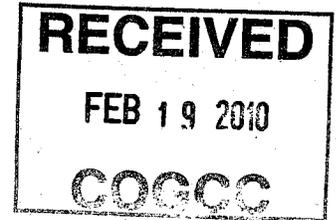


BEFORE THE COLORADO OIL AND GAS CONSERVATION
COMMISSION OF THE STATE OF COLORADO



IN THE MATTER OF THE)
AND ESTABLISHMENT OF)
FIELD RULES TO)
ESTABLISH **MOQUI**)
MEADOWS AS A)
DESIGNATED OUTSIDE)
ACTIVITY AREA, LARIMER)
COUNTY, COLORADO)

CAUSE NO. 1

DOCKET NO. 1001-GA-02

order 1-147

ORIGINAL

Applicants' Hearing
Exhibits

ORIGINALS

BEFORE THE COLORADO OIL AND GAS CONSERVATION COMMISSION OF THE STATE OF COLORADO
IN THE MATTER OF THE AND ESTABLISHMENT OF) CAUSE NO. 1

FIELD RULES ESTABLISH **MOQUI MEADOWS** AS A DESIGNATED)
OUTSIDE ACTIVITY AREA, LARIMER COUNTY, COLORADO)

DOCKET NO. 1001-GA-02

Applicants' Hearing
Exhibits

OT (G) (M) (A) (L) (S)

BEFORE THE COLORADO OIL AND GAS CONSERVATION
 COMMISSION OF THE STATE OF COLORADO

IN THE MATTER OF THE)	CAUSE NO. 1
AND ESTABLISHMENT OF)	
FIELD RULES TO)	
ESTABLISH MOQUI)	
MEADOWS AS A)	
DESIGNATED OUTSIDE)	
ACTIVITY AREA, LARIMER)	
COUNTY, COLORADO)	DOCKET NO. 1001-GA-02

APPLICANTS' EXHIBITS

Tab	Date	Description
1	9/21/1977	Oil and Gas lease between Colorado and Carl Smith, with Assignment from Pease Oil and Gas Co to Magpie Operating
2	11/7/2008	Application to Designate for Order Creating a Designated Outside Activity Area Pursuant to Rule 603.d and to Withhold Approval of Drilling Permits Pursuant to Rule 303.k
3		Notice of Hearing to Designate Moqui Meadows a Designated Outside Activity Area
4	12/8/2008	Email chain between PDB and Richard Olona RE: continuing Magpie matter until February
5	1/19/2009	Letter from PDB to Olona RE: request for meeting to resolve drilling conflicts
6	5/30/2008	Chase 34-36 Well APD
7	10/21/2008	WITHDRAWN
8	10/21/2009	Letter from PDB to Olona RE: Sutak and Chase willing to meet with Magpie to discuss potential locations for wells
9	10/31/2008	Letter from Laura Chase and Mike Sutak to Robert Cline

		RE: Phone conversation and request for meeting
10	1/26/2009	Letter from Jane Worrall to COGCC RE: Wendy Chase's cross country course
11	12/28/2009	Written statement from Chelsea Zimmerman
12	12/15/2009	WITHDRAWN
13	12/30/2009	Written statement from Anne Jennings
14	1/30/2009	Letter from Jessica Borchers to the COGCC RE: Wendy Chase's cross country course
15	1/30/2009	Letter from Linda and Philip Cangilla to the COGCC RE: Wendy Chase's cross country course
16	11/17/2009	Amended Application to Designate for Order Creating a Designated Outside Activity Area Pursuant to Rule 603.d and to Withhold Approval of Drilling Permits Pursuant to Rule 303.k With Oil and Gas Lease
17	1/12/2009	Letter from Michael Whitley to Contex Energy RE: Designated Outdoor Activity Area
18		List of Cross Country schools
19		Locations of 2-36 and 1-36
20		House bill 07-1252
21	12/24/2009	WITHDRAWN
22	12/28/2009	WITHDRAWN
23		Facility Query results for Magpie Operating in Larimer county
24		Chart showing number of directional well permits
25		Calendar showing number of visitors
26		Google Earth map of Moqui Meadows with labels
27		Map of Moqui Meadows with sections
28		2009 calendar with dates, names of visitors, and activities
29		Hand written notes from Mike SUtak with names of visitors
30		Photographs
31		Released liability forms
32	1/5/2010	Email involving Magpie, Steve Grimes, and Mike Sutak RE: 5n 68w SEC 36
33		Definition of Designated Outside Activity Area

CASES/ STATUTES/REGULATIONS

34		C.R.S. 34-60-127 Reasonable Accommodation
35	6/21/1984	Embree v. American Continental Corporation 684 P.2d 951 (Colo. App. 1984)
36	10/31/1985	Enright v. City of Colorado Springs 716 P.2d 148 (Colo App. 1985)
37		Black's Law Dictionary "Improvement"

NEW EXHIBITS

38		Article- "what is Eventing?" from USEA website
39	6/21/1984	Article- "Spinal injuries resulting from horse riding accidents"
40		Transcript excerpt from Cause 1, Docket 5-2-12, 0.May 21, 1996

RECEIVED
JAN 08 2010
COGCC

COPY

COLORADO OIL AND GAS LEASE No. OG 77/2130 S

Land Fund: School
containing 640.00 ~~640.00~~ ~~320.00~~ acres, more or less:

THIS LEASE AGREEMENT, Dated this 21st day of September, A.D. 1977,
made and entered into by and between the STATE OF COLORADO, acting by and through the STATE BOARD OF
LAND COMMISSIONERS, party of the first part and hereinafter called the "lessor", and
Carl F. Smith ASSIGNED
11532 W. 31st Place, Lakewood, Colorado 80215
party of the second part, hereinafter called the "lessee":

WITNESSETH

THAT WHEREAS, The said lessee has applied to the State Board of Land Commissioners for an oil and gas lease covering the land herein described, and has paid a filing fee in the amount of \$ 9.50, plus a bonus consideration of \$ 9600.00 fixed by the lessor as an additional consideration for the granting of this lease, and

WHEREAS, All of the requirements relative to said application have been duly complied with and said application has been approved and allowed by the State Board of Land Commissioners;

THEREFORE, For and in consideration of the premises, as well as the payment of rentals hereinafter provided for, and of the covenants and agreements hereinafter contained, on the part of the lessee to be paid, kept and performed, the said lessor has granted and demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee for the sole and only purpose of exploration, development and production of oil and gas, or either of them, thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by the lessor under the terms of this lease, together with rights of way, easements and servitudes for pipe lines, telephone and telegraph lines, tanks and fixtures for producing and caring for such products, and housing and boarding employees, and any and all rights and privileges necessary for the economical operation of said land for oil and gas, with right to the use of all otherwise unappropriated water from said lands, but not from lessor's water wells or reservoirs, and with the right of removing either during or within six (6) months after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, subject, however, to the conditions hereinafter set out, the following described land situated in the county of Larimer, State of Colorado, and more particularly described as follows:

DESCRIPTION OF LAND	SECTION	TOWNSHIP	RANGE
All E/2* All**	36	5-North	68-West
<p>*PARTIAL ASSIGNMENT, 320.00 acres, W/2, to Skaer Enterprises, Inc. Lease No. 87/4164-S issued, effective 05/18/87.</p> <p>**Full Assignment and consolidation of Lease No. 87/4164-S and 77/2130-S to Skaer Enterprises, Inc., Assignment effective 08/28/87; Consolidation per Board Order No. 87-322, dated 08/31/87</p> <p>Surface Patents: (#3433 NE/4; #1/2 NW/4) #5479 S/2 NW/4; (#3103 SW/4) #3104 (SE/4); #3433 N/2NW/4; #5479 S/2NW/4; #3103 SW/4</p>			

**PLAINTIFF'S
EXHIBIT 1**
BUCKET 1001-GA-02
CAUSE 1

TO HAVE AND TO HOLD Said land, and all the rights and privileges granted hereunder, to and unto the lessee for a primary term of five (5) years from the hour of twelve o'clock noon on the date hereof, and so long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or the lessee is diligently engaged in bona fide drilling or reworking operations on said land. Drilling or reworking operations shall be deemed to be diligently performed if there is no delay or cessation thereof for a greater period than thirty consecutive days unless an extension in writing is granted by lessor. Provided that such drilling or reworking operations are commenced during said primary term or any extension thereof or while this lease is in force by reason of production of oil and gas or either of them, or that such reworking is commenced immediately upon cessation of production for the purpose of re-establishing the same, and provided further that such production is commenced during such primary term or any extension thereof, or while this lease is in force by reason of such drilling or reworking operations or other production.

In consideration of the premises, the parties covenant and agree as follows:

- During the primary term hereof lessee shall pay to lessor an annual rental of \$ ~~320.00~~ ~~640.00~~ 640.00, computed at the rate of \$ 1.00 per acre or fraction thereof of the lands covered hereby, and in the event that, upon the expiration of said primary term, this lease is extended for an additional term of five (5) years as provided for in Paragraph 15 hereof, lessee shall during said extended period pay to the lessor an annual rental at the rate above specified for the lands covered hereby. Extension of the term of this lease solely by discovery and production of oil or gas as in the preceding paragraph provided, shall not operate to increase the rentals payable under this paragraph; that is to say, the rental in effect at the time of discovery and production shall not be increased by reason of extension of the term of this lease by reason only of such production, but annual rentals in such amount shall be paid during the remaining life of this lease. The rentals as above provided shall be paid annually in advance on or before each anniversary of the date of this lease.
- Except for oil and gas used on the leased premises for development and production or that unavoidably lost, the lessee shall pay the lessor as royalty, in addition to the rentals provided in this lease, the following:
 - On oil, one-eighth of the oil produced and saved from the leased premises.

At the option of lessor, lessor may take its royalty oil in kind, in which event lessee shall deliver such royalty oil to lessor on the leased premises, free of cost or deduction, into the pipe lines or storage tanks designated by lessor, but lessee shall not in such case be required to provide free tankage for any such oil for a longer period than one month after the same is run into tanks.

When paid in cash, the royalty shall be calculated upon the reasonable market value of the oil at the well which shall not be deemed to be less than the price actually paid or agreed to be paid to the lessee at the well by the purchaser thereof; and in no event shall the royalties be based upon a market value at the well less than the posted price in the field for such oil, or in the absence of a posted price in the field for such oil, upon a market value at the well less than the prevailing price received by other producers in the field for oil of like grade and gravity at the time such oil is run into pipelines or storage tanks.

- (b) On gas, including casinghead gas or other gaseous substance, one-eighth of the reasonable market value at the well or of the price received by lessee at the well, whichever is greater, of all gas produced from the leased premises and sold or utilized by lessee. Where gas is sold under a contract that has been approved by lessor, the reasonable market value of such gas for determining the royalties payable hereunder shall be the price at which such gas is sold under such contract; provided, however, that no approval by lessor of the terms of any such agreement shall operate to make lessor a party thereto or obligate it in any way except as herein provided, and lessee agrees to save lessor harmless from any such obligation.
- (c) All costs of marketing the oil and/or gas produced shall be borne by the lessee and such costs shall not directly or indirectly reduce the royalty payments to the lessor.

3. Lessee agrees to make a monthly production report of the production on the leased premises covering the preceding month, which report shall be filed with lessor on or before the last day of each month, and shall be accompanied by full settlement for all royalties due the lessor for such preceding month under this lease; lessee further agrees to keep and to have in possession, books and records showing the production and disposition of all oil and gas produced from the leased premises and to permit the lessor or its agents, at all reasonable hours, to examine the same. Royalties due under this lease shall be calculated on actual tankage measurements, unless the same are shown to be incorrect, or a more accurate means of measurement is provided.

