/o Chevron/Texaco Property Tax, PO Box 285, Houston, TX 77001	
TOWNSHIP 6 SOUTH, RANGE 97 WEST						
2141	6S, 97W	YES	2169-022-00-019	Richard, Lyle, and Ned Prather (1/3)	PO Box 165 De Beque, CO 81630-0165	Corrected spelling of owner name

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**CHEVRON PICEANCE BASIN NATURAL GAS DEVELOPMENT PROGRAM
ADJACENT PROPERTY AND SEVERED MINERAL OWNERS
UPDATED THROUGH APRIL 2, 2010**

Map ID	Township, Range	Updated from last report?	Parcel Number	Name	Address	Notes/ Corrections
2141	6S, 97W	NO	2169-022-00-019	Donna J Koeler (1/3)	PO Box 300 De Beque CO 81630	
2141	6S, 97W	NO	2169-022-00-019	Savage Limited Partnership I	PO Box 1926 Rifle CO 81650	
2169	6S, 97W	NO	2169-041-00-951	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2169	6S, 97W	NO	2169-044-00-003	OXY USA WT LP	5 Greenway Plaza, Suite 110, Houston, TX 77046-0506	
2169	6S, 97W	NO	2169-214-00-026	OXY USA Inc.	Attn: Prop Tax Dept., PO Box 27570, Houston, TX 77227-7570	
2169	6S, 97W	NO	2167-362-00-023	Shell Frontier Oil & Gas Inc.	c/o Shell Oil Company, PO Box 4854, Houston, TX 77010	
TOWNSHIP 6 SOUTH, RANGE 98 WEST						
2167	6S, 98W	NO	2139-342-00-009	Colorado Nature Ranch LP	4901 Wineland Road, Suite 650, Orlando, FL 32811	
2167	6S, 98W	NO	2167-014-00-020	Lucas L. Renninger	269 Main Street, Meeker, CO 81641	
2167	6S, 98W	NO	2167-033-00-951	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-044-00-952	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-094-00-953	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-154-00-955	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-222-00-956	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-272-00-958	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-321-00-960	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-334-00-961	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-341-00-963	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-342-00-962	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-343-00-964	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2167	6S, 98W	NO	2167-362-00-023	Shell Frontier Oil & Gas Inc.	c/o Shell Oil Company, PO Box 4854, Houston, TX 77010	
2167	6S, 98W	YES	2413-042-00-003	Erwin P. Knirberger	PO Box 42, De Beque, CO 81630-0042	E1/2SW, SWSE 33-6S-98W not shown on map as part of this parcel and should be
2413	7S, 98W	NO	8029-054-07-000	Opal C. Latham(21.875%), Severed Minerals	PO Box 127, De Beque, CO 81630-0127	
2413	7S, 98W	NO	8029-057-07-000	Pauline E. (Duffy) Latham(21.875%), Severed Minerals	3249 D3/4 Road, Clifton, CO 81520	
2413	7S, 98W	YES	8029-100-07-000	Leslie C. & Juanita L. Davis(.25%), Severed Minerals	12628 N. 55th E., Idaho Falls, ID 83401	New Address
2167	6S, 98W	NO	Not Listed in Assessor's Records	Bureau of Land Management-Severed Minerals in Sections 15	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
THE FOLLOWING ENTRIES IN TOWNSHIP 6 SOUTH, RANGE 98 WEST DO NOT APPEAR ON PREVIOUS REPORT OR MAP						
2167	6S, 98W	YES	8029-030-07-000	Carol Ohmer Collins (5.607%) Severed Minerals (Surface owner 2413-042-00-003)	300 South Ocean Blvd, Apt 3A, Palm Beach, FL 33480-4205	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-052-07-000	TFS Trust (1.121%) Severed Minerals (Surface owner 2413-042-00-003)	535 W. Yellowstone Hwy, Ste. 202, Casper, WY 82601-2446	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-062-07-000	Louis Marx, Jr (5.607%) Severed Minerals (Surface owner 2413-042-00-003)	555 Madison Ave, FL 30, New York, NY 10022-3310	Not shown on previous report or map, assessors records show this ownership

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Transcontinent Oil Company
303-298-8108

**CHEVRON PICEANCE BASIN NATURAL GAS DEVELOPMENT PROGRAM
ADJACENT PROPERTY AND SEVERED MINERAL OWNERS
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Map ID	Township, Range	Updated from last report?	Parcel Number	Name	Address	Notes/ Corrections
2167	6S, 98W	YES	8029-064-07-000	H.C. Mayer, M. Mayer TRS and Kathie Jill Mayer TRS#2 (2.804%) Severed Minerals (Surface owner 2413-042-00-003)	700 Park Ave., Apt. 9C, New York, NY 10021-4930	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-066-07-000	Getty Oil Co., Vendor #1471 (2.804%) Severed Minerals (Surface owner 2413-042-00-003)	C/O Chevron Texaco, P.O. Box 285, Houston, TX 77001	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-079-07-000	Martha S. Miller Family Trust (50%) Severed Minerals (Surface owner 2413-042-00-003)	P.O. Box 8000, PMB 160, Mesquite, NV 89024-8000	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-085-07-000	William C. Prather (5.607%) Severed Minerals (Surface owner 2413-042-00-003)	P.O. Box 130, De Beque, CO 81630-0130	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-089-07-000	TFS Trust (5.607%) Severed Minerals (Surface owner 2413-042-00-003)	P.O. Box 2875, Casper, WY 82602-2875	Not shown on previous report or map, assessors records show this ownership
2167	6S, 98W	YES	8029-199-07-000	TFS Trust (30.8%) Severed Minerals (Surface owner 2413-042-00-003)	P.O. Box 2875, Casper, WY 82602-2875	Not shown on previous report or map, assessors records show this ownership
TOWNSHIP 7 SOUTH, RANGE 97 WEST						
2411	7S, 97W	YES	2411-082-00-011	Savage Limited Partnership I	Attn: John Savage, P.O. Box 1926, Rifle, CO 81650	New Address
2411	7S, 97W	NO	2411-082-00-954	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2411	7S, 97W	YES	2411-342-00-956	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	Corrected Parcel No.
2411	7S, 97W	YES	8029-041-07-000	Frank R. Payne & Wanda M. Heck and Theodore D(Trustee), & Velma J(Trustee), Maydew, Trustees of Revocable Living Trust (25%), Severed Minerals	5450 E. Deer Valley Dr. #4217, Phoenix, AZ 85054	New Address
2411	7S, 97W	YES	8029-041-07-000	Betty Jean Lanford, (25%) Severed Minerals	P.O. Box 111, Holly, CO 81047	Missed Owner on previous report
2411	7S, 97W	YES	8029-033-07-000	John Etcheverry, Estate of 1/18 Severed Minerals under 2411-082-00-011	C/O RONALD ETCHEVERRY, 3095 BUCCANEER CRT, SAN JUAN CAPISTRANO, CA 92675	Added Estate of, New Address
2411	7S, 97W	NO	8029-145-07-000	Raymond Etcheverry 1/18 Severed Minerals under 2411-082-00-011	3102 WEST ALPINE STOCKTON, CA 95204	
2411	7S, 97W	NO	8029-146-07-000	August Etcheverry 1/18 Severed Minerals under 2411-082-00-011	1829 CLEVELAND AVE SAN JOSE, CA 95126-1906	
2411	7S, 97W	YES	8029-147-07-000	Fred Etcheverry 1/18 Severed Minerals under 2411-082-00-011	551 RANCHWOOD LN FERNLEY, NV 89408-4505	Corrected Parcel No. and spelling of owner name
2411	7S, 97W	YES	8029-148-07-000	Jeanne Hill 1/18 Severed Minerals under 2411-082-00-011	1304 LORIMER RD RALEIGH, NC 27606-1945	Corrected Parcel No.
2411	7S, 97W	YES	8029-149-07-000	Adele Etcheverry Rickstrew 1/18 Severed Minerals under 2411-082-00-011	446 KAWAIHAE STREET APT 306 HONOLULU, HI 96825	Corrected spelling of owner name
2411	7S, 97W	YES	8029-150-07-000	Allie Lou Etcheverry 1/18 Severed Minerals under 2411-082-00-011	1234 O RD LOMA, CO 81524	New Owner
2411	7S, 97W	YES	8029-152-07-000	Paul Etcheverry 1/18 Severed Minerals under 2411-082-00-011	2990 PIANO LN NO 11 GRAND JUNCTION, CO 81504	Corrected Parcel No.
2411	7S, 97W	NO	8029-153-07-000	Roland Etcheverry 1/18 Severed Minerals under 2411-082-00-011	540 WEDGE LANE FERNLEY, NV 89408	
TOWNSHIP 7 SOUTH, RANGE 98 WEST						
2413	7S, 98W	NO	2413-092-00-952	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2413	7S, 98W	NO	2413-094-00-004	#15 Enterprises, LLC	1218 Webster St., Houston, TX 77002	
2413	7S, 98W	NO	2413-112-00-951	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	

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**CHEVRON PICEANCE BASIN NATURAL GAS DEVELOPMENT PROGRAM
ADJACENT PROPERTY AND SEVERED MINERAL OWNERS
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Map ID	Township, Range	Updated from last report?	Parcel Number	Name	Address	Notes/ Corrections
2413	7S, 98W	NO	2413-222-00-953	Bureau of Land Management	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2413	7S, 98W	NO	8029-001-07-000	Jack Armstrong(4.17%), Severed Minerals	3474 Hawthorne Dr. W, Carmel, IN 46033-9287	
2413	7S, 98W	NO	8029-002-07-000	Harvey Armstrong(8.33%), Severed Minerals	413 Ingersol Ln, Silt, CO 81652-9571	
2413	7S, 98W	NO	8029-003-07-000	James Louis Armstrong(estate of)(8.33%), Severed Minerals	c/o Mary Armstrong Brown, 472 County Road 3000, Aztec, NM 87410	
2413	7S, 98W	NO	8029-004-07-000	Otto W. Armstrong(8.33%), Severed Minerals	3195 F Road, Trailer 20, Grand Junction, CO 81504-4037	
2413	7S, 98W	NO	8029-005-07-000	Otto W. Armstrong(50%), Severed Minerals	3195 F Road, Trailer 20, Grand Junction, CO 81504-4037	
			8029-036-07-000	Norman W. Flasche(50%), Severed Minerals		
2413	7S, 98W	NO	8029-037-07-000	Norman W. Flasche(50%), Severed Minerals	462 Tusher St. Moab, UT 84532-2820	
2413	7S, 98W	NO	8029-045-07-000	O.R. & Marvie V. Hudson, Severed Minerals	1316 Avenue F, Gothenburg, NE 69138-1736	
2413	7S, 98W	NO	8029-046-07-000	Mark H. & Maureen A. Irwin Trustees of the Irwin Family Trust(25%), Severed Minerals	955 Flagstone Dr. Santa Maria, CA 93455	
2413	7S, 98W	NO	8029-047-07-000	George G. Vaught Jr(50% oil & gas), Severed Minerals	PO Box 13557, Denver, CO 80201	
2413	7S, 98W	NO	8029-048-07-000	Judy Armstrong Johnson(4.17%), Severed Minerals	9307 W 117th St. Overland Park, KS 66210-2802	
2413	7S, 98W	NO	8029-054-07-000	Opal C. Latham(21.875%), Severed Minerals	PO Box 127, De Beque, CO 81630-0127	
2413	7S, 98W	NO	8029-057-07-000	Pauline E. (Duffy) Latham(21.875%), Severed Minerals	3249 D3/4 Road, Clifton, CO 81520	
2413	7S, 98W	NO	8029-059-07-000	Ted E. Lough(25%), Severed Minerals	315 4th St. Glenwood Springs, CO 81601-3036	
2413	7S, 98W	YES	8029-086-07-000 8029-088-07-000	E.C. Roley(31.25% oil & gas), Severed Minerals E.C. Roley(43.75% oil & gas), Severed Minerals	Attn: Stephen E. Roley, PO Box 351, Tuckerman, AZ 72473-0351	New Address
2413	7S, 98W	NO	8029-100-07-000	Leslie C. & Juanita L. Davis(6.25%), Severed Minerals	12628 N 55TH E IDAHO FALLS, ID 83401	
				Howard, Floyd, Ronald Galyean; Laura O'Brien, Betty Rickstrew (20.83%), severede minerals; each owns 4.16% surface 2413-362-00-017(Getty Oil)		
2413	7S, 98W	NO	8029-154-07-000		PO Box 667, Lukeville, AZ 85341-0667	
2413	7S, 98W	NO	8029-155-07-000	Greta Galyean(25%), Severed Minerals	Jay Rickstrew, 1423 E. Spruce Ct., Rifle, CO 81650	
2413	7S, 98W	NO	8029-156-07-000	Millard E. Graham(4.17%), Severed Minerals surface 2413-362-00-017(Getty Oil)	PO Box 1612, Cortez, CO 81312	
			8029-213-07-000	Kenneth Satterfield(2.38%), Severed Minerals		
2413	7S, 98W	NO	8029-226-07-000	Kenneth Satterfield(1.19%), Severed Minerals	PO BOX 1319 GYPSUM, CO 81637	
			8029-214-07-000	Dean Sulzer(7.14%), Severed Minerals		
			8029-224-07-000	Dean Sulzer(3.58%), Severed Minerals		
2413	7S, 98W	NO	8029-215-07-000	Satterfield Family Trust dated 2/5/01 (7.14%), Severed Minerals		
2413	7S, 98W	YES	8029-225-07-000	Satterfield Family Trust dated 2/5/01 (3.58%), Severed Minerals	651 S Road, Mack, CO 81525	New Owner
			8029-216-07-000	Pamela K. Arnold and Crystal K. Harris (7.14%), Severed Minerals		
2413	7S, 98W	YES	8029-222-07-000	Pamela K. Arnold and Crystal K. Harris (3.58%), Severed Minerals	PO Box 1946, Rolla, MO 65402	New Owner
			8029-217-07-000	Neola Gates(7.14%), Severed Minerals		
			8029-223-07-000	Neola Gates(3.58%), Severed Minerals		
2413	7S, 98W	NO	8029-218-07-000	Rhodora Satterfield(7.14%), Severed Minerals	1933 N East Street, Number 14, Guymon, OK 73942	
			8029-227-07-000	Rhodora Satterfield(3.58%), Severed Minerals		
2413	7S, 98W	NO	8029-219-07-000	Joyce Dyer(7.14%), Severed Minerals	2117 Broadway, Grand Junction, CO 81503	
			8029-228-07-000	Joyce Dyer(3.58%), Severed Minerals		
2413	7S, 98W	NO	8029-220-07-000	Vickie Burke(2.38%), Severed Minerals	431 301/2 Road, Grand Junction, CO 81504	
			8029-229-07-000	Vickie Burke(1.19%), Severed Minerals		
2413	7S, 98W	NO	8029-221-07-000	Brenda Esparsen(2.38%), Severed Minerals	PO Box 1319, Gypsum, CO 81637	
2413	7S, 98W	YES	8029-230-07-000	Brenda Esparsen(1.19%), Severed Minerals	PO Box 4321, Eagle, CO 81631-4321	New Address

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Map ID	Township, Range	Updated from last report?	Parcel Number	Name	Address	Notes/ Corrections
TOWNSHIP 8 SOUTH, RANGE 97 WEST						
2445	8S, 97W	NO	2445-072-00-952	Bureau of Land Mangement	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2445	8S, 97W	NO	2445-101-00-951	Bureau of Land Mangement	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
2445	8S, 97W	NO	2445-182-00-953	Bureau of Land Mangement	50629 Highway 6 & 24, Glenwood Springs, CO 81601	
TOWNSHIP 8 SOUTH, RANGE 98 WEST						
2443	8S, 98W	NO	2443-033-00-951	Bureau of Land Management	50629 Highway 6 & 24 Glenwood Springs, CO 81601	
2443	8S, 98W	NO	2443-123-00-004	David Furr	PO Box 186, De Beque, CO 81630	

Lines in Orange denote a change in Record Information

**Section 35, Township 5 South, Range 98 West, 6th P.M.,
Garfield County, Colorado**

Tract 110 and 111

227-603

160265

WARRANTY DEED

This Deed, made this first day of June in the year of our Lord one thousand nine hundred forty-six, between Shale Oil Syndicate, Inc., a Colorado corporation, of the first part, and M. J. Shearer of Rio Blanco, Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, (subject to certain reservations hereinafter defined) and by these presents does hereby grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, (subject to said reservations) all of the following described lots or parcels of land, containing 11,564.89 acres; situate lying and being in the County of Garfield and State of Colorado, reference being made for greater certainty of description to the United States patents bearing Denver, Colorado United States Land Office serial numbers hereinafter set forth to-wit:

\$31.90 I. R. S.
Cancelled

Denver 039702

Olen Beulah, General Joffre No. 1; General Joffre No. 2; General Joffre No. 3, and General Joffre No. 4 oil shale placer mining claims, situate in Garfield County, Colorado, described as follows: The Olen Beulah claim, comprising Tract forty-one in Township six south of Range ninety-eight west of the Sixth Principal Meridian; the General Joffre No. 1 claim comprising Tract forty-two said Township and Range; the General Joffre No. 2 claim comprising Tract one hundred nine in Townships five and six south of said Range ninety-eight west; the General Joffre No. 3 claim comprising Tract one hundred ten, said Township five south; and the General Joffre No. 4 claim comprising Tract one hundred eleven, said Township five south; the premises herein granted, containing seven hundred thirty-eight acres and eighty hundredths of an acre.

Denver 019571

General Joffre No. 5, General Joffre No. 6, General Joffre No. 7, General Joffre No. 8, General Joffre No. 9, General Joffre No. 10, and General Joffre No. 15 all shale placer mining claims, situate in Garfield County, Colorado, described as follows: The General Joffre No. 5 claim comprising Tract one hundred twelve in Township five south of Range ninety-eight west of the Sixth Principal Meridian; the General Joffre No. 6 claim comprising Tract one hundred thirteen, said Township and Range; the General Joffre No. 7 claim comprising Tract ninety-three, said Township and Range; the General Joffre No. 8 claim comprising Tract ninety-two, said Township and Range; the General Joffre No. 9 claim comprising Tract ninety-one, said Township and Range; the General Joffre No. 10 claim comprising Tract ninety, said Township and Range; and the General Joffre No. 15 claim comprising Tract one hundred fourteen, said Township and Range; the premises herein granted, containing one thousand acres.

Denver 018572

The General Joffre No. 11 Oil Shale Placer Mining Claim, The General Joffre No. 12 Oil Shale Placer Mining Claim, the General Joffre No. 13 Oil Shale Placer Mining Claim, The General Joffre No. 14 Oil Shale Placer Mining Claim, The General Pershing No. 1 Oil Shale Placer Mining Claim, The General Pershing No. 2 Oil Shale Placer Mining Claim, The General Pershing No. 7 Oil Shale Placer Mining Claim, The General Pershing No. 8 Oil Shale Placer Mining Claim, The Lucky Strike No. 9 Oil Shale Placer Mining Claim, and The Lucky Strike No. 10 Oil Shale Placer Mining Claim placer mining claims, situate in Garfield County, Colorado, described as follows: The General Joffre No. 11 Oil Shale Placer Mining Claim claim comprising Tract eighty-eight in Township five south of Range ninety-eight west of the Sixth Principal Meridian; The General Joffre No. 12 Oil Shale Placer Mining Claim claim comprising Tract eighty-seven, said Township and Range; the General Joffre No. 13 Oil Shale Placer Mining Claim claim comprising Tract eighty-two, said Township and Range; The General Joffre No. 14 Oil Shale Placer Mining Claim claim comprising Tract eighty-three, said Township and Range; the General Pershing No. 1 Oil Shale Placer Mining Claim claim comprising Tract eighty-four, said Township and Range; The General Pershing No. 2 Oil Shale Placer Mining Claim claim comprising Tract fifty-seven, said Township and Range; The General Pershing No. 7 Oil Shale Placer Mining Claim claim comprising Tract eighty-six, said Township and Range; The General Pershing No. 8 Oil Shale Placer Mining Claim claim comprising Tract eighty-five, said Township and Range; The General Pershing No. 9 Oil Shale Placer Mining Claim claim comprising Tract fifty-two in Township five south of Range ninety-nine west and said Township five south of Range ninety-eight west; The Lucky Strike No. 9 Oil Shale Placer Mining Claim claim comprising Tract eighty, said Township five south of Range ninety-eight west; and The Lucky Strike No. 10 Oil Shale Placer Mining Claim claim comprising Tract eighty-one, said Township five south of Range ninety-eight west; the premises herein granted, containing one thousand seven hundred nineteen acres and ninety-three hundredths of an acre.