4. The lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the lessee, lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

5. All payments due hereunder shall be made on or before the day such payment is due, and this lease shall not be in effect until lessor has received for the initial rental, the cash or cash proceeds of any checks therefor regardless of the date of this lease. Nothing in this paragraph shall be construed to extend the expiration of the primary term hereof beyond five (5) years from the date hereof.

6. The lessee, with the written consent of the lessor, shall have the right to assign this lease as to the entire leasehold interest of such lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment, and for approval of such assignment the lessor may make an assignment charge in the amount set forth in the current regulations issued by the Board. No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If any assignment of a portion of the lands covered hereby shall be approved, a new lease shall be issued to the assignee covering the assigned lands, containing the same terms and conditions as this lease, and limited as to term as this lease is limited, and the assignor shall be released and discharged from all further obligations and liabilities, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease. Although not binding on the State Board of Land Commissioners as heretofore stated, all instruments of every kind and nature whatsoever affecting this lease should be filed in the records of the Mineral Department of the State Land Board.

7.

- (a) Lessee agrees to reasonably protect the leased premises from drainage by offset wells located on adjoining lands not owned by lessor, when such drainage is not reasonably compensated for by counter-drainage. It shall be presumed, for the purpose of this lease, that the production of oil and gas from offset wells results in drainage from the leased premises, unless lessee demonstrates to lessor's satisfaction by engineering, geological, or other data, that production from such offset well does not result in such drainage, or that the drilling of a well or wells on leased premises would not accomplish the purposes of protecting the deposits under leased premises. The Board's decision as to the existence of such drainage shall be final, and lessee shall comply with the Board's order thereon or, in lieu thereof, surrender this lease as to any such undeveloped acreage as designated by the Board.
- (b) Upon discovery of oil and gas on the leased lands, lessee shall with reasonable diligence proceed to develop said premises at a rate and to an extent commensurate with the economic development of the field in which the leased lands lie.
- (c) The terms and conditions of this Paragraph 7 and of this lease shall be performed and exercised subject to all laws, regulations, orders, local ordinances or resolutions applicable to and binding upon the administration of grant lands owned by the State of Colorado.
- (d) In the event lessor permits the lands herein leased to be included within a unitization agreement, the terms of this lease and the operation of this Paragraph 7 shall be deemed to be modified to conform to such unitization agreement. When only a portion of the lands under this lease is committed to a unit, the lessor may segregate the lands and issue a separate lease for each portion and the terms of the lease on that portion included in the unit shall be deemed to be modified to conform to such unit agreement.

8. Lessee shall, subject to applicable laws, regulations and orders binding upon the administration of State lands, operate and produce all wells upon the leased premises so long as the same are capable of producing in paying quantities, and shall operate the same so as to produce at a rate commensurate with the rate of production of wells on adjoining lands within the same field and within the limits of good engineering practice, except for such times as there exist neither market nor storage therefor, and except for such limitations on or suspensions of production as may be approved in writing by lessor. If lessee shall complete a well on the leased lands productive of gas only and lessee is unable to produce such gas due to lack of suitable market therefor, lessor may grant lessee suspension of his obligations to produce hereunder until a suitable market for such gas can be found and during any such suspension period, it shall be deemed that gas is being produced hereunder in paying quantities.

9. The lessee agrees to notify the lessor of the location of each well before commencing drilling thereon. No exploration, drilling or production operation, including permanent installations, shall be within 200 feet of any building or other improvement, including water well or reservoir, without the written permission of the owner of said improvements. Lessee shall keep a correct log of each well drilled hereunder, showing by name or description the formations passed through, the depth at which each formation was reached, the number of feet of each size casing set in each well, where set, and the total depth of each well drilled. Lessee, within thirty (30) days after the completion or abandonment of any well drilled hereunder, shall file in the office of the State Board of Land Commissioners, at Denver, Colorado, a complete and correct log of such well, together with a copy of the electric log and the radioactivity log of the well when such logs, or either of them, are run, and also a copy of all drill stem test results, core records and analyses, record of perforations and initial production tests, if any. If any of the information required by this paragraph is contained in reports required to be filed with the Oil and Gas Conservation Commission of Colorado, the requirements of this paragraph for such information will be satisfied by the filing, with the Oil and Gas Conservation Commission, of extra copies of such reports as is required by Paragraph 15 hereof.

10. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops, water wells, reservoirs, or improvements caused by lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the lessee or his assignee shall have filed a good and sufficient bond with the lessor in an amount to be fixed by lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops, water or improvements as may be caused by lessee or his assignee's operations of said lands and also compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining. When requested by lessor, lessee shall bury pipe lines below plow depth. Lessee shall set and cement sufficient surface casing to protect the fresh water wells of the area.

11. The lessee shall not remove any machinery or fixtures placed on said premises, other than drilling equipment, nor draw the casing from any well unless and until all payments and obligations currently due the lessor under the terms of this agreement shall have been paid or satisfied.

12. Should lessee discover any valuable products other than oil, gas, gasoline, casinghead gas or other hydrocarbons on or within the leased premises, lessee shall within seven (7) days report such discovery to lessor, and lessee shall have no right thereto because of such discovery; provided, that the terms — oil, gas or gasoline — shall not be deemed to include any substance over which the United States Government assumes exclusive control.

13. If lessee shall initiate or establish any water right, the point of surface diversion or ground water withdrawal of which is on the leased premises, such right shall, if the surface rights of said premises are owned by lessor, become property of lessor, without cost, at the termination of the lease.

14. Upon failure or default of the lessee or any assignee, to comply with any of the provisions or covenants hereof, the lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so claimed, or possessed, by the lessee or assignee so defaulting, but shall not extend to nor affect the rights of any lessee or approved assignee claiming lands segregated by assignment from this lease; provided, that in the event of any such default or failure to comply with any of the terms and conditions hereof, lessor shall, before any such cancellation shall be made, send by certified mail to the lessee or assignee so defaulting, to the postoffice address of said lessee or assignee, as shown by the records of lessor, a notice of intention to cancel for such default, specifying the same, and if within thirty (30) days from the date of mailing said notice, the said lessee or assignee shall have paid all rents or royalties in default, and shall have begun in good faith to correct such other default as may have been specified, and shall thereafter diligently prosecute the correction of such default, there shall not be a cancellation therefor. If such default is not corrected, or correction thereof is not begun in good faith as hereinabove required, within thirty (30) days after the mailing of such notice, this lease will terminate and be cancelled by operation of this paragraph without further action by lessor, or further notice to lessee.

15. If the lessee shall have failed to make discovery of oil and gas or either of them in paying quantities during the primary term hereof, or during drilling operations commenced during the primary term hereof, the lessee may make written application to lessor to extend this lease for an additional term of five years as to all of the land covered hereby (excluding any lands theretofore surrendered as in Paragraph 4 provided, or assigned as in Paragraph 6 provided) and the making of such extension shall be at the option of lessor.

16. Lessee will comply with all statutory requirements, and all rules and regulations of the Oil and Gas Conservation Commission of Colorado applicable to the administration of State owned lands, or to the development and production of oil and gas thereon, and will furnish to the Oil and Gas Conservation Commission extra copies of all reports of any kind or nature that are required by said laws, rules and regulations to be furnished to the said Oil and Gas Conservation Commission of Colorado.

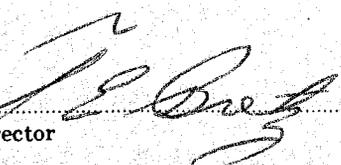
17. "Paying quantities" as used herein shall mean and refer to quantities of oil and gas or of either of them sufficient to pay for the current cost of producing same.

18. If lessor owns a lesser interest in the oil and gas deposits of the above described land than the entire and undivided fee simple estate, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which its interest bears to the whole and undivided fee.

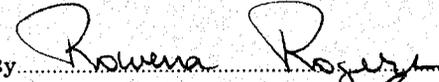
19. The benefits and obligations of this lease shall inure to and be binding upon the heirs, legal representatives, successors or assigns of the lessee; but no sub-lease or assignment hereof, or of any interest herein, shall be binding upon lessor until the same has been approved by it as provided for in Paragraph 6 hereof.

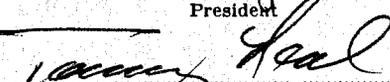
IN WITNESS WHEREOF, The party of the first part has hereunto signed and caused its name to be signed by the STATE BOARD OF LAND COMMISSIONERS, with the seal of the office affixed, and the lessee has signed this agreement, the day and year first above written.

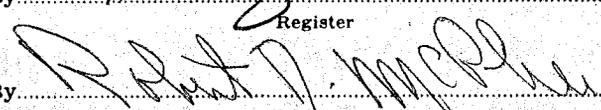
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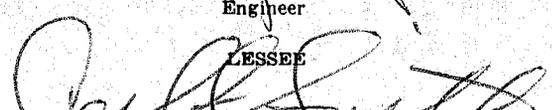

Mineral Director

STATE BOARD OF LAND COMMISSIONERS

By 
President

By 
Register

By 
Engineer


LESSEE

ASSIGNMENT RECORD

- 1. In consideration of One dollar (\$1.00) and other valuable consideration...
2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
3. to this lease in its entirety, (or... namely the... of the Section,
4. Township and Range described in this lease), unto... whose ad-
5. dress is...
6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this... day of..., A.D., 19...
9. (Signature - Assignor) (Signature - Assignee)
10. (Seal or Authority) (Seal or Authority)
11. Signed and acknowledged before me this... day of..., A.D., 19...
12. My commission expires..., A.D., 19...

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this... day of..., A.D., 19...

Recommended

MINERAL DIRECTOR

REGISTER

ASSIGNMENT RECORD

- 1. In consideration of One dollar (\$1.00) and other valuable consideration...
2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
3. to this lease in its entirety, (or... namely the... of the Section,
4. Township and Range described in this lease), unto... whose ad-
5. dress is...
6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this... day of..., A.D., 19...
9. (Signature - Assignor) (Signature - Assignee)
10. (Seal or Authority) (Seal or Authority)
11. Signed and acknowledged before me this... day of..., A.D., 19...
12. My commission expires..., A.D., 19...

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this... day of..., A.D., 19...

Recommended

MINERAL DIRECTOR

REGISTER

FULL ASSIGNMENT OF 77/2130-S ASSIGNMENT RECORD

- 1. In consideration of One dollar (\$1.00) and other valuable consideration Carl F. Smith (Assignor, please print or type)
2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
3. to this lease in its entirety, (or 640 namely the All (No. of acres m/1) (Subdivision of Section) of the Section,
4. Township and Range described in this lease), unto Enserch Exploration, Inc. ASSIGNED (Assignee, please print or type) whose ad-
5. dress is 1322 Metrobank Bldg. Denver, Colorado 80202 (Street, Building or P.O. Box No.) (City) (State) (Zip)
6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this 19 day of June, A.D., 1978.
9. (Signature - Assignor) (Signature - Assignee)
HOWARD D. SNIDER ATTORNEY-IN-FACT
10. (Seal or Authority) (Seal or Authority)
11. Signed and acknowledged before me this 19th day of June, A.D., 1978.
12. My commission expires May 25, A.D., 1980.

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this 5th day of Sept, A.D., 1978.

Recommended: em MINERAL DIRECTOR

NOTARY PUBLIC

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JUN 30 1978 AUG 2 1978

ASSIGNMENT RECORD

STATE LAND BOARD STATE LAND BC

STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared HOWARD D. SNIDER, ATTORNEY-IN-FACT of ENSERCH EXPLORATION, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this the 25th day of July, 1978

My Commission Expires: February 7, 1979

ALICE G. McCLELLAND, Notary Public in and for Dallas County, Texas

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this ___ day of ___, A.D., 19__.

Recommended

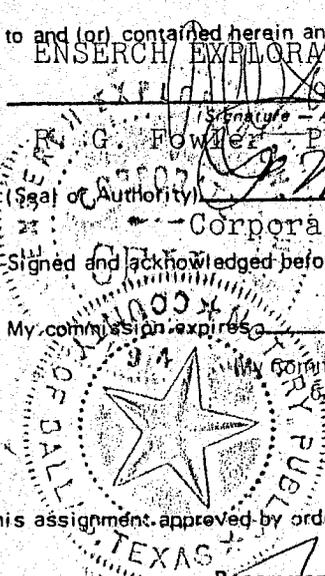
MINERAL DIRECTOR

REGISTER

7-2-78 Assignment Recorded Bd. Land Comm.

ASSIGNMENT RECORD

- In consideration of One dollar (\$1.00) and other valuable consideration ENSERCH EXPLORATION, INC.
(Assignor, please print or type)
- the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
- to this lease in its entirety, (or 6.40 namely the ALL of the Section,
(No. of acres m/1) (Subdivision of Section)
- Township and Range described in this lease), unto SOVEREIGN OIL COMPANY ASSIGNED whose ad-
(Assignee, please print or type)
- dress is 7490 Clubhouse Road, Suite 102, Boulder Colorado 80301,
(Street, Building or P.O. Box No.) (City) (State) (Zip)
- who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
- and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
- to and (or) contained herein and in said lease henceforth from 12:00 noon on this 12th day of October, A.D., 1982.
ENSERCH EXPLORATION, INC. SOVEREIGN OIL COMPANY
- [Signature] [Signature]
(Signature - Assignor) (Signature - Assignee)
- R. G. Fowler, President By: Malcolm E. A. McCoy, Vice President
(Seal or Authority) (Seal or Authority)
- Signed and acknowledged before me this 22nd day of October, A.D., 1983.
- My commission expires 6/11, A.D., 1985.



APPROVAL OF ASSIGNMENT

TAMMY S. ANDERSON, Notary Public
in and for State of Texas

This assignment approved by order of the State Board of Land Commissioners this 30 day of Jan, A.D., 1984.

Recommended

MINERAL DIRECTOR

REGISTER

- In consideration of One dollar (\$1.00) and other valuable consideration _____
(Assignor, please print or type)
- the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
- to this lease in its entirety, (or _____ namely the _____ of the Section,
(No. of acres m/1) (Subdivision of Section)
- Township and Range described in this lease), unto _____ whose ad-
(Assignee, please print or type)
- dress is _____, _____, _____, _____
(Street, Building or P.O. Box No.) (City) (State) (Zip)
- who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
- and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
- to and (or) contained herein and in said lease henceforth from 12:00 noon on this _____ day of _____, A.D., 19_____.
- _____
(Signature - Assignor) (Signature - Assignee)
- _____
(Seal or Authority) (Seal or Authority)
- Signed and acknowledged before me this _____ day of _____, A.D., 19_____.
- My commission expires _____, A.D., 19_____.

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this _____ day of _____, A.D., 19_____.

Recommended

MINERAL DIRECTOR

REGISTER

ASSIGNMENT RECORD

PARTIAL ASSIGNMENT OF

LEASE NO. 77/2130-S

LEASE NO. 87/4164-S Issued, Effective 05/18/87 Sovereign Oil Company

1. In consideration of One dollar (\$1.00) and other valuable consideration (Assignor, please print or type)

2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and

3. to this lease in its entirety, (or 320 acres namely the West half (W1/2) of the Section, (No. of acres m/1) (Subdivision of Section)

4. Township and Range described in this lease), unto Skaer Enterprises, Inc. whose ad- (Assignee, please print or type)

5. dress is 1001 S. Monaco Pkwy, Suite 360 Denver, Colorado 80222 (Street, Building or P.O. Box No.) (City) (State) (Zip)

6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights

7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent

8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this 18th day of May, A.D., 1987.

9. Malcolm E. A. McCoy (Signature - Assignor)

Randy E. Shoen, Vice Pres. (Signature - Assignee)

10. (Seal or Authority) (Seal or Authority)

11. Signed and acknowledged before me this 18 day of May, A.D., 1987.

12. My commission expires July 7, 1990 2010 17th Street Boulder, CO 80302

(Signature) NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this 6 day of July, A.D., 1987.

Recommended

Marie Goch acting MINERAL DIRECTOR

Greg C. Carpenter REGISTER

1. In consideration of One dollar (\$1.00) and other valuable consideration (Assignor, please print or type)

2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and

3. to this lease in its entirety, (or _____ namely the _____ of the Section, (No. of acres m/1) (Subdivision of Section)

4. Township and Range described in this lease), unto _____ whose ad- (Assignee, please print or type)

5. dress is _____ (Street, Building or P.O. Box No.) (City) (State) (Zip)

6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights

7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent

8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this _____ day of _____, A.D., 19____.

9. _____ (Signature - Assignor)

_____ (Signature - Assignee)

10. (Seal or Authority) (Seal or Authority)

11. Signed and acknowledged before me this _____ day of _____, A.D., 19____.

12. My commission expires _____, A.D., 19____.

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this _____ day of _____, A.D., 19____.

Recommended

MINERAL DIRECTOR

REGISTER

ASSIGNMENT RECORD

PARTIAL ASSIGNMENT OF

LEASE NO. 77/2130-S

LEASE NO. 87/4164-S Issued, Effective 05/18/87 Sovereign Oil Company

1. In consideration of One dollar (\$1.00) and other valuable consideration (Assignor, please print or type)

2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and

3. to this lease in its entirety, (or 320 acres namely the West half (W1/2) of the Section, (No. of acres or 1/1) (Subdivision of Section)

4. Township and Range described in this lease), unto Skaer Enterprises, Inc. whose ad- (Assignee, please print or type)

5. dress is 1001 S. Monaco Pkwy, Suite 360 Denver, Colorado 80222 (Street, Building or P.O. Box No.) (City) (State) (Zip)

6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights

7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent

8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this 18th day of May, A.D., 1987.

9. Malcolm E. A. McCoy (Signature - Assignor)

Randy E. Skaer, Vice Pres. (Signature - Assignee)

10. (Seal or Authority) (Seal or Authority)

11. Signed and acknowledged before me this 18 day of May, A.D., 1987.

12. My commission expires July 7, 1990 2010 - 14th Street Boulder, CO 80302

(Signature) NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this 6 day of July, A.D., 1987.

Recommended

Marie Good acting MINERAL DIRECTOR

Joy C. Carpenter REGISTER

1. In consideration of One dollar (\$1.00) and other valuable consideration (Assignor, please print or type)

2. the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and

3. to this lease in its entirety, (or _____ namely the _____ of the Section, (No. of acres or 1/1) (Subdivision of Section)

4. Township and Range described in this lease), unto _____ whose ad- (Assignee, please print or type)

5. dress is _____ (Street, Building or P.O. Box No.) (City) (State) (Zip)

6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights

7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent

8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this _____ day of _____, A.D., 19____.

9. _____ (Signature - Assignor)

_____ (Signature - Assignee)

10. (Seal or Authority) (Seal or Authority)

11. Signed and acknowledged before me this _____ day of _____, A.D., 19____.

12. My commission expires _____, A.D., 19____.

_____ NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this _____ day of _____, A.D., 19____.

Recommended

_____ MINERAL DIRECTOR

_____ REGISTER

ASSIGNMENT RECORD

- In consideration of One dollar (\$1.00) and other valuable consideration Sovereign Oil Company,
(Assignor, please print or type)
- the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
- to this lease in its entirety, for 320 acres namely the East half (E $\frac{1}{2}$) of the Section,
(No. of acres or '1') (Subdivision of Section)
- Township and Range described in this lease), unto Skaer Enterprises, Inc. ASSIGNED whose ad-
(Assignee, please print or type)
P.O. Box 22418
- dress is 1001 S. Monaco Pkwy, Suite 360, Denver, Colorado 80222,
(Street, Building or P.O. Box No.) (City) (State) (Zip)
- who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
- and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
- to and (or) contained herein and in said lease henceforth from 12:00 noon on this 28th day of August, A.D., 1987.
- Malcolm E. A. McCoy Larry E. Shaefer, Vice Pres.
(Signature - Assignor) (Signature - Assignee)
- (Seal or Authority) Malcolm E. A. McCoy (Seal or Authority) _____
- Signed and acknowledged before me this 28th day of August, A.D., 1987.
- My commission expires 11-7, A.D., 1988.

Mary Jo Jansy
NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this 31st day of Sept, A.D., 1987.

Recommended
Marie Gosch
acting MINERAL DIRECTOR

Joseph C. Carpenter
REGISTER

- In consideration of One dollar (\$1.00) and other valuable consideration _____,
(Assignor, please print or type)
- the within named lessee(s), do (does) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
- to this lease in its entirety, for _____ namely the _____ of the Section,
(No. of acres or '1') (Subdivision of Section)
- Township and Range described in this lease), unto _____ whose ad-
(Assignee, please print or type)
- dress is _____,
(Street, Building or P.O. Box No.) (City) (State) (Zip)
- who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
- and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
- to and (or) contained herein and in said lease henceforth from 12:00 noon on this _____ day of _____, A.D., 19_____.
- _____
(Signature - Assignor) (Signature - Assignee)
- (Seal or Authority) _____ (Seal or Authority) _____
- Signed and acknowledged before me this _____ day of _____, A.D., 19_____.
- My commission expires _____, A.D., 19_____.

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this _____ day of _____, A.D., 19_____.

Recommended

MINERAL DIRECTOR

REGISTER

COLORADO STATE BOARD OF LAND COMMISSIONERS
ASSIGNMENT RECORD

FULL X PARTIAL _____ ASSIGNMENT OF LEASE NO. 77/2130-S

1. In consideration of One dollar (\$1.00) and other valuable consideration Pease Oil and Gas Company
(Assignor, please print or type)
2. the within named lessee(s), does (do) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
3. to this lease in its entirety, or _____ namely the _____ of the Section,
(No. of acres m/l) (Subdivision of Section)
4. ~~Township and Range described in this lease~~, unto MAGPIE OPERATING, INC. whose
(Assignee, please print or type)
5. address is 11138 WILD HORSE PEAK LITTLETON CO 80127
(Street, Building or P. O. Box No.) (City) (State) (Zip)
6. who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights
7. and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent
8. to and (or) contained herein and in said lease henceforth from 12.00 noon on this 30th day of September, A.D., 1998,
PEASE OIL AND GAS COMPANY but effective as of October 1, 1998.
9. Willard Pease, Jr.
(Signature of Assignor) Willard Pease, Jr.
President
(Seal or Authority)
10. _____
(Seal or Authority)
11. Signed and acknowledged before me this 30th day of September, A.D., 1998
12. My commission expires 3-28-2002, A.D., _____



13. James M. Warm
(Signature of Assignee)
President
(Seal or Authority)
14. _____
(Seal or Authority)
15. Signed and acknowledged before me this 30th day of September, A.D., 1998
16. My commission expires _____, A.D., _____

Rhonda Cooper
NOTARY PUBLIC

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this 9th day of June, A.D. 1999.