Denver 019790

Lucky Strike No. 4 Placer Mining Claim, Lucky Strike No. 5 Placer Mining Claim, Lucky Strike No. 6 Placer Mining Claim, Lucky Strike No. 7 Placer Mining Claim, Lucky Strike No. 8 Placer Mining Claim, Lucky Strike No. 21 Placer Mining Claim, Lucky Strike No. 22 Placer Mining Claim, Lucky Strike No. 23 Placer Mining Claim, Lucky Strike No. 27 Placer Mining Claim, Lucky Strike No. 28 Placer Mining Claim, Lucky Strike No. 29 Placer Mining Claim, Lucky Strike No. 30 Placer Mining Claim, and Lucky Strike No. 32 Placer Mining Claim oil shale placer mining claims, situate in Garfield County, Colorado described as follows: The Lucky Strike No. 4 Placer Mining Claim claim comprising Tract ninety-four of Sections twenty-two, twenty-three, twenty-six, and twenty-seven in Township five south of Range ninety-eight west of the Sixth Principal Meridian; the Lucky Strike No. 5 Placer Mining Claim claim comprising Tract seventy-five of said Sections twenty-two and twenty-seven; the Lucky Strike No. 6 Placer Mining Claim claim comprising Tract seventy-six of said Sections twenty-two and twenty-seven; the Lucky Strike No. 7 Placer Mining Claim claim comprising Tract seventy-seven of Sections fifteen and twenty-two, said Township and Range; the Lucky Strike No. 8 Placer Mining Claim claim comprising Tract seventy-nine of Sections fifteen, sixteen, twenty-one, and twenty-two, said Township and Range; the Lucky Strike No. 21 Placer Mining Claim claim comprising Tract seventy-four of said Sections fifteen and twenty-two; the Lucky Strike No. 22 Placer Mining Claim claim comprising Tract seventy-eight of said Section fifteen; the Lucky Strike No. 23 Placer Mining Claim claim comprising Lot eight of said Section fifteen, Lots two, three and four of said Section twenty-two and Lots one, two and three of said Section twenty-three; the Lucky Strike No. 27 Placer Mining Claim claim comprising Tract sixty-seven of said Sections fifteen and sixteen; the Lucky Strike No. 28 Placer Mining Claim claim comprising Tract sixty-five of Sections nine, ten, fifteen, and sixteen, said Township and Range; the Lucky Strike No. 29 Placer Mining Claim claim comprising Tract sixty-six of said Sections nine and sixteen; the Lucky Strike No. 30 Placer Mining Claim claim comprising Tract sixty-three of said Section nine; and the Lucky Strike No. 32 Placer Mining Claim claim comprising Tract sixty-four of said Sections nine and ten; the premises herein granted, containing one thousand nine hundred forty-nine acres.

Denver 040139

The Good Hope No. 45 Placer Mining Claim and The Good Hope No. 46 Placer Mining Claim oil shale placer mining claims, situate in Garfield County, Colorado, described as follows: The Good Hope No. 45 Placer Mining Claim claim comprising the west half of the southwest quarter of the northeast quarter, the southwest quarter of the northeast quarter, and the Lot three of Section ten in Township One south of Range ninety-eight west of the Sixth Principal Meridian; and the Good Hope No. 46 Placer Mining Claim claim comprising the west half of the northeast quarter of the northeast quarter, the northwest quarter of the northeast quarter, and the Lots one and two of said Section ten; and the Lot two of Section nine, said Township and Range; the premises herein granted, containing one hundred ninety-six acres and thirty hundredths of an acre.

and other grants, bargains, sales, liens, taxes assessments and encumbrances of whatever kind or nature to-wit, excepting the following, to-wit: One lease heretofore given by the party of the first part, for grazing purposes, for the term of one year and expiring January 1, 1947, to Max Osborn of Fruita, Colorado, embracing approximately 2900 acres of said land, and this deed is made subject to said grazing lease; also excepting two certain mineral leases heretofore given by the party of the first part to Pacific Oil Company and appearing of record in Books 213 and 222 at Pages 143 and 21, respectively, of the public records of said Garfield County, and this deed is made subject to said two mineral leases; also excepting taxes assessed against the lands hereby conveyed for the year 1946 to become due and payable on and after January 1, 1947, with taxes, and all subsequent assessments on the lands hereby conveyed, the party of the second part hereby assumes and agrees to pay.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

EXECUTED and delivered by the party of the first part, acting by and through its duly constituted officers thereunto fully authorized and empowered, with the official seal of said corporation hereunto affixed and attested, on the day and year first above written.

Attest:

Mary H. Warren
Secretary.



SHALE OIL SYNDICATE, Inc.,

by D. D. Potter, President.

STATE OF COLORADO,
SS,
City and County of Denver,

The above and foregoing instrument was acknowledged before me this 1st day of June, A. D. 1946, by D. D. Potter, president, and Mary H. Warren, secretary, of Shale Oil Syndicate, Inc., a Colorado corporation.

Witness my hand and official seal. My commission expires May 28 - 1947.

Herbert H. Castle, Notary Public.



FILED FOR RECORD MARCH 24, 1947 AT 3:10 A. M., WALTER J. PROST, RECORDER
CHAS. S. MEEGAN, DEPUTY.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Presence of

M. J. Shearer (SEAL)

STATE OF COLORADO }
COUNTY OF GARFIELD } ss.

The foregoing instrument was acknowledged before me this 4th day of August, 1947 by M. J. Shearer.

Witness by hand and official seal.

My commission expires Oct. 8, 1950.



Ethel Selaney
Notary Public

§11.211 I. R. S. Cancelled.

Filed for record Aug 5, 1947 at 4:30 o'clock P.M.

Walter J. Frost, Recorder
By Chas. S. Keegan, Deputy

W 2
6 1/2

Filed for record May 14, 1964 at 8:35 A. M.
Reception #225501 Chas. S. Keegan, Recorder

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Page 39

SPECIAL
WARRANTY DEED

THIS DEED, Made this 4th day of May in the year of our Lord one thousand nine hundred and sixty-four between D. E. BOSWELL and E. B. BOSWELL of the County of Mesa and State of Colorado, of the first part, and WILLIAM C. PRATHER and HABEL J. PRATHER, of the County of Mesa and State of Colorado, as joint tenants and not as tenants in common, parties of the second part, and THOMAS E. PRATHER and SARAH P. PRATHER, of the County of Mesa and State of Colorado, as joint tenants and not as tenants in common, parties of the third part:

WITNESSETH: That the first parties, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations to first parties in hand paid by second parties and third parties, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey (subject however to certain reservations hereinafter contained) unto second parties, their heirs and assigns forever, not as tenants in common but in joint tenancy, an undivided one-half (1/2) interest, and unto third parties, their heirs and assigns forever, not as tenants in common but in joint tenancy, an undivided one-half (1/2) interest in the following described lots or parcels of land, containing approximately 4,664 acres, situate, lying and being in the County of Garfield and State of Colorado:

The General Haig No. 1 Oil Shale Placer Mining Claim comprising Tract sixty-two in Township five south of Range ninety-nine west of the Sixth Principal Meridian; the General Haig No. 2 Oil Shale Placer Mining Claim comprising Tract fifty-nine; the General Haig No. 3 Oil Shale Placer Mining Claim comprising Tract sixty-one; the General Haig No. 4 Oil Shale Placer Mining Claim

comprising Tract sixty-seven all in Township five south of Range ninety-nine west of the Sixth Principal Meridian; the General Pershing No. 3 Oil Shale Placer Mining Claim comprising Tract fifty-six of Sections seven, eight, seventeen, and eighteen in Township five south of Range ninety-eight west of the Sixth Principal Meridian; the General Pershing No. 4 Placer Mining Claim comprising the south half of the north half of the southeast quarter and the Lots ten, eleven, twelve, and eighteen of said Section seven and the Lots two and seven, the west half of the west half of the southeast quarter of the northeast quarter of the southwest quarter, the southwest quarter of the northeast quarter of the southwest quarter, and the south half of the northwest quarter of the southwest quarter of said Section eight; the General Pershing No. 5 Placer Mining Claim comprising the south half of the south half of the northeast quarter, the north half of the north half of the southeast quarter, and the Lots sixteen and seventeen of said Section seven and the west half of the west half of the southeast quarter of the southeast quarter of the northwest quarter, the southwest quarter of the southeast quarter of the northwest quarter, the south half of the southwest quarter of the northwest quarter, the west half of the west half of the northeast quarter of the northeast quarter of the southwest quarter, the northwest quarter of the northeast quarter of the southwest quarter, and the north half of the northwest quarter of the southwest quarter of said Section eight; the General Pershing No. 6 Placer Mining Claim comprising the Lots six, seven, fourteen, and fifteen and the north half of the south half of the northeast quarter of said Section seven and the west half of the west half of the southeast quarter of the northeast quarter of the northwest quarter, the southwest quarter of the northeast quarter of the northwest quarter, the south half of the northwest quarter of the northwest quarter, the west half of the west half of the northeast quarter of the southeast quarter of the northwest quarter, and the north half of the southwest quarter of the northwest quarter of said Section eight; the General Pershing No. 10 Placer Mining Claim comprising Tract fifty-one of said Sections seven and eighteen and Sections twelve and thirteen in Township five south of Range ninety-nine west of the Sixth Principal Meridian; the General Pershing No. 11 Placer Mining Claim comprising Tract fifty in said Township five south of Ranges ninety-eight and ninety-nine west; the General Pershing No. 16 claim comprising Tract forty-nine of Section seven in Township five south of Range ninety-eight west and Section twelve in Township five south of Range ninety-nine west; and the General Pershing No. 17 claim comprising Tract seventy-one of Section twelve; the General Pershing No. 32 Oil Shale Placer Mining Claim comprising Tract No. seventy-two, in Township five south of Range ninety-nine west of the Sixth Principal Meridian; the General Pershing No. 33 Oil Shale Placer Mining Claim comprising Tract No. seventy-three, said Township and Range; the General Pershing No. 34 Oil Shale Placer Mining Claim comprising Tract No. sixty-eight, said Township and Range; the General Pershing No. 35 Oil Shale Placer Mining Claim comprising Tract No. sixty-six, said Township and Range; the Lucky Strike No. 9 Oil Shale Placer Mining Claim comprising Tract eighty, said Township five south of Range ninety-eight west of the Sixth Principal Meridian; the Glen Beulah Placer