Recommended
Bobbie Akelnovich
MINERALS SECTION

Mark D. ...
MINERALS DIRECTOR

2

4. The Property is located at 8445 East County Road 14, Loveland, Colorado 80534 and is heavily used by residents of and nonresident visitors to Colorado. Annual visitation exceeds 2,000 visitors.

5. Pursuant to Oil and Gas Conservation Commission Rules, a DOAA is a "well defined outside area (such as a playground, recreation area, outdoor theater, or other place of public assembly) that is occupied by twenty (20) or more persons on at least forty (40) days in any twelve (12) month period or by at least five hundred (500) or more people on at least three days in any twelve (12) month period." See Oil and Gas Conservation Commission Rules and Regulations "Definitions" (100 Series), 2 CCR 404-1. Public usage of the Property satisfies the usage requirements for its designation as a DOAA.

6. Oil and gas development activity, which is otherwise subject to regulation by the Oil and Gas Conservation Commission, is occurring or has been proposed in and around the Property. Such oil and gas development activity adversely impacts public use, safety and enjoyment of the Property. Oil and gas development activity would greatly increase the risk of injury or death of both riders and horses.

7. The Property meets the requirements for and is entitled to designation as a DOAA and the additional regulatory protections provided by the Oil and Gas Conservation Commission Rules and Regulations including, but not limited to, minimum setback requirements for wellheads and production equipment and requirements regarding the development of multiple reservoirs and locations for existing well pads. See Oil and Gas Conservation Commission Rules and Regulations Definitions (100 Series) and Rules 903.d and e.

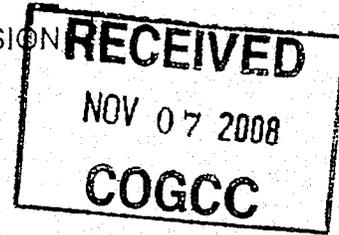
8. Pursuant to Oil and Gas Conservation Commission Rule 603.d, and upon application and hearing, the Oil and Gas Conservation Commission is authorized to determine the

FILE COPY

BEFORE THE COLORADO OIL AND GAS CONSERVATION COMMISSION

STATE OF COLORADO

Cause No. _____



**APPLICATION TO DESIGNATE FOR ORDER CREATING A
DESIGNATED OUTSIDE ACTIVITY AREA PURSUANT TO RULE 603.d
AND TO WITHHOLD APPROVAL OF DRILLING PERMITS
PURSUANT TO RULE 303.k**

Applicants Mike Sutak and Laura W. Chase, by and through undersigned counsel, hereby file this application to designate the Property as described in Exhibit "A" hereto as a "Designated Outside Activity Area" ("DOAA") pursuant to Oil and Gas Conservation Commission Rule 603.d and to withhold the issuance of drilling permits pursuant to Rule 303.k, and in support of its Application states the following:

1. The Applicants are the owners and operators of a three-day event boarding and training facility for horses.
2. The real property interests, including fee title and leasehold interests, that comprise the DOAA, are owned by Applicants and have been developed and are currently managed by them under the name of Moqui Meadows.
3. The Property is a 77.6 acre parcel located in Larimer County, Colorado. A map of the area depicting the boundaries of Applicants' property is attached hereto and incorporated herein by this reference as Exhibit "B". Facilities at the Property include, but are not limited to, barns, stables, indoor and outdoor arenas, cross country course, show jumping courses, instruction areas and related facilities. The Property is located in the Johnson's Corner Field, J Sand, Niobrara-Codell Formations, Larimer County, Colorado.



appropriate boundaries and setbacks and other regulatory requirements applicable to oil and gas development in proximity to a DOAA.

9. In addition, the DOAA is not compatible with oil and gas development, which would constitute grave hazards to public health, safety and welfare. Applicants are aware of pending requests for APD's for the DOAA. Pursuant to Rule 303.k, no drilling permits should be issued for the property.

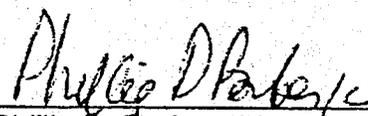
WHEREFORE, Applicants respectfully request that the Oil and Gas Conservation Commission set the Application for hearing, that the Oil and Gas Conservation Commission designate the Property as a Designated Outside Activity Area and otherwise establish minimum setbacks and other regulatory requirements applicable to oil and gas development in proximity to the Property that are sufficient to protect the public's use and enjoyment of the Property, that no drilling permits be issued with regard to the Property, and that the Gas Conservation Commission grant the Applicants such other relief as the Commission determines to be just and appropriate.

DATED this 7th day of November, 2008.

Respectfully submitted,

PHILLIP D. BARBER, P.C.

By:


Phillip D. Barber (#9623)

1675 Larimer, Ste. 620

Denver, CO 80202

Telephone: 303-894-0880

Facsimile: 720-904-5755

E-mail: phillipbarber@aol.com

Attorney for the Applicant

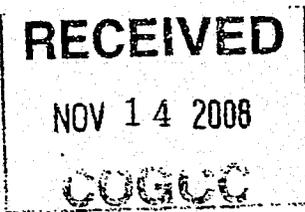
FILE COPY

VERIFICATION

I, Laura W. Chase, one of the Applicants, hereby certifies that the facts asserted in this Application are true and correct to the best of my personal knowledge.

Laura W. Chase

Laura W. Chase



STATE OF COLORADO)

County of Weld)

ss:

SUBSCRIBED AND SWORN to before me this 10th day of ~~October~~ ^{November}, 2008, by Laura W. Chase.

Darcin Amaya

Notary Public

My Commission Expires:

5-17-10



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the APPLICATION TO DESIGNATE FOR ORDER CREATING A DESIGNATED OUTSIDE ACTIVITY AREA PURSUANT TO RULE 603.d AND TO WITHHOLD APPROVAL OF DRILLING PERMITS PURSUANT TO RULE 303.k, has been mailed this 7th day of November, 2008 to the following entities that require notice of such filing:

Colorado State Board of Land Commissioners
1313 Sherman Street, Room 621
Denver, CO 80203

Magpie Operating, Inc.
2707 South County Road 11
Loveland, CO 80537

Robert Cline
Contex Energy Company
621-17th Street, Ste. 1020
Denver, CO 80293-2501

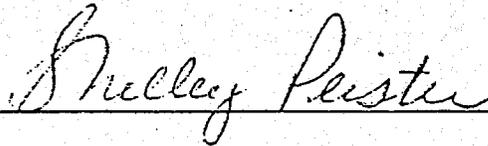


EXHIBIT "A"

Parcel I:

That portion of the W1/2 of the SE1/4 of Section 36, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado described as follows:

Considering the West line of said SE1/4 of Section 36, as monumented with a #6 rebar 30" long with a 2-1/2" aluminum cap L.S. #17662 at the Center of Section and at the South Quarter Corner of said Section 36, as bearing North 00° 07' 33" East and with all bearings contained herein relative thereto.

Beginning at said South Quarter Corner of Section 36; thence along said West line of the Southeast Quarter North 00° 07' 33" West 1256.52 feet to the True Point of Beginning; thence continuing along said North line North 00° 07' 33" West 1384.69 feet to the Center Quarter Corner of said Section 36; thence along the North line of said West half of the Southeast Quarter North 89° 57' 52" East 1328.94 feet to the East line of said West half of the Southeast Quarter North 89° 57' 52" East 1328.94 feet of the East line of said West Half of the Southeast Quarter of Section 36; thence along said East line South 00° 03' 29" West 1396.43 feet; thence North 89° 31' 40" West 1324.53 feet to the True Point of Beginning. Containing 42.352 acres more or less.

Parcel II:

That portion of the W1/2 of the SE1/4 of Section 36, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the West line of said Southeast Quarter of Section 36, as monumented with a #6 rebar 30" long with a 2-1/2" aluminum cap L.S. #17662 at the Center of Section and at the South Quarter Corner of said Section 36, as bearing North 00° 07' 33" East and with all bearings contained herein relative thereto.

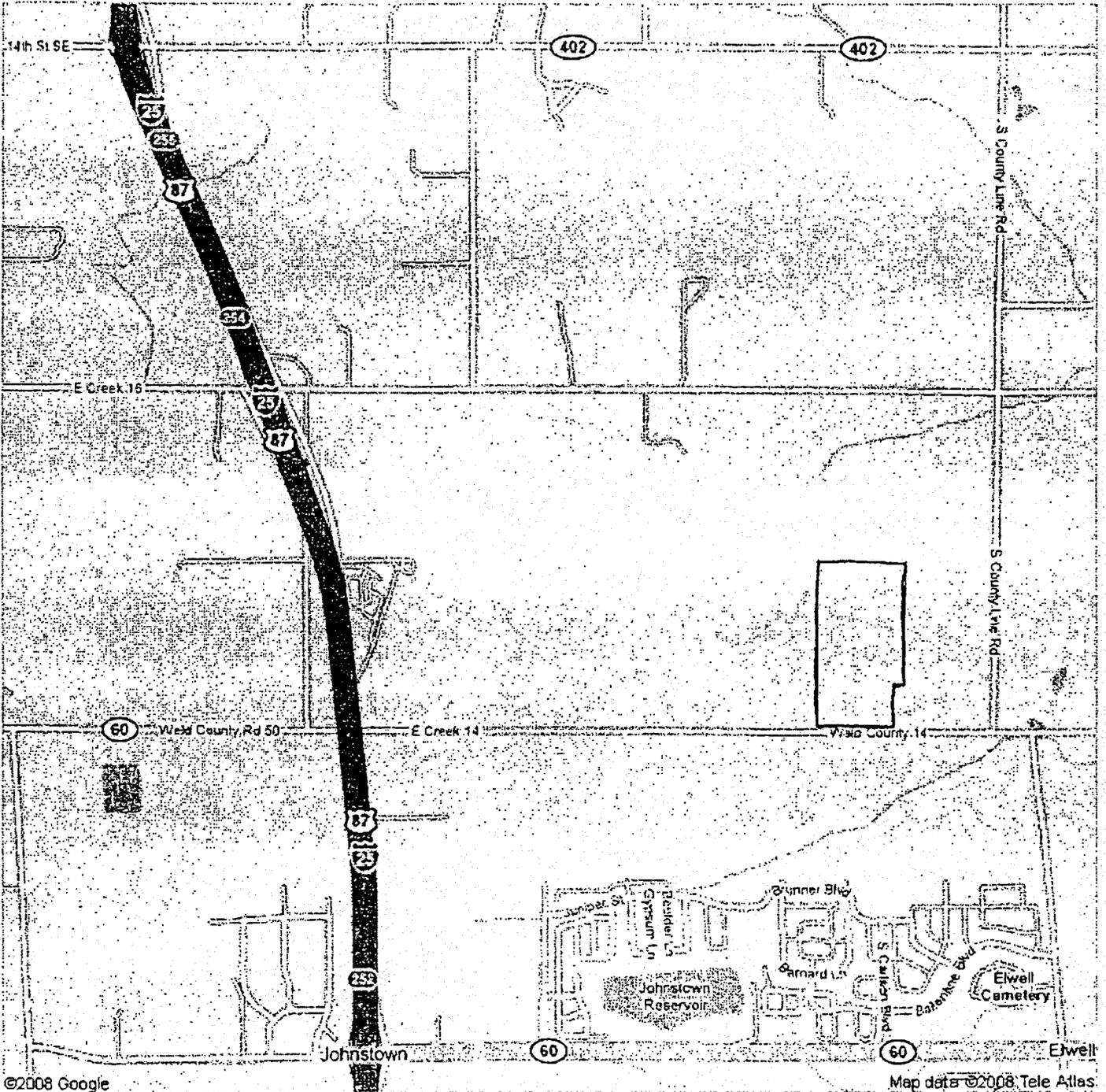
Beginning at said South Quarter Corner of Section 36; thence along said West line of the Southeast Quarter Corner North 00° 44' 33" East 1256.52 feet; thence South 89° 31' 40" East 1324.53 feet to the East line of said West Half of the Southeast Quarter of Section 36; thence along said East line South 00° 03' 29" West 573.99 feet

to the North line of that certain parcel of land as described at Reception No. 96035630, records of said county; thence along said North line and the West line of said parcel of land South 89° 49' 18" West 175.00 feet and again South 00° 03' 30" West 668.00 feet to the South line of said Southeast Quarter of Section 36; thence along said South line South 89° 49' 18" West 457.25 feet to the North Quarter Corner of Section 1, Township 4 North, Range 68 West of the 6th P.M.; thence continuing along said South line South 89° 51' 49" West 688.22 feet to the True Point of Beginning. Containing 35.247 acres more or less.

Both of these parcels are in the Johnson's Corner Field; J Sand, Niobrara-Codell Formations; Larimer County, Colorado.



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 Text the word "GMAPS" to 466453

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Map data ©2008 Tele Atlas

October 31, 2008

Robert Cline
Contex Energy Company
621 17th Street, Suite 1020
Denver, CO 80293-2501

Dear Mr. Cline:

To follow up on our phone conversation on Friday, October 30, 2008 concerning the phone message you left requesting access to our property (the west half of the southeast quarter of Section 36, Township 5 North, Range 68 West), the middle through the end of the coming week will not work for us and access from November 5 through November 9 is denied.

Your letter concerning access did arrive late Friday in the mail but it indicates you only intend to re-survey a location for your proposed State-Chase 33-36 well. There is nothing in your letter to indicate why it is necessary to resurvey an existing stake. Please clarify. Our goal to minimize intrusion and impact on our property and to keep our operation as safe as possible for riders and horses seems once again on the verge of being ignored.

We would prefer to discuss and come to an agreement for a location for all wells plus any roads, pipelines, tanks, etc. before you stake another location without considering our input. Any access before we substantively discuss an acceptable location may again be wasted effort and money.

As many wells as possible on one pad minimizes surface impact and maximizes savings. All surface owners in Section 36 have indicated a goal of minimizing impact on their lands.

Your threat to involve the police to gain access did not help to create a good faith negotiation.

Sincerely,

Laura W. Chase and Mike Sutak

*Payed to Contex (303)623-1523 on 11/3/08 823 am
mailed to Contex 11/3/08*

BEFORE THE COLORADO OIL AND GAS CONSERVATION COMMISSION
OF THE STATE OF COLORADO

IN THE MATTER OF THE PROMULGATION) CAUSE NO.
AND ESTABLISHMENT OF FIELD RULES)
TO ESTABLISH **MOQUI MEADOWS** AS A)
DESIGNATED OUTSIDE ACTIVITY AREA,)
LARIMER COUNTY, COLORADO) DOCKET NO.

NOTICE OF HEARING

TO ALL INTERESTED PARTIES AND TO WHOM IT MAY CONCERN:

The 100 Series of Definitions of the Rules and Regulations of the Commission defines a Designated Outside Activity Area as a well-defined outside area (such as a playground, recreation area, outdoor theater, or other place of public assembly) that is occupied by twenty (20) or more persons on at least forty (40) days in any twelve (12) month period or by at least five hundred (500) or more people on at least three (3) days in any twelve (12) month period.

Rule 603.d of the Rules and Regulations of the Commission provides that upon application and hearing, the Commission shall determine the appropriate boundary and setbacks for a designated outside activity area as defined in the 100 Series rules. The minimum setback from the boundary of the designated outside activity area shall be three hundred fifty (350) feet.

On November 7, 2008, Mike Sutak and Laura W. Chase, by their attorney, filed with the Commission a verified application for an order to designate Moqui Meadows, comprised of 77.6 acres, located in portions of Section 36, Township 5 North, Range 68 West, 6th P.M. and Section 1, Township 4 North, Range 68 West, 6th P.M. as a Designated Outside Activity Area.

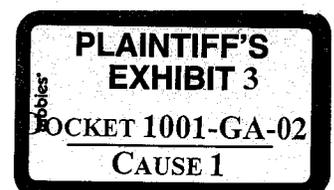
NOTICE IS HEREBY GIVEN, that the Oil and Gas Conservation Commission of the State of Colorado, pursuant to the above, has scheduled the above-entitled matter for hearing on:

Date: Tuesday, January 13, 2009
Wednesday, January 14, 2009

Time: 9:00 a.m.

Place: Ste. 801, The Chancery Building
1120 Lincoln Street
Denver, Colorado 80203

In accordance with the Americans with Disabilities Act, if any party requires special accommodations as a result of a disability for this hearing, please contact Margaret Humecki at 303-894-2100, ext. 139, prior to the hearing and arrangements will be made.



Pursuant to said hearing in the above-entitled matter at the time and place aforesaid, or at any adjourned meeting, the Commission will enter such orders as it deems appropriate to protect the health, safety and welfare of the public and to prevent the waste of oil and gas, either or both, in the operations of said field, and to carry out the purposes of the statute.

In accordance with Rule 509, any interested party desiring to protest the granting of the application or to intervene on the application should file with the Commission a written protest or intervention no later than December 30, 2008, briefly stating the basis of the protest or intervention. Such interested party shall, at the same time, serve a copy of the protest or intervention to the person filing the application. An original and 13 copies shall be filed with the Commission. **Anyone who files a protest or intervention must be able to participate in a prehearing conference during the week of December 30, 2008.** Pursuant to Rule 503.f., if a party who has received notice under Rule 503.b. wishes to receive further pleadings in the above-referenced matter, that party must file a protest or intervention in accordance with these Rules.

IN THE NAME OF THE STATE OF COLORADO
OIL AND GAS CONSERVATION COMMISSION
OF THE STATE OF COLORADO

By: _____
Patricia C. Beaver, Secretary

Dated at Ste. 801, 1120 Lincoln Street, Denver, Colorado, _____

Attorney for Applicant:

Phillip D. Barber
Phillip D. Barber, P.C.
1675 Larimer Street, Ste. 620
Denver, CO 80202
303-894-0880
phillipbarber@aol.com

Shelley Peister

From: Phillipbarber@aol.com
Sent: Monday, December 08, 2008 12:06 PM
To: OLONALAW@aol.com
Cc: Shelley Peister
Subject: Re: Magpie

Will do this afternoon. Phil BarberIn a message dated 12/8/2008 11:55:47 A.M. Mountain Standard Time, OLONALAW writes:

Thanks for taking care of that. When I discussed this matter with hearing officers Tricia Beaver and Rob Willis, they stated that they would need to hear from you (as Applicant's attorney) in order to grant the continuance. Do you mind giving them a call?

(303) 894-2100
Tricia Beaver x115
Rob Willis x112

Thanks.

Richard G. Olona
Olona & Associates, PC
7472 S. Shaffer Lane, Suite 130
Littleton, Colorado 80127
(303) 433-1699
(303) 433-1614 (f)
olonalaw@aol.com

-----Original Message-----

From: Phillipbarber@aol.com
To: OLONALAW@aol.com
Cc: shelleypeister@phillipdbarberpc.com
Sent: Mon, 8 Dec 2008 11:46 am
Subject: Magpie

Mr. Olona:

My client agrees to continue the January 2009 COGCC hearing on the Magpie matter until February, with the understanding that your client will not undertake any drilling or related procedures on the property before the hearing. Please confirm.

Phil Barber
Phillip D. Barber, P.C.
1675 Larimer St. #620
Denver, Colorado 80202
P:303-894-0880
Fax: 720-904-5755



12/9/2008

Make your life easier with all your friends, email, and favorite sites
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No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.176 / Virus Database: 270.9.15/1838 - Release Date: 12/9/2008 9:59 AM

12/9/2008

0200

Phillip D. Barber, P.C.

1675 Larimer Street, Ste. 620
Denver, Colorado 80202
Telephone: 303-894-0880
Facsimile: 720-904-5755
E-mail: Phillipbarber@aol.com

January 19, 2009

Richard G. Olona, Esq.
Olona & Associates, P.C.
7472 South Shaffer Lane, Ste. 130
Littleton, CO 80127-7406

Re: Moqui Meadows/Magpie Operating matter

Dear Mr. Olona:

Would you please give me a call so we can discuss whether there is a mutually satisfactory resolution to Magpie's request to drill on my clients' property. I have left several messages and would like to hear from you at your convenience.

Sincerely,

PHILLIP D. BARBER, P.C.



Phillip D. Barber

PDB/sfp

Z:\Sutak\olonaltr.1.wpd



FORM 2A Rev 6/99

State of Colorado Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax (303) 894-2109



RECEIVED JUN 13 2008 COGCC

DRILL SITE/ACCESS ROAD RECLAMATION FORM

This form shall be submitted in duplicate with the application for permit-to-drill (OGCC Form 2) unless a Federal 13-point surface plan is included. Also required are a minimum of two photographs (site and access road). Soil and plant community information is from United States Natural Resources Conservation Services (USNRCS).

1. OGCC Operator Number: 52530
2. Name of Operator: MAGPIE OPERATING, INC
3. Address: 2707 SOUTH COUNTY RD 11
City: LOVELAND State: CO Zip: 80537
4. Contact Name and Telephone: Ryan Warrner, VP
No: (970) 669-6308
Fax: (970) 669-6395
5. Well Name and No.: STATE-CHASE 33-36
6. County: Larimer
7. Location (QtrQtr, Sec, Twp, Rng, Meridian): NE4SE4 - 36 - T5N-R68W 6TH P.M.

Complete the Attachment Checklist
Table with columns for Attachment and Date

Pre-Drilling Information Current Land Use

8. Crop Land: Irrigated, Dry Land, Improved Pasture, Hay Meadow, CRP
9. Non-Crop Land: Rangeland, Timber, Recreational, Other (describe): CROSS-COUNTRY RIDING COURSE
10. Subdivided: Industrial, Commercial, Residential
Attach color photographs of drill site and access road; identify each photo by date, well name and location.

Soils

11. Soil map units from USNRCS survey: Sheet No: 26 Soil Complex/Series No: 102
Soils Series Name: STONEHAME LOAM Horizon thickness (in inches): A: 0-4" B: 4-9" C: 9-60"

Plant Community

12. Plant species from: USNRCS or Field Observation Date of observation:
List individual species:
13. Check one predominant plant community for the drill site:
Disturbed Grassland, Grassland, Shrub and Brush Land, Plains Deciduous Riparian, Mountain Conifer Riparian, Evergreen Forest Land, Aquatic, Tundra, Other (describe):

14. Was an Army Corps of Engineers Section 404 Permit filed? Yes No If yes, attach appropriate documentation.

Comments: United States Department of Agriculture, Natural Resources Conservation Service April 29, 2008, Custom Soil Resource Report for Larimer County Area Colorado http://websoilsurvey.nrcs.usda.gov/app/

I hereby certify that I, or persons under my direct supervision, have inspected the proposed drill site and access road; that I am familiar with the conditions which presently exist, that the statements made in this form are, to the best of my knowledge, true, correct, and complete.