Mining Claim comprising tract forty-one in Township six south of Range ninety-eight west of the Sixth Principal Meridian; the General Joffre No. 3 Placer Mining Claim comprising Tract one hundred ten, said Township five south of Range ninety-eight west of the Sixth Principal Meridian; the General Joffre No. 4 Placer Mining Claim comprising Tract one hundred eleven, said Township five south of Range ninety-eight west of the Sixth Principal Meridian.

There is also hereby conveyed those parts of the following described placer mining claims situate below the escarpment as said term is defined in describing the oil shale formations in the area where said claims are located, (it being understood that only the parts of the following described claims which are below the said escarpment are conveyed) to-wit:

A part of the General Joffre No. 2 Oil Shale Placer Mining Claim comprising Tract one hundred nine in Townships five and six south of Range ninety-eight west of the Sixth Principal Meridian; a part of the General Joffre No. 5 Placer Mining Claim comprising Tract one hundred twelve in Township five south of Range ninety-eight west of the Sixth Principal Meridian; a part of the General Joffre No. 6 Placer Mining Claim comprising Tract one hundred thirteen said Township and Range; a part of the General Joffre No. 7 Placer Mining Claim comprising Tract ninety-three, said Township and Range; a part of the General Joffre No. 8 Placer Mining Claim comprising Tract ninety-two, said Township and Range; a part of the General Joffre Placer Mining Claim No. 9 comprising Tract ninety-one said Township and Range; a part of the General Joffre No. 10 Placer Mining Claim comprising Tract ninety, said Township and Range; a part of the General Joffre No. 11 Placer Mining Claim comprising Tract eighty-eight in Township five south of Range ninety-eight west of the Sixth Principal Meridian; a part of the General Joffre No. 12 Oil Shale Placer Mining Claim comprising Tract eighty-seven said Township and Range; a part of the General Joffre No. 13 Oil Shale Placer Mining Claim comprising Tract eighty-two, said Township and Range; a part of the General Joffre No. 14 Oil Shale Placer Mining Claim comprising Tract eighty-three, said Township and Range; a part of the Lucky Strike No. 4 Oil Shale Placer Mining Claim comprising Tract ninety-four of Sections twenty-two, twenty-three, twenty-six and twenty-seven in Township five south of Range ninety-eight west of the Sixth Principal Meridian; a part of the Lucky Strike No. 5 Placer Mining Claim comprising Tract seventy-five of said Sections twenty-two and twenty-seven; a part of the Lucky Strike No. 6 Placer Mining Claim comprising Tract seventy-six of said Sections twenty-two and twenty-seven; a part of the Lucky Strike No. 7 Placer Mining Claim comprising Tract seventy-seven of Sections fifteen and twenty-two, said Township and Range; a part of the Lucky Strike No. 8 Placer Mining Claim comprising Tract seventy-nine of Sections fifteen, sixteen, twenty-one and twenty-two; said Township and Range; a part of the Lucky Strike No. 10 Oil Shale Placer Mining Claim comprising Tract eighty-one, said Township five south of Range ninety-eight west; a part of the Lucky Strike No. 11 Placer Mining Claim comprising Tract sixty-two of Sections nine and sixteen in Township five south of Range ninety-eight west of the Sixth Principal Meridian; a part of the Lucky Strike No. 12 Placer Mining

last mentioned deed and this conveyance is also subject to the terms and conditions and provisions of that certain agreement between the parties last mentioned, dated June 1, 1946 and recorded as Document No. 160264 in Book 222 at Page 602 in the office of the County Clerk and Recorder of Garfield County, Colorado. It is understood and agreed that said lands are covered by two certain leases recorded in Book 218 at Page 143 and Book 222 at Page 21 of said records.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest in said premises above bargained and described, unto the said second parties, their heirs and assigns forever, and an undivided one-half (1/2) interest in said premises above bargained and described unto the parties of third part, their heirs and assigns forever, subject however to the reservations herein contained. And the said parties of the first part for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said second parties and third parties, their heirs and assigns, the above bargained premises in the quiet and peaceable possession of the said second parties and third parties, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under the said first parties to Warrant and Forever Defend.

This conveyance is made subject to mineral leases heretofore executed by Shale Oil Syndicate, Inc. to Pacific Oil Company and appearing of record in Books 218 and 222 at Page 143 and 21 respectively of the records of Garfield County, Colorado and the

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provisions and obligations of an agreement recorded in Book 222 at Page 625 of said records and also subject to the reservations and exceptions contained in said deed, recorded in Book 222 at Page 603 as hereinabove described; also excepting the taxes assessed against said lands for the year 1964, becoming due in 1965, which taxes and all subsequent assessments on the lands hereby conveyed are to be paid by second parties herein.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

D. B. Brownell (SEAL)

E. B. Brownell (SEAL)

STATE OF COLORADO }
COUNTY OF HERRING } ss

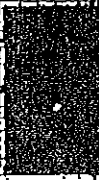
The foregoing instrument was acknowledged before me this 8th day of May, 1964.

Witness my hand and official seal.

James M. Hill
Notary Public.

My commission expires:

March 4, 1967



W.D. H.H. [unclear] C

435-448

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Page 448

Recorded at 8:30 A.M. September 21, 1972
Reception No. 255548 Ella Stephens,
Recorder.

SEP 21 1972

WARRANTY DEED

WILLIAM C. PRATHER and MABEL J. PRATHER, as joint tenants to an undivided 1/4 interest and THOMAS E. PRATHER and SARAH P. PRATHER, as joint tenants to an undivided 1/4 interest, of the County of Mesa, State of Colorado, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, hereby sell and convey to GERALD R. JOHNSON of the County of Mesa, and State of Colorado the following real property in the County of Garfield, and State of Colorado, to-wit:

The General Hsig No. 1 Oil Shale Placer Mining Claim comprising Tract 62 in Township 5 South, Range 99 West of the 6th P.M.; the General Hsig No. 2 Oil Shale Placer Mining Claim comprising Tract 59; the General Hsig No. 3 Oil Shale Placer Mining Claim comprising Tract 61; the General Hsig No. 4 Oil Shale Placer Mining Claim comprising Tract 67 all in Township 5 South, Range 99 West of the 6th P.M.; the General Pershing No. 3 Oil Shale Placer Mining Claim comprising Tract 36 of Sections 7, 8, 17 and 18 in Township 5 South of Range 98 West of the 6th P.M.; the General Pershing No. 4 Placer Mining Claim comprising the SH4YSE4 and Lots 10, 11, 12 and 13 of said Section 7 and the Lots 2 and 7, the W4W4SE4NE4SW4, the SW4NE4SW4, and the SW4NE4SW4 of said Section 8; the General Pershing No. 5 Placer Mining Claim comprising the SW4NE4, NE4NE4SE4, and the Lots 16 and 17 of said Section 7 and the W4W4SE4NE4SW4, the SW4NE4SW4, SW4NE4SW4, W4W4NE4NE4SW4, the NE4NE4SW4, the NE4NE4SW4 of said Section 8; the General Pershing No. 6 Placer Mining Claim comprising the Lots 6, 7, 14 and 15 and the NE4NE4 of said Section 7 and the W4W4SE4NE4SW4, the SW4NE4SW4, the SW4NE4SW4, the W4W4NE4SE4SW4, the NE4NE4SW4, the SW4NE4SW4 of said Section 8; the General Pershing No. 10 Placer Mining Claim comprising Tract 51 of said Sections 7 and 18 and sections 12 and 13 in Township 5 South of Range 99 West of the 6th P.M.; the General Pershing No. 11 Placer Mining Claim comprising Tract 50 in said Township 5 South of Ranges 98 and 99 West; the General Pershing No. 16 claim comprising Tract 49 of Section 7 in Township 5 South of Range 98 West and Section 12 in Township 5 South of Range 99 West; and the General Pershing No. 17 claim comprising Tract 71 of Section 12; the General Pershing No. 32 Oil Shale Placer Mining Claims comprising Tract No. 72, in Township 5 South of Range 99 West of the 6th P.M.; the General Pershing No. 13 Oil Shale Placer Mining Claim comprising Tract No. 71, said Township and Range; the General Pershing No. 34 Oil Shale Placer Mining Claim comprising Tract No. 68, said Township and Range; the General Pershing No. 15 Oil Shale Placer Mining Claim comprising Tract No. 66, said Township and Range; the Lucky strike No. 9 Oil Shale Placer Mining Claim comprising Tract 80, said Township 5 South of Range 98 West of the 6th P.M.; the Glen Sculah Placer Mining Claim comprising Tract 41 in Township 6 South of Range 98 West of the 6th P.M.; the General Joffre No. 3 Placer Mining Claim comprising Tract 110, said Township 5 South, Range 98 West of the 6th P.M.; the General Joffre No. 4 Placer Mining Claim comprising Tract 111, said Township 5 South of Range 98 West of the 6th P.M.