Print Name: RYAN WARRNER
Signed: [Signature] Title: VP Date: 5/30/08

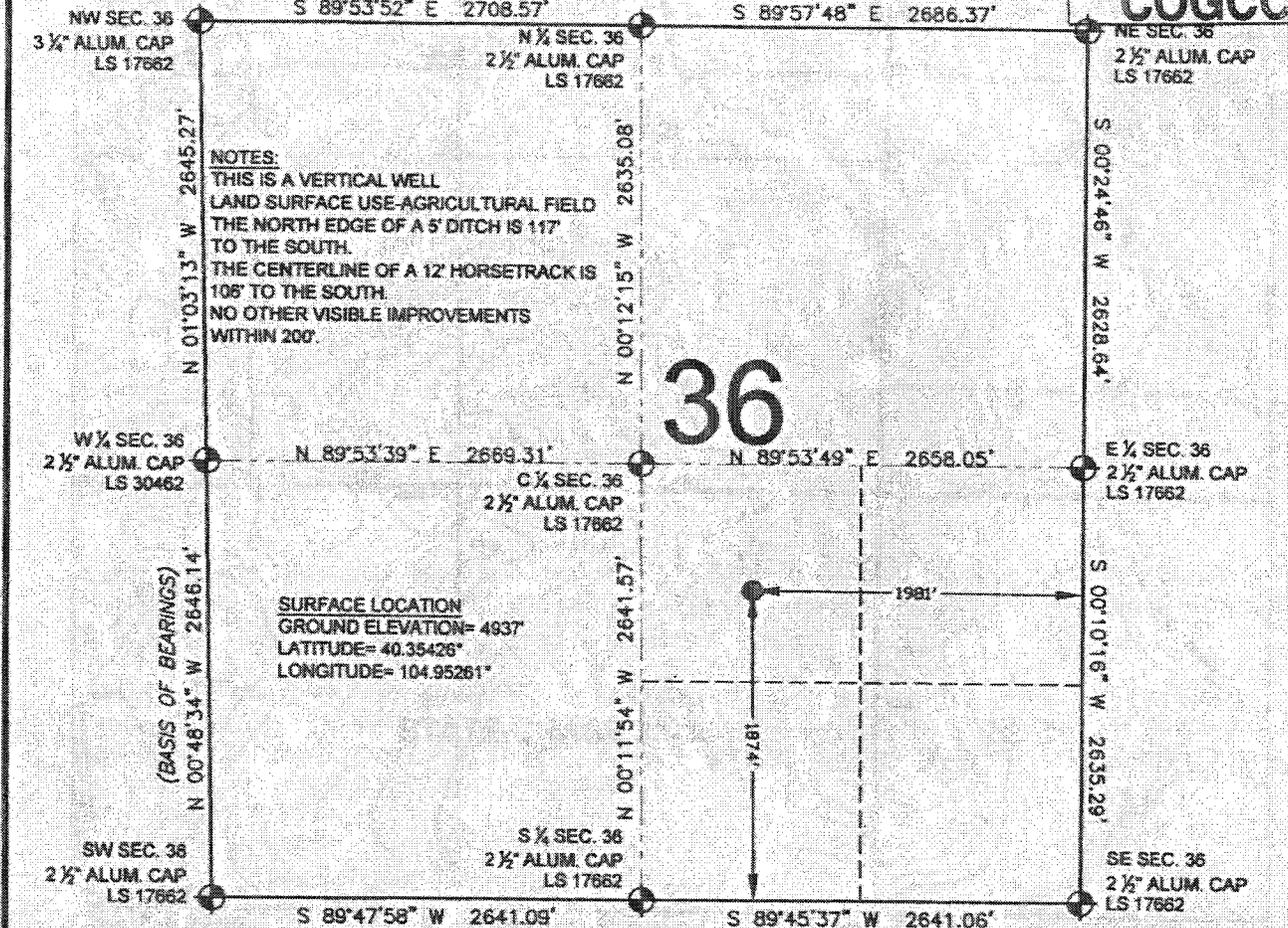
RECEIVED

JUN 13 2008

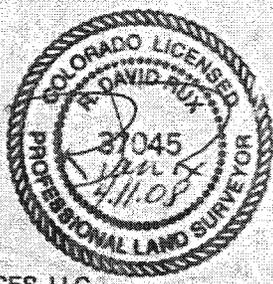
COGCC

WELL LOCATION CERTIFICATE

SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST, 6TH P.M.



I HEREBY STATE TO MAGPIE OPERATING, INC. THAT THIS WELL LOCATION CERTIFICATE INDICATES THE WELL STATE-CHASE 33-36 TO BE LOCATED 1874' FSL AND 1981' FEL, SEC. 36, T5N, R68W 6th P.M.



R. DAVID RUX, PLS 37045
 PETROLEUM FIELD SERVICES, LLC
 THIS IS NOT A MONUMENTED BOUNDARY SURVEY, IT IS ONLY A
 DRAWING INTENDED TO DEPICT THE WELL LOCATION TO SECTION LINES

LEGEND
 ● = EXISTING MONUMENT
 ○ = PROPOSED WELL
 ◆ = EXISTING WELL
 ✦ = BOTTOM HOLE

NORTH
 0 500 1000
 SCALE: 1"=1000'

BASIS OF BEARINGS AS SHOWN ABOVE
 GROUND ELEVATION SHOWN IS APPROXIMATE AND IS BASED
 ON AN OBSERVED GPS ELEVATION (NAVD 1988 DATUM)
 LAT. & LONG. SHOWN ARE BASED ON AN OBSERVED GPS OBSERVATION
 (NAD 1983/92) WITH A PDOP VALUE OF LESS THAN SIX (6)
 ALL DISTANCES ARE FIELD MEASURED UNLESS OTHERWISE NOTED
 DISTANCES TO WELL ARE SHOWN PERPENDICULAR TO SECTION LINES

REVISIONS	
INITIAL	DATE

PREPARED BY:

PFS
 Petroleum Field Services, LLC
 1801 W. 13th Ave.
 Denver, CO 80204

FIELD DATE:
04-04-08

DRAWING DATE:
04-09-08

BY:
LB

WELL NAME:
STATE-CHASE 33-36

SURFACE LOCATION:
LARIMER COUNTY, COLORADO
NW 1/4 SE 1/4, SEC. 36, T5N, R68W

Phillip D. Barber, P.C.

1675 Larimer Street, Ste. 620
Denver, Colorado 80202
Telephone: 303-894-0880
Facsimile: 720-904-5755
E-mail: Phillipbarber@aol.com

October 21, 2009

Via E-Mail

Richard G. Olona, Esq.
Olona & Associates, P.C.
7472 South Shaffer Lane, Ste. 130
Littleton, CO 80127-7406

Re: Moqui Meadows/Maggie Operating matter

Dear Mr. Olona:

I wanted to respond to your October 15, 2009 e-mail to me. Among other things, you asked "whether Ms. Chase will agree to allow access to the survey crew without interference of any kind."

As you know, the Property to which your client seeks access is operated by my clients exclusively as an equestrian facility, which includes barns, stables, indoor and outdoor arenas, cross country courses, show jumping courses, and instruction areas. Ms. Chase and Mike Sutak have previously submitted their "Application for Order Creating a Designated Outside Activity Area Pursuant to Rule 603.d and to Withhold Approval of Drilling Permits Pursuant to Rule 303.k" ("Application"), a copy of which was served upon your client in November 2008. For your convenience, I have attached a copy of the Application to this letter. Having received no response to the Application, and having not heard from you for many months, my clients deferred proceeding with the hearing on their Application in the hopes that some resolution could be reached in this matter.

It is my clients' position that the pending Application prevents the lessee from entering the Property for any purpose relating to exploration or production, until the Application has been considered by the Colorado Oil and Gas Conservation Commission ("COGCC"). Even limited entry on the Property for purposes other than equestrian use could damage the Property and its viability.

Z:\Sutak\olonaltr.3.wpd



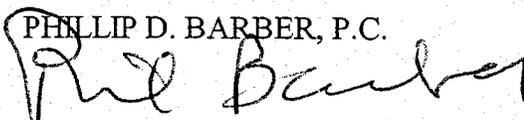
Richard G. Olona, Esq.
October 21, 2009
Page 2

Further, I call your attention to the case of *Gerrity Oil & Gas Corporation v. Magness*, 946 P.2d 913 (Colo. 1997). In *Gerrity*, the Colorado Supreme Court articulated the "accommodation doctrine" and held that an operator commits trespass if its use of the surface is not reasonable and necessary to the development of the mineral interest. The Court required the operator to accommodate the surface owner to the "fullest extent possible". *Id.* at 927. Subsequently, the Colorado General Assembly codified the holding in *Gerrity* in C.R.S. §34-60-127, which provides that "[a]n operator shall conduct oil and gas operations in a manner that accommodates the surface owner by minimizing intrusion upon and damage to the surface of the land." C.R.S. §34-60-127(1)(a). "Minimizing intrusion upon and damage to the surface" is defined in the statute to mean "selecting alternative locations for wells, roads, pipelines, or production facilities, or employing alternative means of operation, that prevent, reduce, or mitigate the impacts of oil and gas operations on the surface, where such alternatives are technologically sound, economically practicable, and reasonably available to the operator." C.R.S. §34-60-127(1)(b). Simply demanding to come on the Property "without interference of any kind" does not satisfy Magpie's obligation of accommodation to my clients.

Finally, my clients have invited the operator to discuss accommodation with them. On October 31, 2008, my clients sent a letter to Robert Cline of Contex Energy Company, who apparently is affiliated with Magpie. A copy of that letter is attached. The letter stated that they "would prefer to discuss and come to an agreement for a location for all wells plus any roads, pipelines, tanks, etc. before you stake another location without considering our input." The holding in *Gerrity*, C.R.S. §34-60-127, and the COGCC regulations require the operator to "meet and confer" in good faith with the surface owners. *See* COGCC Rule 306.

My clients would be willing to meet with a representative of Magpie to discuss potential locations for wells and associated facilities which recognize and accommodate their long-established use of the Property. If your client is interested, please let me know and we can arrange for a time for the parties to meet.

Sincerely,

PHILLIP D. BARBER, P.C.

Phillip D. Barber

PDB/sfp
Enclosures
cc: Mike Sutak and Wendy Chase (w/enc.)

October 31, 2008

Robert Cline
Contex Energy Company
621 17th Street, Suite 1020
Denver, CO 80293-2501

Dear Mr. Cline:

To follow up on our phone conversation on Friday, October 30, 2008 concerning the phone message you left requesting access to our property (the west half of the southeast quarter of Section 36, Township 5 North, Range 68 West), the middle through the end of the coming week will not work for us and access from November 5 through November 9 is denied.

Your letter concerning access did arrive late Friday in the mail but it indicates you only intend to re-survey a location for your proposed State-Chase 33-36 well. There is nothing in your letter to indicate why it is necessary to resurvey an existing stake. Please clarify. Our goal to minimize intrusion and impact on our property and to keep our operation as safe as possible for riders and horses seems once again on the verge of being ignored.

We would prefer to discuss and come to an agreement for a location for all wells plus any roads, pipelines, tanks, etc. before you stake another location without considering our input. Any access before we substantively discuss an acceptable location may again be wasted effort and money.

As many wells as possible on one pad minimizes surface impact and maximizes savings. All surface owners in Section 36 have indicated a goal of minimizing impact on their lands.

Your threat to involve the police to gain access did not help to create a good faith negotiation.

Sincerely,

Laura W. Chase and Mike Sutak

Called to Contex (303) 623-1523 on 11/3/08 823 am
Mailed to Contex 11/3/08



26 January 2009

11420 Milford Road

Elbert , Colorado 80106

To the Colorado Oil and Gas Commerce Commission:

My family and I have been involved with Three Day Eventing for over 30 years. It has always been a struggle to find places to practice jumping cross country courses. These courses are what makes Eventing different from other horse activities and they are very expensive and difficult to build and maintain. Not only do they need extensive acreage but the land owner must assure the safety of the jumps as well as the galloping path between jumps.

I live in the Black Forest area near Colorado Springs and know of only two facilities closer to me than Wendy Chase's. One is the Penrose Event Center—they do not maintain the jumps nor the path to the jumps (often the weeds are taller than the jumps) and there is never water in the water jump. In fact, the Three Day Event that was held there in the past has been moved. The other facility is open on a very limited basis and has very few jumps.

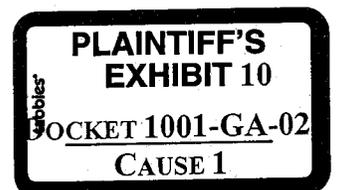
The last time a group of riders from this area schooled at Wendy's, we had a huge turnout in spite of the lengthy drive. Wendy's course is extremely well built, has many jumps for all levels and her water jump is the nicest in Colorado. I just cannot stress how rare it is to have a course of this caliber open to the public.

At a time when I see our Western heritage rapidly being overcome by out-of-control development, I honestly think it is wrong for the Commission to allow oil and gas activity on one of the few places left in Colorado where we can safely ride our horses at speed in open country.

Thank you for your attention.

Sincerely,


Jane Worrall





Written Statements Under Rule 510

Please use this form to submit all Rule 510 statements to the Colorado Oil and Gas Conservation Commission. Please fill out and make thirteen (13) copies and submit original and copies no later than the deadline for protests/interventions for the hearing on which this statement is being submitted (Rule 503.). These deadlines can be determined by accessing the appropriate hearing schedule from the home page. Statements received after the deadline will not be included in the record. Please mail your original statement and thirteen (13) copies to COGCC, Attention: Hearings Manager, 1120 Lincoln Street, Suite 801, Denver, Colorado 80203. In order to meet deadline you may email to DNR.OGCC@state.co.us and in the subject line, type: Protest/Intervention, or fax to (303) 894-2109, however, you must also submit your original and thirteen (13) copies. Statements must be sworn by signing at the bottom of the page and shall not exceed 2 pages in length. Statements that are not properly sworn will not be included in the record.

Name: Chelsea Zimmerman
Mailing Address: 2513 Montmorency Street, Fort Collins, CO 80526
Phone Number: (720)273-9680
E-Mail Address:
Cause Number: 1 Docket Number: 1001-GA-02

Statement

My statement is in the letter attached hereto
and my signature is below.

By signing this statement, I am verifying under oath that the information contained in it is true and correct.



Name: _____

Date: _____

12/28/09

Mike Sutak

MIKE SUTAK
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 02/24/2013

Chelsea Zimmerman
2513 Montmorency St.
Fort Collins, CO 80526

January 23, 2009

To the COGCC:

Wendy Chase's horse facility is of immense value to the horse people of Northern Colorado. Suitable cross country courses to school are becoming more and more obsolete. They require frequent maintenance, large capital investment, and vast land acreage, many or all of which the majority of people cannot afford.

The sport of eventing has had some recent issues relating to safety issues; this further emphasizes the importance of schooling and training on cross country courses in between competitions. I train several young horses that need time and miles, especially on cross country. I would like to be able to school the course at least monthly. The loss of Wendy's cross country course would prevent myself and others from being able to properly train horses, as it requires more money and hauling time to find other courses.

Drilling and monitoring an oil well on the property would present a huge safety issue. Horses are unpredictable and easily spooked by noises and large, foreign objects. Adding a safety issue such as an oil well near cross country jumps would negate any training opportunity provided by the course. Overall, moving forward on the project at Wendy Chase's facility would be highly detrimental to horse people in Colorado.

Sincerely,


Chelsea Zimmerman



Written Statements Under Rule 510

Please use this form to submit all Rule 510 statements to the Colorado Oil and Gas Conservation Commission. Please fill out and make thirteen (13) copies and submit original and copies no later than the deadline for protests/interventions for the hearing on which this statement is being submitted (Rule 503.). These deadlines can be determined by accessing the appropriate hearing schedule from the home page. Statements received after the deadline will not be included in the record. Please mail your original statement and thirteen (13) copies to COGCC, Attention: Hearings Manager, 1120 Lincoln Street, Suite 801, Denver, Colorado 80203. In order to meet deadline you may email to DNR.OGCC@state.co.us and in the subject line, type: Protest/Intervention, or fax to (303) 894-2109, however, you must also submit your original and thirteen (13) copies. Statements must be sworn by signing at the bottom of the page and shall not exceed 2 pages in length. Statements that are not properly sworn will not be included in the record.

Name: Anne Jennings

Mailing Address: 852 West Oak Court, Louisville, CO 80027-1020

Phone Number: (303)665-0155

E-Mail Address:

Cause Number: 1

Docket Number: 1001-GA-02

Statement

My statement is in the letter attached hereto
and my signature is below.

By signing this statement, I am verifying under oath that the information contained in it is true and correct.



Name: *Ane Jennings*
Date: *12/30/09*

Mike Satak
**MIKE SUTAK
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires 02/24/2013

January 20, 2009

To: Colorado Oil and Gas Commerce Commission
Re: Public Cross Country Course

Dear COGCC,

My daughter is in a national youth organization called the United States Pony Club. The kids in Pony Club work very hard to learn how to ride and to take care of their horses. They work on their horsemanship skills and test for 'levels of competence'. The traditional sport of Pony Club is Eventing, which is like a triathlon for horses. One of the three competitions is called Cross Country, where the horse and rider run a course of jumps in open terrain. With all of the residential and other development in Colorado, cross-country jumping courses have become scarce. These courses require quite a bit of space and the jumps are costly and time consuming to build. The kids and horses really need to practice for their competitions. I hope that the cross-country course at 8445 East County Road 14 in Loveland, Colorado can be preserved for people, including the pony club kids to use. This course meets the needs of many kids in the area. Pony clubs usually meet on a weekly schedule and would like to practice on a cross country course at least once a month. There are several pony clubs in the local area: Boulder Valley Pony Club (12 members), Centennial Pony Club (c. 45 members), Snowy Peaks Pony Club (c. 8 members) and a new club in Cheyenne Wyoming! These clubs serve the youth in our communities. The need for cross country courses is fundamental to the health of our youth organization.

Sincerely,


Anne Jennings

Vice Regional Supervisor of Instruction
Rocky Mountain Region, United States Pony Club

And mother of pony club and Boulder Valley Eventing Association Member, Meredith McCormick, age 15

January 30, 2009

SUBJECT: Wendy Chase's Cross Country Course

To the COGCC:

As a competitor in Three-Day Eventing for 10 years, it has always been a challenge to find a safe, suitable place to school cross country. Cross country is the backbone of our sport, yet every year there are fewer courses available for use. I realize that it is extremely expensive to build and maintain a cross country course. Not only does it require a large amount of acreage, but the jumps are constructed of solid, expensive materials. In addition to the initial expense, the maintenance costs, both in time and materials, are enormous. I have seen firsthand the hours of hard work that Wendy Chase puts in to maintain her course, not just for her own use, but for her fellow eventers to enjoy too. There are no other barns that I know of in the entire Rocky Mountain Region that have a facility anywhere near the quality of the one at Wendy's farm.

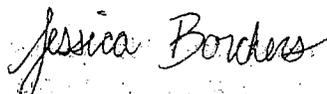
Competing in Three Day Eventing when you live in Colorado has always been a struggle. We haul long hours to compete (often 5 hours or more) and finding a well-built and well-maintained cross country course to school is a constant challenge. It is essential to have access to quality courses in order to be properly prepared for events. Wendy has been working on building her facility for as long as I've known her and has succeeded in providing the eventing community with one of the few places we have to school. One of the best features of Wendy's course is the water jump, which is one of the nicest I have ever seen in the entire country.

As a direct result of being able to practice on Wendy's cross country course, I know that my horse's performance at competitions has improved. Losing this beautiful facility would be a devastating loss to the eventing community and would adversely affect the preparation efforts of those who use her course for schooling.

Having a quiet, well-built, and well-maintained cross country course to school is an important part of practicing. With an oil well in constant operation, and oil and gas personnel having access to the facility at any time, horses can become easily distracted by the extra activity, and rider safety while using the course would be severely compromised. Please help us avoid this unnecessary hazard. Wendy is very careful to not allow vehicles on her property when anyone is jumping, which helps keep horses and riders safe.

COGCC, please do not allow Wendy's beautiful facility and cross country course to be destroyed by an oil well. The entire eventing community needs this course to stay open so that we may continue to use it to improve our skills and enjoy our pursuit of the sport of eventing.

Sincerely,



Jessica Borchers



January 30th, 2009

COGCC

Re: Chase property
8445 East County Rd 14
Loveland, Co 80534

Dear Commission Members,

I am writing to request consideration regarding the above property. We have been riding at this property twice a month, our 13 year old daughter & her horse have been receiving eventing training. We do not know Ms. Chase personally, access to this property is through our trainer Ms. Contino.

The course of jumps that are on this property are outstanding. Ms. Contino, whom has competed at the National level in eventing and so has seen many courses in her career, advised us before our first visit, that the water jump in particular "is the best west of the Mississippi". The variety of jumps, quality of construction (i.e. safety) are unrivaled anywhere in this region. This course even has international connections, just this past fall Ms. Chase hosted a clinic with a former Olympian from Ireland. Flying him here to teach was possible & practical because this course existed to teach on, a clinician of this caliber drew riders from a multi state area.

Our daughter has been riding through a youth, nonprofit organization called Pony Club (www.ponyclub.org) since 2001. In that time we have lost access to no less than 4 "cross country courses" through property sales, development etc. We depend on the generosity of land owners for access to courses for training our youth. We are quickly running out of places to train the next generation of eventing horse & rider. For those of you unfamiliar with eventing, it is an Olympic sport. The entire 2008 Olympic eventing team was made up of Pony Club graduates.

In developing this outstanding course on her property, Ms. Chase is bucking the current land use trend of eliminating these courses. In addition the liability & safety issues surrounding training young riders & their green horses lead many land owners to close their properties to the public, protecting themselves from litigation. Here again Ms. Chase is a stand out, willing to continue generous use & access to her property.

We ask that you as a commission will work to find a way to maintain this course as it exists today, and afford Ms. Chase the generosity she has shown to others, even those she does not know.

Sincerely,



Linda & Philip Cangilla
14614 Benton St.
Broomfield, Co 80020
303-466-4163



BEFORE THE COLORADO OIL AND GAS CONSERVATION COMMISSION

STATE OF COLORADO

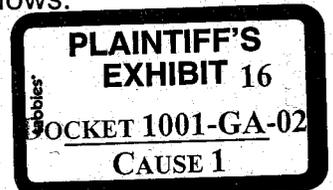
Cause No. _____

**AMENDED APPLICATION TO DESIGNATE FOR ORDER CREATING A
DESIGNATED OUTSIDE ACTIVITY AREA PURSUANT TO RULE 603.d
AND TO WITHHOLD APPROVAL OF DRILLING PERMITS
PURSUANT TO RULE 303.k**

Applicants Mike Sutak and Laura W. Chase, by and through undersigned counsel, hereby file this Amended Application to designate the Property as described in Exhibit "A" hereto as a "Designated Outside Activity Area" ("DOAA") pursuant to Oil and Gas Conservation Commission Rule 603.d, and to withhold the issuance of any drilling permits on the Property pursuant to Rule 303.k. In support of their Amended Application the Applicants state the following:

Amended Application for Designated Outside Activity Area

1. The original Application in this matter was filed on November 7, 2008. The cause was docketed, and then it was removed from the Commission's docket while the parties attempted to resolve their differences. See Exhibit "B" hereto (partial attachments only). Those efforts have been unsuccessful, as the operator Magpie Operating, Inc. ("Magpie") has continually rejected Applicants' invitation to "meet and confer" in regards to their request to drill on Applicants' Property.
2. The Applicants are the fee surface owners of the Property, and operate a three-day event boarding, training and competition facility for horses and riders on it.
3. The Property for which the DOAA is requested has been developed specifically and exclusively for equestrian training and competition over a period of about 13 years. It is currently owned and managed by Applicants under the name of Moqui Meadows.