There is also hereby conveyed those parts of the following described placer mining claims situate below the escarpment as said term is defined in describing the oil shale formations in the area where said claims are located, it being understood that only the parts of the following described claims which are below the said escarpment are conveyed to-wit:

A part of the General Joffre No. 2 Oil Shale Placer Mining Claim comprising Tract 109 in Townships 5 and 6 South of Range 98 West of the 6th P.M.; a part of the General Joffre No. 5 Placer Mining Claim comprising Tract 117 in Township 5 South of Range 98 West of the 6th P.M.; a part of the General Joffre No. 6 Placer Mining Claim comprising Tract 111 said Township and Range; a part of the General Joffre No. 7 Placer Mining Claim comprising Tract 93, said Township and Range; a part of the General Joffre No. 8 Placer Mining Claim comprising Tract 92, said Township and Range; a part of the General Joffre Placer Mining Claim No. 9 comprising Tract 91 said Township and Range; a part of the General Joffre No. 10 Placer Mining Claim comprising Tract 90, said Township and Range; a part of the General Joffre No. 11 Placer Mining Claim comprising Tract 88 in Township 5 South of Range 98 West of the 6th P.M.; a part of the General Joffre No. 12 Oil Shale Placer Mining Claim comprising Tract 87 said Township and Range; a part of the General Joffre No. 11 Oil Shale Placer Mining Claim comprising Tract 82, said Township and Range; a part of the General Joffre No. 14 Oil Shale Placer Mining Claim comprising Tract 83, said Township and Range; a part of the Lucky Strike No. 4 Oil Shale Placer Mining Claim comprising Tract 94 of Sections 22, 23, 26 and 27 in Township 5 South of Range 98 West of the 6th P.M.; a part of the Lucky Strike No. 5 Placer Mining Claim comprising Tract 75 of said Sections 22 and 27; a part of the Lucky Strike No. 6 Placer Mining Claim comprising Tract 76 of said Sections 22 and 27; a part of the Lucky Strike No. 7 Placer Mining Claim comprising Tract 77 of Sections 15 and 22, said Township and Range; a part of the Lucky Strike No. 8 Placer Mining Claim comprising Tract 79 of Sections 15, 16, 21 and 22, said Township and Range; a part of the Lucky Strike No. 10 Oil Shale Placer Mining Claim comprising Tract 81, said Township 5 South of Range 98 West; a part of the Lucky Strike No. 11 Placer Mining Claim comprising Tract 62 of Sections 9 and 16 in Township 5 South of Range 98 West of the 6th P.M.; a part of the Lucky Strike No. 12 Placer Mining Claim comprising Tract 60 of said Sections 8, 9, 16 and 17 in said Township and Range; a part of the Lucky Strike No. 13 Placer Mining Claim comprising the Lots 1, 4 and 5, the E4SEK5W4NE4, the E4W4SE4SW4NE4, the E4E4W4SE4, and the E4W4E4W4SE4 of said Section 8 and the Lots 1, 4, 5 and 6 of said Section 17 in said Township and Range; a part of the Lucky Strike No. 14 Placer Mining Claim comprising the W4W4SE4NW4NE4, the SW4NW4NE4, the W4W4E4SW4NE4, the W4SW4NE4, the W4W4E4W4SE4, the W4W4SE4, the E4SEK5W4NE4, the E4W4SE4NE4NW4, the E4E4SE4NW4, the E4W4E4SE4NW4, the E4E4NE4SW4, the E4W4E4NE4SW4 and the Lot 8 of said Section 8 and the Lots 3 and 7 of said Section 17; a part of the General Pershing No. 1 Oil Shale Placer Mining Claim comprising Tract 84 in Township 5 South of Range 98 West of the 6th P.M.; a part of the General Pershing No. 2 Oil Shale Placer Mining Claim comprising Tract 57, said Township and Range.

The part of the claims above described hereby conveyed are those parts situate under the encampment as aforesaid.
TOGETHER WITH all water and water rights, ditches and ditch rights appurtenant thereto.
with all its appurtenances, and warrant title to the same.

subject to ~~(1) 1972 taxes and assessments; (2) prior reservations as contained in deed from Oil Shale Syndicate, Inc., a Colorado corporation in deed recorded March 24, 1947 in Book 222 at Page 603 of all oil shale, oil and gas, coal and all other mineral and mineral deposits, lying within and beneath the surface of herein described lands, with all and singular the rights, interest, privileges, easements, and appurtenances incident to the use and operation of said lands; (3) terms, conditions and provisions of Agreement between Shale Oil Syndicate, Inc., and M. J. Shoarer, dated June 1, 1946 and recorded March 24, 1947 in Book 222 at Page 602; (4) terms, conditions and provisions of Agreement between Shale Oil Syndicate, Inc., and M. J. Shearer, dated June 1, 1946 and recorded March 28, 1947 in Book 222 at Page 625; (5) all reservations and restrictions contained in patents from the United States of America; (6) terms, conditions, and provisions of the Agreement and reservation of the right of way for the trailing of Livestock dated August 4, 1947 and recorded September 2, 1947 in Book 227 at Page 338, between M. J. Shearer and Love Land and Livestock Company; (7) all easements and rights of way visible and of record for ditches and ditch rights, reservoirs and reservoir rights, roads and power lines and other utilities.~~

Signed this 15th day of September, 1972.

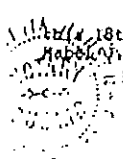
William C. Prather
William C. Prather

Mabel J. Prather
Mabel J. Prather

Thomas E. Prather
Thomas E. Prather

Sarah P. Prather
Sarah P. Prather

STATE OF COLORADO)
) ss.
COUNTY OF MESA)



The foregoing instrument was acknowledged before me
on the 18th day of September, 1972 by William C. Prather and
Mabel J. Prather and Thomas E. Prather and Sarah P. Prather.

My commission expires: June 2, 1975.

Witness my hand and official seal.

Frederick J. Prather
Notary Public

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11

445-360

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Page 360

Recorded at 10:27 A.M. June 7, 1973
Deputy M. J. 28652 Ella-Stephens, Recorder
JUN 7 1973

49.50

WARRANTY DEED

THIS DEED, made this 1st day of June, 1973, between GERALD R. JOHNSON, of the County of Weld, State of Colorado, of the first part, and REAGAN C. HELM and JOSEPH R. HARTT, as equal tenants in common and not as joint tenants, both of the County of Harris, State of Texas, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Thousand Dollars to the said party of the first part in hand paid by the parties of the second part, for other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the second part, their heirs and assigns forever, all of the following described real property, situate, lying and being in the County of Garfield, State of Colorado, to-wit:

The General Haig No. 1 Oil Shale Placer Mining Claim comprising Tract 62, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 2, Oil Shale Placer Mining Claim comprising Tract 59, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 3 Oil Shale Placer Mining Claim comprising Tract 61, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 4 Oil Shale Placer Mining Claim comprising Tract 67, Township 5 South, Range 99 West, 6th P.M.

The General Pershing No. 3 Placer Mining Claim comprising ~~Tract 56, of Sections 7, 8, 17 and 18, Township 5 South, Range 99 West, 6th P.M. -~~

The General Pershing No. 4 Placer Mining Claim comprising
S1/2 N1/2 SE1/4
Lot 10, 11, 12, and 18 of Section 7,
Lots 2 and 7,
W1/2 W1/2 SE1/4 NE1/4 SW1/4
SW1/4 NE1/4 SW1/4
S1/2 NW1/4 SW1/4 of Section 8.

The General Pershing No. 5 Placer Mining Claim comprising
S1/2 S1/2 NE1/4
N1/2 N1/2 SE1/4,
Lots 16 and 17 of Section 7.
W1/2 W1/2 SE1/4 NE1/4 NW1/4,
SW1/4 SE1/4 NW1/4,
S1/2 SW1/4 NW1/4,
W1/2 W1/2 NE1/4 NE1/4 SW1/4,
NW1/4 NE1/4 SW1/4,
N1/2 NW1/4 SW1/4 of Section 8.

The General Pershing No. 6 Placer Mining Claim comprising
Lots 6, 7, 14 and 15
N1/2 S1/2 NE1/4 of Section 7.
W1/2 W1/2 SE1/4 NE1/4 NW1/4,
SW1/4 NE1/4 NW1/4,
S1/2 NW1/4 NW1/4,
W1/2 W1/2 NE1/4 SE1/4 NW1/4,
NW1/4 SE1/4 SW1/4,
N1/2 SW1/4 NW1/4 of Section 8.

The General Pershing No. 10 Placer Mining Claim comprising Tract 51, of Section 7 and 18, Township 5 South Range 98 West, 6th P.M. Sections 12 and 13, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 11 Placer Mining Claim comprising Tract 50, Township 5 South, Range 98 West, and Township 5 South, Range 99 West, 6th P.M.

The General Pershing No. 16 Oil Shale Placer Mining Claim comprising Tract 49, of Section 7, Township 5 South Range 98 West and Section 12, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 17 Oil Shale Placer Mining Claim comprising Tract 71, of Section 12, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 22 Oil Shale Placer Mining Claim comprising Tract No. 72, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 33 Oil Shale Placer Mining Claim comprising Tract No. 73, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 34 Oil Shale Placer Mining Claim comprising Tract 68, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 35 Oil Shale Placer Mining Claim comprising Tract 66, Township 5 South Range 99 West, 6th P.M.

The Lucky Strike No. 9 Oil Shale Placer Mining Claim comprising Tract 80, Township 5 South Range 98 West, 6th P.M.

The Glen Boulah Oil Shale Placer Mining Claim comprising Tract 41, Township 6 South Range 98 West, 6th P.M.

The General Joffre No. 1 Oil Shale Placer Mining Claim comprising Tract 110, Township 5 South Range 98 West, 6th P.M.

The General Joffre No. 4 Oil Shale Placer Mining Claim comprising Tract 111, Township 5 South, Range 98 West, 6th P.M.

ALSO, those parts of the following described placer mining claims situate below the escarpment as said term is defined in describing the oil shale formations in the area where said claims are located, (it being understood that only the parts of the following described claims which are below the said escarpment are included) to-wit:

A part of the General Joffre No. 2 Oil Shale Placer Mining Claim comprising Tract 109, Township 5 South, Range 98 West and Township 6 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 5 Oil Shale Placer Mining Claim comprising Tract 112, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 6 Oil Shale Placer Mining Claim comprising Tract 113, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 7 Oil Shale Placer Mining Claim comprising Tract 93, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 8 Oil Shale Placer Mining Claim comprising Tract 92, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 9 Oil Shale Placer Mining Claim comprising Tract 91, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 10 Oil Shale Placer Mining Claim comprising Tract 90, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 11 Oil Shale Placer Mining Claim comprising Tract 88, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 12 Oil Shale Placer Mining Claim comprising Tract 87, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 13 Oil Shale Placer Mining Claim comprising Tract 82, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 14 Oil Shale Placer Mining Claim comprising Tract 83, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 4 Placer Mining Claim comprising Tract 94, of Sections 22, 23, 26 and 27, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 5 Placer Mining Claim comprising Tract 75, of Sections 22 and 27, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 6 Placer Mining Claim comprising Tract 76, Sections 22 and 27, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 7 Placer Mining Claim comprising Tract 77, of Sections 15 and 22, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 8 Placer Mining Claim comprising Tract 79, of Sections 15, 16, 21 and 22, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 10 Oil Shale Placer Mining Claim comprising Tract 81, Township 5 South, Range 98 West.

A part of the Lucky Strike No. 11 Placer Mining Claim comprising Tract 62, of Sections 9 and 16, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 12 Placer Mining Claim comprising Tract 50, of Sections 8, 9, 16 and 17, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 13 Placer Mining Claim comprising
Lots 1, 4 and 6,
E1/2 SE1/4 SW1/4 NW1/4,
E1/2 W1/2 SE1/4 SW1/4 NE1/4,
E1/2 E1/2 W1/2 SE1/4,
E1/2 W1/2 E1/2 W1/2 SE1/4 of Section 8,
Lots 1, 4, 5, and 6 of Section 17, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 14 Placer Mining Claim comprising
W1/2 W1/2 SE1/4 NW1/4 NE1/4,
SW1/4 NW1/4 NE1/4,
W1/2 W1/2 E1/2 SW1/4 NE1/4,
W1/2 SW1/4 NE1/4,
W1/2 W1/2 E1/2 W1/2 SE1/4,
W1/2 W1/2 SE1/4,
E1/2 SE1/4 NE1/4 NW1/4,
E1/2 W1/2 SE1/4 NE1/4 NW1/4,
E1/2 E1/2 SE1/4 NW1/4,
E1/2 W1/2 E1/2 SE1/4 NW1/4,
E1/2 E1/2 NE1/4 SW1/4,
E1/2 W1/2 E1/2 NE1/4 SW1/4, and Lot 8 of Section 8,
Lots 3 and 7 of Section 17, Township 5 South, Range 98 West, 6th P.M.

A part of the General Parshing No. 1 Oil Shale Placer Mining Claim comprising Tract 84, Township 5 South, Range 98 West, 6th P.M.

A part of the General Parshing No. 2 Oil Shale Placer Mining Claim comprising Tract 57, Township 5 South, Range 98 West, 6th P.M.

GARFIELD COUNTY, COLORADO.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, including any water, water rights, ditches or ditch rights, reservoir rights of the party of the first part appurtenant to the said property, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

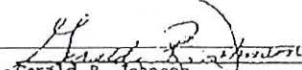
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, tax s, assessments and encumbrances of whatever kind or nature soever, except that this conveyance is made sub-

Book 445
Page 364

ject to the reservations and exceptions set forth and contained in that certain Warranty Deed dated June 1, 1946, from Shale Oil Syndicate, Inc., as grantor, to M. J. Shearer, as grantee, recorded as Document No. 160265, in Book 222 at Page 603 in the records of the Clerk and Recorder of Garfield County, Colorado; subject to the terms and conditions of those certain agreements between Shale Oil Syndicate, Inc., and M. J. Shearer, both dated June 1, 1946, the first recorded in Book 222 at Page 602 and the second recorded in Book 222 at Page 625 in the records of the Clerk and Recorder of Garfield County, Colorado; subject to the restrictions contained in the various patents to said real property as the same are recorded in the records of the Clerk and Recorder of Garfield County, Colorado; subject to the perpetual right to trail cattle and horses through Clear Creek Canyon and across the said lands, as said right is set forth in the Agreement recorded in Book 227 at Page 388 of the records of the Clerk and Recorder of Garfield County, Colorado; and subject to the Deed of Trust from Gerald R. Johnson to the Public Trustee of Garfield County, Colorado, for the use of William C. Prather and Mahel J. Prather, Thomas E. Prather and Sarah P. Prather to secure \$183,238.61, as more fully set forth in Book 435 at Pages 451 through 454 of the records of the Clerk and Recorder of Garfield County, Colorado.

And the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

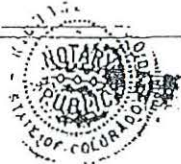

Gerald R. Johnson

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this 1st day of June, 1973, by Gerald R. Johnson.

WITNESS my hand and official seal.

My Commission expires: MARCH 11, 1974




Notary Public

This Deed, Made this 10th day of April, 1975
between
ALEXANDER & BALDWIN, INC.

RECORDER'S STAMP

APR 21 1975

STATE RECORDS DEPT. FILE

85.00

a corporation duly organized and existing under and by virtue of the laws of the State of Hawaii of the first part, and CHEVRON STATIONS, INC.

a corporation duly organized and existing under and by virtue of the laws of the state of Delaware of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eight Hundred Fifty Thousand and No/100 DOLLARS to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Receipt No. 27164

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the profits and accretions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said

party of the first part, for itself, its successors and assigns, hath covenanted, granted, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the entering and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever; except taxes and assessments for the year 1975 and subsequent years; subject to reservations, restrictions and agreements of record.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim, the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its VICE president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

Attest: R. S. Waterman, Secretary of ALEXANDER & BALDWIN, INC. By: [Signature] VICE President

STATE OF COLORADO, County of [Blank] City and [Blank] The foregoing instrument was acknowledged before me this 10th day of April 1975 by R. K. SASAKI, H. D. WATERMAN, VICO President and Secretary of



ALEXANDER & BALDWIN, INC. a corporation. My notarial commission expires 10/31/76. Witness my hand and official seal. [Signature] Notary Public.

No. _____

WARRANTY DEED

TO _____

STATE OF COLORADO

County of _____

I hereby certify that this instrument was

filed for record in my office this _____ day of _____

at _____ o'clock _____ M., and duly recorded

in _____ Page _____

Film No. _____ Receipt No. _____

By _____

Deputy

Fee \$ _____

*Recorded in 7766 Deanna Co. 117
P.C. 107 925
Delivered to _____, Esq. 5/16/01*

LEGAL DESCRIPTION:

EXHIBIT "A"

ENC: 472 PAGE 356

The General Haig No. 1 Oil Shale Placer Mining Claim comprising Tract 62, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 2, Oil Shale Placer Mining Claim comprising Tract 59, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 3 Oil Shale Placer Mining Claim comprising Tract 61, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 4 Oil Shale Placer Mining Claim comprising Tract 67, Township 5 South, Range 99 West, 6th P.M.

The General Pershing No. 3 Placer Mining Claim comprising Tract 56, of Sections 7, 8, 17 and 18, Township 5 South, Range 98 West, 6th P.M.

The General Pershing No. 4 Placer Mining Claim comprising
S1/2 N1/2 SE1/4
Lot 10, 11, 12, and 18 of Section 7,
Lots 2 and 7,
W1/2 W1/2 SE1/4 NE1/4 SW1/4
SW1/4 NE1/4 SW1/4
S1/2 NW1/4 SW1/4 of Section 8.

The General Pershing No. 5 Placer Mining Claim comprising
S1/2 S1/2 NE1/4
N1/2 N1/2 SE1/4,
Lots 16 and 17 of Section 7.
W1/2 W1/2 SE1/4 SE1/4 NW1/4,
SW1/4 SE1/4 NW1/4,
S1/2 SW1/4 NW1/4,
W1/2 W1/2 NE1/4 NE1/4 SW1/4,
NW1/4 NE1/4 SW1/4,
N1/2 NW1/4 SW1/4 of Section 8.

The General Pershing No. 6 Placer Mining Claim comprising
Lots 6, 7, 14 and 15
N1/2 S1/2 NE1/4 of Section 7.
W1/2 W1/2 SE1/4 NE1/4 NW1/4,
SW1/4 NE1/4 NW1/4,
S1/2 NW1/4 NW1/4,
W1/2 W1/2 NE1/4 SE1/4 NW1/4,
NW1/4 SE1/4 NW1/4,
N1/2 SW1/4 NW1/4 of Section 8.

The General Pershing No. 10 Placer Mining Claim comprising Tract 51, of Section 7 and 10, Township 5 South Range 98 West, 6th P.M.
Sections 12 and 13, Township 5 South Range 99 West, 6th P.M.

EXHIBIT "A"
ATTACHED TO AND MADE A PART
OF THAT CERTAIN DEED DATED APRIL 10, 1975
FROM ALEXANDER & MALDWIN, INC., TO CHEVRON STATIONS, INC.

LEGAL DESCRIPTION CONTINUED:

0304/2 100 337

The General Pershing No. 11 Placer Mining Claim comprising Tract 50, Township 5 South, Range 98 West, and Township 5 South, Range 99 West, 6th P.M.

The General Pershing No. 16 Oil Shale Placer Mining Claim comprising Tract 49, of Section 7, Township 5 South Range 98 West and Section 12, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 17 Oil Shale Placer Mining Claim comprising Tract 71, of Section 12, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 32 Oil Shale Placer Mining Claim comprising Tract No. 72, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 33 Oil Shale Placer Mining Claim comprising Tract No. 73, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 34 Oil Shale Placer Mining Claim comprising Tract 68, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 35 Oil Shale Placer Mining Claim comprising Tract 66, Township 5 South Range 99 West, 6th P.M.

The Lucky Strike No. 9 Oil Shale Placer Mining Claim comprising Tract 80, Township 5 South Range 98 West, 6th P.M.

The Glen Haulah Oil Shale Placer Mining Claim comprising Tract 41, Township 6 South Range 98 West, 6th P.M.

The General Joffre No. 3 Oil Shale Placer Mining Claim comprising Tract 110, Township 5 South Range 98 West, 6th P.M.

The General Joffre No. 4 Oil Shale Placer Mining Claim comprising Tract 111, Township 5 South, Range 98 West, 6th P.M.

EXHIBIT "A"
ATTACHED TO AND MADE A PART
OF THAT CERTAIN DEED DATED APRIL 10, 1975
FROM ALEXANDER & WALDWIN, INC. TO CHEVRON STATIONS, INC.

LEGAL DESCRIPTION CONTINUED:

472 350
ALSO, those parts of the following described placer mining claims situate below the escarpment as said term is defined in describing the oil shale formations in the area where said claims are located, (it being understood that only the parts of the following described claims which are below the said escarpment are included) to-wit:

A part of the General Joffre No. 2 Oil Shale Placer Mining Claim comprising Tract 109, Township 5 South, Range 98 West and Township 6 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 5 Oil Shale Placer Mining Claim comprising Tract 112, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 6 Oil Shale Placer Mining Claim comprising Tract 113, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 7 Oil Shale Placer Mining Claim comprising Tract 93, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 8 Oil Shale Placer Mining Claim comprising Tract 92, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 9 Oil Shale Placer Mining Claim comprising Tract 91, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 10 Oil Shale Placer Mining Claim comprising Tract 90, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 11 Oil Shale Placer Mining Claim comprising Tract 88, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 12 Oil Shale Placer Mining Claim comprising Tract 87, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 13 Oil Shale Placer Mining Claim comprising Tract 82, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 14 Oil Shale Placer Mining Claim comprising Tract 83, Township 5 South, Range 98 West, 6th P.M.

EXHIBIT "A"
ATTACHED TO AND MADE A PART
OF THAT CERTAIN DEED DATED APRIL 10, 1975
FROM ALEXANDER & BALDWIN, INC. TO CHEVRON STATIONS, INC.

A part of the Lucky Strike No. 4 Placer Mining Claim comprising Tract 94, of Sections 22, 23, 26 and 27, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 5 Placer Mining Claim comprising Tract 75, of Sections 22 and 27, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 6 Placer Mining Claim comprising Tract 76, Sections 22 and 27, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 7 Placer Mining Claim comprising Tract 77, of Sections 15 and 22, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 8 Placer Mining Claim comprising Tract 79, of Sections 15, 16, 21 and 22, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 10 Oil Shale Placer Mining Claim comprising Tract 81, Township 5 South, Range 98 West.

A part of the Lucky Strike No. 11 Placer Mining Claim comprising Tract 62, of Sections 9 and 16, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 12 Placer Mining Claim comprising Tract 60, of Sections 8, 9, 16 and 17, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 13 Placer Mining Claim comprising Lots 1, 4 and 6, E1/2 SE1/4 SW1/4 NE1/4, E1/2 W1/2 SE1/4 SW1/4 NE1/4, E1/2 E1/2 W1/2 SE1/4, E1/2 W1/2 E1/2 W1/2 SE1/4 of Section 8, Lots 1, 4, 5, and 6 of Section 17, Township 5 South, Range 98 West, 6th P.M.

EXHIBIT "A"
ATTACHED TO AND MADE A PART
OF THAT CERTAIN DEED DATED APRIL 10, 1975
FROM ALEXANDER & BAIRDWIN, INC. TO CHEVRON STATIONS, INC.

LEGAL DESCRIPTION CONTAINED:

BOOK 472 PAGE 351

A part of the Lucky Strike No. 14 Placer Mining Claim comprising
W1/2 W1/2 SE1/4 NW1/4 NE1/4,
SW1/4 NW1/4 NE1/4,
W1/2 W1/2 E1/2 SW1/4 NE1/4,
W1/2 SW1/4 NE1/4,
W1/2 W1/2 E1/2 W1/2 SE1/4,
W1/2 W1/2 SE1/4,
E1/2 SE1/4 NE1/4 NW1/4,
E1/2 W1/2 SE1/4 NE1/4 NW1/4,
E1/2 E1/2 SE1/4 NW1/4,
E1/2 W1/2 E1/2 SE1/4 NW1/4,
E1/2 E1/2 NE1/4 SW1/4,
E1/2 W1/2 E1/2 NE1/4 SW1/4, and Lot 8 of Section 8.
Lots 3 and 7 of Section 17, Township 5 South, Range 98 West, 6th P.M.

A part of the General Pershing No. 1 Oil Shale Placer Mining
Claim comprising
Tract 84, Township 5 South, Range 98 West, 6th P.M.

A part of the General Pershing No. 2 Oil Shale Placer Mining
Claim comprising
Tract 57, Township 5 South, Range 98 West, 6th P.M.

GARFIELD COUNTY, COLORADO.

EXHIBIT "A"
ATTACHED TO AND MAKES A PART
OF THAT CERTAIN DEED DATED APRIL 10, 1975
FROM ALEXANDER & BALDWIN, INC. TO CHEVRON STATIONS, INC.

267161
FBI

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
FILE NO. 267161
DATE FILED
FEB 21 1975
FBI - SAN DIEGO

Colombia West Title Insurance Co.
P.O. Box 925
Escondido Springs, Co.
81601

LIS 910470

BOOK 858 PAGE 942

RECORDED 12:50 P.M. APR 7 1993
REC # 446060 MILDRED ALSDORF, COUNTY CLERK

QUITCLAIM DEED

APR 7 1993

GARFIELD
State Doc. Fee

\$ exp.

Know All Men by These Presents:

That, Chevron Stations, Inc., whose street address is 225 Bush St., San Francisco, CA 94104, for the consideration of Ten Dollars (\$10.00), in hand paid, hereby sells and quit-claims to Chevron Shale Oil Company, whose street address is 6400 S. Fiddler's Green Circle, Englewood, CO 80111, the following real property in the County of Garfield, State of Colorado, to wit:

See Exhibit "A" attached hereto & made a part hereof

with all appurtenances, subject to all reservations, restrictions and agreements of record.

Signed this 18th day of March, 1993, but effective as of the 1st day of January, 1986.

CHEVRON STATIONS, INC.

J.P. Walker
VICE-PRESIDENT

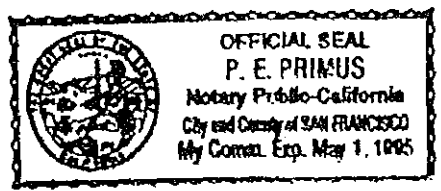
STATE OF California }
COUNTY OF San Francisco } SS.

The foregoing instrument was acknowledged before me this 18th day of March, 1993, by J.P. Walker.

WITNESS my hand and official seal.

P. E. Primus
Notary Public

My commission expires: May 1, 1995



Attached to and made a part of that certain Quitclaim deed dated March 18, 1993, by and between Chevron Stations, Inc. and Chevron Shale Oil Company.

EXHIBIT "A"

The General Haig No. 1 Oil Shale Placer Mining Claim comprising Tract 62, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 2, Oil Shale Placer Mining Claim comprising Tract 59, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 3 Oil Shale Placer Mining Claim comprising Tract 61, Township 5 South, Range 99 West, 6th P.M.

The General Haig No. 4 Oil Shale Placer Mining Claim comprising Tract 67, Township 5 South, Range 99 West, 6th P.M.

The General Pershing No. 3 Placer Mining Claim comprising Tract 56, of Sections 7, 8, 17 and 18, Township 5 South, Range 98 West, 6th P.M.

The General Pershing No. 4 Placer Mining Claim comprising

S1/2 N1/2 SE1/4

Lot 10, 11, 12, and 18 of Section 7,

Lots 2 and 7,

W1/2 W1/2 SE1/4 NE1/4 SW1/4

SW1/4 NE1/4 SW1/4

S1/2 NW1/4 SW1/4 of Section 8.

The General Pershing No. 5 Placer Mining Claim comprising

S1/2 S1/2 NE1/4

N1/2 N1/2 SE1/4,

Lots 16 and 17 of Section 7.

W1/2 W1/2 SE1/4 SE1/4 NW1/4,

SW1/4 SE1/4 NW1/4,

S1/2 SW1/4 NW1/4,

W1/2 W1/2 NE1/4 NE1/4 SW1/4,

NW1/4 NE1/4 SW1/4,

N1/2 NW1/4 SW1/4 of Section 8.

The General Pershing No. 6 Placer Mining Claim comprising

Lots 6, 7, 14 and 15

N1/2 S1/2 NE1/4 of Section 7.

W1/2 W1/2 SE1/4 NE1/4 NW1/4,

SW1/4 NE1/4 NW1/4,

S1/2 NW1/4 NW1/4,

W1/2 W1/2 NE1/4 SE1/4 NW1/4,

NW1/4 SE1/4 NW1/4,

N1/2 SW1/4 NW1/4 of Section 8.

The General Pershing No. 10 Placer Mining Claim comprising

Tract 51, of Section 7 and 18, Township 5 South Range 98 West, 6th P.M.

Sections 12 and 13, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 11 Placer Mining Claim comprising Tract 50, Township 5 South, Range 98 West, and Township 5 South, Range 99 West, 6th P.M.

The General Pershing No. 16 Oil Shale Placer Mining Claim comprising Tract 49, of Section 7, Township 5 South Range 98 West and Section 12, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 17 Oil Shale Placer Mining Claim comprising Tract 71, of Section 12, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 32 Oil Shale Placer Mining Claim comprising Tract No. 72, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 33 Oil Shale Placer Mining Claim comprising Tract No. 73, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 34 Oil Shale Placer Mining Claim comprising Tract 68, Township 5 South Range 99 West, 6th P.M.

The General Pershing No. 35 Oil Shale Placer Mining Claim comprising Tract 66, Township 5 South Range 99 West, 6th P.M.

The Lucky Strike No. 9 Oil Shale Placer Mining Claim comprising Tract 80, Township 5 South Range 98 West, 6th P.M.

The Glen Beulah Oil Shale Placer Mining Claim comprising Tract 41, Township 6 South Range 98 West, 6th P.M.

The General Joffre No. 3 Oil Shale Placer Mining Claim comprising Tract 110, Township 5 South Range 98 West, 6th P.M.

The General Joffre No. 4 Oil Shale Placer Mining Claim comprising Tract 111, Township 5 South, Range 98 West, 6th P.M.

ALSO, those parts of the following described placer mining claims situate below the escarpment as said term is defined in describing the oil shale formations in the area where said claims are located, (it being understood that only the parts of the following described claims which are below the said escarpment are included) to-wit:

A part of the General Joffre No. 2 Oil Shale Placer Mining Claim comprising
 Tract 109, Township 5 South, Range 98 West and Township 6 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 5 Oil Shale Placer Mining Claim comprising
 Tract 112, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 6 Oil Shale Placer Mining Claim comprising
 Tract 113, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 7 Oil Shale Placer Mining Claim comprising
 Tract 93, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 8 Oil Shale Placer Mining Claim comprising
 Tract 92, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 9 Oil Shale Placer Mining Claim comprising
 Tract 91, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 10 Oil Shale Placer Mining Claim comprising
 Tract 90, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 11 Oil Shale Placer Mining Claim comprising
 Tract 88, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 12 Oil Shale Placer Mining Claim comprising
 Tract 87, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 13 Oil Shale Placer Mining Claim comprising
 Tract 82, Township 5 South, Range 98 West, 6th P.M.

A part of the General Joffre No. 14 Oil Shale Placer Mining Claim comprising
 Tract 81, Township 5 South, Range 98 West, 6th P.M.

A part of the Lucky Strike No. 4 Placer Mining Claim comprising
Tract 94, of Sections 22, 23, 26 and 27, Township 5 South,
Range 98 West, 6th P.M.

A part of the Lucky Strike No. 5 Placer Mining Claim comprising
Tract 75, of Sections 22 and 27, Township 5 South, Range 98
West, 6th P.M.

A part of the Lucky Strike No. 6 Placer Mining Claim comprising
Tract 76, Sections 22 and 27, Township 5 South, Range 98 West,
6th P.M.

A part of the Lucky Strike No. 7 Placer Mining Claim comprising
Tract 77, of Sections 15 and 22, Township 5 South, Range 98
West, 6th P.M.

A part of the Lucky Strike No. 8 Placer Mining Claim comprising
Tract 79, of Sections 15, 16, 21 and 22, Township 5 South,
Range 98 West, 6th P.M.

A part of the Lucky Strike No. 10 Oil Shale Placer Mining
Claim comprising
Tract 81, Township 5 South, Range 98 West.

A part of the Lucky Strike No. 11 Placer Mining Claim
comprising
Tract 62, of Sections 9 and 16, Township 5 South, Range 98
West, 6th P.M.

A part of the Lucky Strike No. 12 Placer Mining Claim comprising
Tract 60, of Sections 8, 9, 16 and 17, Township 5 South, Range
98 West, 6th P.M.

A part of the Lucky Strike No. 13 Placer Mining Claim
comprising
Lots 1, 4 and 6,
E1/2 SE1/4 SW1/4 NE1/4,
E1/2 W1/2 SE1/4 SW1/4 NE1/4,
E1/2 E1/2 W1/2 SE1/4,
E1/2 W1/2 E1/2 W1/2 SE1/4 of Section 8,
Lots 1, 4, 5, and 6 of Section 17, Township 5 South, Range 98
West, 6th P.M.

A part of the Lucky Strike No. 14 Placer Mining Claim comprising

W1/2 W1/2 SE1/4 NW1/4 NE1/4,

SW1/4 NW1/4 NE1/4,

W1/2 W1/2 E1/2 SW1/4 NE1/4,

W1/2 SW1/4 NE1/4,

W1/2 W1/2 E1/2 W1/2 SE1/4,

W1/2 W1/2 SE1/4,

E1/2 SE1/4 NE1/4 NW1/4,

E1/2 W1/2 SE1/4 NE1/4 NW1/4,

E1/2 E1/2 SE1/4 NW1/4,

E1/2 W1/2 E1/2 SE1/4 NW1/4,

E1/2 E1/2 NE1/4 SW1/4,

E1/2 W1/2 E1/2 NE1/4 SW1/4, and Lot 8 of Section 8.

Lots 3 and 7 of Section 17, Township 5 South, Range 98 West, 6th P.M.

A part of the General Pershing No. 1 Oil Shale Placer Mining Claim comprising

Tract 84, Township 5 South, Range 98 West, 6th P.M.

A part of the General Pershing No. 2 Oil Shale Placer Mining Claim comprising

Tract 57, Township 5 South, Range 98 West, 6th P.M.

GARFIELD COUNTY, COLORADO.

CP

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1 of 7 R 34.00 D 8.00 GARFIELD COUNTY CO

**CHEVRON U.S.A. INC.
CERTIFICATE OF ASSISTANT SECRETARY**

I, Hongyan Xun, Assistant Secretary of Chevron U.S.A. Inc., a corporation duly organized under the laws of the Commonwealth of Pennsylvania (the Corporation), do hereby certify that annexed hereto are full, true and correct copies of Certificate of Merger filed with the Department of State of Pennsylvania on April 30, 2002 and Agreement and Plan of Merger by and among Chevron U.S.A. Inc. and Chevron Shale Oil Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 4th day of November, 2004.



CHEVRON U.S.A. INC.

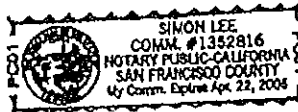
Hongyan Xun
Hongyan Xun
Assistant Secretary

State of California)
City of San Ramon) ss
County of Contra Costa)

On November 4, 2004, before me, Simon Lee, a Notary Public in and for the State of California, personally appeared Hongyan Xun, Assistant Secretary of Chevron U.S.A. Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the within instrument in her authorized capacity, and that by her signature on the within instrument, the person or the entity upon behalf of which the person acted executed the within instrument.

WITNESS my hand and official seal.

Signature *Simon Lee*



1. The name of the corporation/partnership providing the service is:

(a) Name of Commercial Registered Office Provider: **The Prentice-Hall Corporation System, Inc.**
 County: **Dauphin County**

(b) Name of Commercial Registered Office Provider: _____
 County: _____

2. Check and complete one of the following:

X. The party providing the service is a domestic business/partnership and the (a) address of its current registered office in the Commonwealth or (b) name of its current registered office in the Commonwealth is hereby provided in correct information to the records of the Department.

(a) Number and State: _____
 City: _____
 State: _____
 Zip: _____
 County: _____

(b) Name of Commercial Registered Office Provider: _____
 County: _____

The party providing the service is a qualified foreign business/partnership and the (a) address of its current registered office in the Commonwealth or (b) name of its current registered office in the Commonwealth is hereby provided in correct information to the records of the Department.

(a) Number and State: _____
 City: _____
 State: _____
 Zip: _____
 County: _____

Number and Street: _____
 City: _____
 State: _____
 Zip: _____

In accordance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby certifies that:

APR 30 2002
 Notary Public
 ADRIAN Secretary of the Commonwealth

Fee: \$108 plus \$28 notary fee.
 Paid in the Department of State on APR 30 2002
 Filed in additional to two

PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU
 Articles/Certificates of Merger
 (19-42)

X Domestic Business Corporation (1915)
 Domestic Nonprofit Corporation (1925)
 Limited Partnership (1937)

Business Number: **149371**

Name: **The Prentice-Hall Corporation System, Inc.**
 Address: **2704 Commerce Drive, Suite B**
 City: **Harrisburg, PA**
 Zip Code: **17110**

Document will be returned in the amount and address you enter in the box below.

RETURN TO CBO

688448 01/11/2005 12:04P B1859 P178 M 85208F
 2 of 7 R 38.00 D 0.00 GARFIELD COUNTY CO


 888845 01/11/2005 2:54P 81855 P168 M ALSDOORF
 3 of 7 R 38.00 D 0 00 GARFIELD COUNTY CO
 DSCR:15-19144/5926/1547-3

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provide and the county of venue of each other domestic business/profit corporation/limited partnership and qualified foreign business/profit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Chevron	2730 Gateway Oaks Drive	Corporation Service	Sacramento
Shale Oil	Suite 100	Company	
Company	Sacramento, CA 95833		

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: May 1, 2002 at 11:30 A.M., EST
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Chevron U.S.A. Inc.	Adopted by action of the shareholders
	pursuant to 15 Pa. C.S. §1903

6. Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, in the case may be, by the foreign business/profit corporation/limited partnership (or each of the foreign business/profit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1801(b) (547(b)) (relating to exclusion of certain provisions from (1)nd plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is:

Number and Street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned
 corporation/limited partnership has caused these
 authorized officers/directors to be signed by a duly
 29th day of April 2002

Chevron U.S.A. Inc.
 Name of Corporation/Limited Partnership
 Signature
 Assistant Secretary

Chevron State Oil Company
 Name of Corporation/Limited Partnership
 Signature
 Assistant Secretary

686649 01/11/2005 12:10 PM KING PIST N RLS00RF
 4 of 7 R 36.08 D 8.88 OAKFIELD COUNTY CO
 DSCB: 15-1526/926/8547