4. The Property is a 77.32 acre parcel located in Larimer County, Colorado. A map of the area depicting the boundaries of Applicants' property is attached hereto and incorporated herein by this reference as Exhibit "C". Facilities at the Property include, but are not limited to: barns, stables, indoor and outdoor arenas, outside cross-country courses, show jumping courses, instruction areas and related facilities. The Property is located at 8445 East County Road 14, Loveland, Colorado 80534 and is in the Johnson's Corner Field, J Sand, Niobrara-Codell Formations, Larimer County, Colorado.

5. The Property is heavily used by residents of, and nonresident visitors to, Colorado. It is one of the few equestrian facilities in the area that is capable of hosting three-day and cross-country events. Annual visitation in 2009 has exceeded the requirements of the DOAA rule.

6. The effort and expense that has been required over the years to make Moqui Meadows suitable for its intended equestrian purposes cannot be overstated. Well over \$1.2 million has been invested in the Property to contour the land, build berms and banks, construct jumps, water facilities, barns, stables and arenas. Vehicles have not been allowed on the Property, except on designated roadways around the house and the hay barn. The tracks on the majority of the Property are maintained with special footing and are conditioned as horse galloping tracks so vehicles are not allowed on them except on an extremely limited basis. Rocks and other possible hazardous impediments have been removed by hand, and continue to be removed on almost a daily basis. Because the Property has been used solely for equestrian purposes for many years, the soil has become relatively soft and suitable for training and for staging professional-grade equestrian events. Allowing motor vehicles, heavy equipment, drilling rigs, and other related traffic on the Property will destroy years of painstaking effort and prevent it from being used for its current and intended purposes.

7. Aside from irreparable and irreversible damage to the terrain, the equestrian courses cannot be used for equestrian purposes if oil and gas wells and related surface facilities are placed thereon. This type of horse competition and training involves rider and horse traveling at high speeds and accomplishing intricate jumps, turns and other maneuvers. Three-day eventing is an Olympic event and is the sport during which actor Christopher Reeve was paralyzed. Oil and gas equipment would pose a substantial risk of serious injury or death to the horses and their riders.

8. The 100 Series Definitions of the Oil and Gas Conservation Commission Rules provides that a DOAA is a "well defined outside area (such as a playground, recreation area, outdoor theater, or other place of public assembly) that is occupied by twenty (20) or more persons on at least forty (40) days in any twelve (12) month period or by at least five hundred (500) or more people on at least three days in any twelve (12) month period." See Oil and Gas Conservation Commission Rules and Regulations "Definitions" (100 Series), 2 CCR 404-1. Moqui Meadows qualifies as a well-defined outside area where public usage satisfies the requirements for its designation as a DOAA.

9. Oil and gas development activity, which is otherwise subject to regulation by the Oil and Gas Conservation Commission, has been proposed on the Property by Magpie. That development activity would adversely impact and endanger public health, safety and enjoyment of the Property. Oil and gas development activity would greatly increase the risk of injury or death to both riders and horses.

10. Pursuant to Oil and Gas Conservation Commission Rule 603.d, and upon application and hearing, the Oil and Gas Conservation Commission is authorized to determine the appropriate boundaries and setbacks and other regulatory requirements applicable to oil and gas development in proximity to a DOAA. Because the Property is not compatible with oil and gas

development, Applicants request pursuant to Rules 603.d and 303.k, and C.R.S. §34-60-106(2)(d) that no drilling permits should be issued for the Property.

The Proposed Operations are Contrary to the Lease and its Bond Requirements.

11. Paragraph 9 of the Lease (attached as Exhibit "D" hereto) that covers the Property restricts the lessee's operations, stating that there shall be "[n]o exploration, drilling or production operation, including permanent installations, [] within 200 feet of any building or other improvement, including water, well or reservoir, without the written permission of the owner of said improvements." The Property has been transformed by Applicants' efforts from raw land to a developed equestrian facility. Like a playground, golf course, or park the entire Property is an "improvement", based upon the amount of effort that has been invested in putting course structures, *i.e.* horse jumps and other facilities, on the Property and assuring that the terrain is soft and suitable for cross-country riding.

12. Applicants' request for a DOAA status is supported by paragraph 9 of the Lease, in that any oil and gas operations on the Property would damage the improvements to the Property, including riding courses that have been established throughout the Property.

13. Further, paragraph 10 of the Lease also limits the lessee's operations and states:

Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops, water wells, reservoirs, or improvements caused by lessee's operations on said lands. It is agreed and understood that no operation shall be commenced on the lands hereinabove described unless and until the lessee or his assignee shall have filed a good and sufficient bond with the lessor in an amount to be fixed by the lessor, to secure the payment of such damages to the surface of the land, livestock, growing crops, water or improvements as may be caused by lessee . . .

Magpie's statewide bond will be insufficient to compensate Applicants for damages from its operations on the Property, which will essentially destroy it as an equestrian facility. Applicants

have invested well over \$1.2 million and over 15 years in the facilities for the Property, not including labor to build all the jumps, machinery costs to build the banks, ditches, hills, and other land contours, and the time it has taken to build good will and reputation, and to advertise the facility.

14. If operations are permitted on the Property, Applicants request that the Commission require the operator to post a bond of no less than \$2 million, payable to Applicants in accordance with paragraph 10 of the Lease.

WHEREFORE, Applicants respectfully request that the Oil and Gas Conservation Commission set the Application for hearing, that the Oil and Gas Conservation Commission designate the Property as a Designated Outside Activity Area and otherwise establish minimum setbacks and other regulatory requirements applicable to oil and gas development in proximity to the Property that are sufficient to protect the Property, as well as the public's use and enjoyment of the Property, and that no drilling permits be issued with regard to the Property. In the alternative, if operations are permitted on the Property, Applicants request that operator's bond be set at a level which will fully compensate Applicants for damages to their Property, in an amount to be proven at any hearing in this matter. Applicants further request such other relief as the Commission determines to be just and appropriate.

DATED this 17th day of November, 2009.

Respectfully submitted,

PHILLIP D. BARBER, P.C.

By: 

Phillip D. Barber (#9623)

1675 Larimer, Ste. 620

Denver, CO 80202

Telephone: 303-894-0880

Facsimile: 720-904-5755

E-mail: phillipbarber@aol.com

Attorney for the Applicant

VERIFICATION

I, Laura W. Chase, one of the Applicants, hereby certifies that the facts asserted in this Application are true and correct to the best of my personal knowledge.

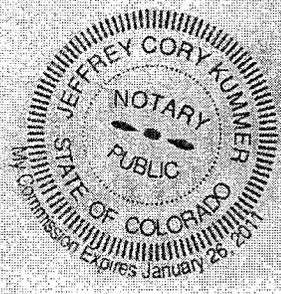
Laura W. Chase
Laura W. Chase

STATE OF COLORADO)
) ss:
County of Larimer)

SUBSCRIBED AND SWORN to before me this 17 day of November, 2009, by Laura W. Chase.

Jeffrey Cory Kummer
Notary Public

My Commission Expires: JANUARY 26, 2011



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **AMENDED APPLICATION TO DESIGNATE FOR ORDER CREATING A DESIGNATED OUTSIDE ACTIVITY AREA PURSUANT TO RULE 603.d AND TO WITHHOLD APPROVAL OF DRILLING PERMITS PURSUANT TO RULE 303.k**, has been mailed this 17th day of November, 2009 to the following entities that require notice of such filing:

Colorado State Board of Land Commissioners
1313 Sherman Street, Room 621
Denver, CO 80203

Magpie Operating, Inc.
2707 South County Road 11
Loveland, CO 80537

Robert Cline
Contex Energy Company
621-17th Street, Ste. 1020
Denver, CO 80293-2501

Richard G. Olona, Esq.
Olona & Associates, P.C.
7472 S. Shaffer Lane, Ste. 130
Littleton, CO 80127-7406

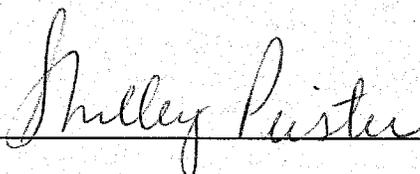


EXHIBIT "A"

Parcel I:

That portion of the W1/2 of the SE1/4 of Section 36, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado described as follows:

Considering the West line of said SE1/4 of Section 36, as monumented with a #6 rebar 30" long with a 2-1/2" aluminum cap L.S. #17662 at the Center of Section and at the South Quarter Corner of said Section 36, as bearing North 00° 07' 33" East and with all bearings contained herein relative thereto.

Beginning at said South Quarter Corner of Section 36; thence along said West line of the Southeast Quarter North 00° 07' 33" West 1256.52 feet to the True Point of Beginning; thence continuing along said North line North 00° 07' 33" West 1384.69 feet to the Center Quarter Corner of said Section 36; thence along the North line of said West half of the Southeast Quarter North 89° 57' 52" East 1328.94 feet to the East line of said West half of the Southeast Quarter North 89° 57' 52" East 1328.94 feet of the East line of said West Half of the Southeast Quarter of Section 36; thence along said East line South 00° 03' 29" West 1396.43 feet; thence North 89° 31' 40" West 1324.53 feet to the True Point of Beginning. Containing 42.352 acres more or less.

Parcel II:

That portion of the W1/2 of the SE1/4 of Section 36, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado, described as follows:

Considering the West line of said Southeast Quarter of Section 36, as monumented with a #6 rebar 30" long with a 2-1/2" aluminum cap L.S. #17662 at the Center of Section and at the South Quarter Corner of said Section 36, as bearing North 00° 07' 33" East and with all bearings contained herein relative thereto.

Beginning at said South Quarter Corner of Section 36; thence along said West line of the Southeast Quarter Corner North 00° 44' 33" East 1256.52 feet; thence South 89° 31' 40" East 1324.53 feet to the East line of said West Half of the Southeast Quarter of Section 36; thence along said East line South 00° 03' 29" West 573.99 feet

to the North line of that certain parcel of land as described at Reception No. 96035630, records of said county; thence along said North line and the West line of said parcel of land South 89° 49' 18" West 175.00 feet and again South 00° 03' 30" West 668.00 feet to the South line of said Southeast Quarter of Section 36; thence along said South line South 89° 49' 18" West 457.25 feet to the North Quarter Corner of Section 1, Township 4 North, Range 68 West of the 6th P.M.; thence continuing along said South line South 89° 51' 49" West 688.22 feet to the True Point of Beginning. Containing 35.247 acres more or less.

Both of these parcels are in the Johnson's Corner Field; J Sand, Niobrara-Codell Formations; Larimer County, Colorado.

Phillip D. Barber, P.C.

1675 Larimer Street, Ste. 620
Denver, Colorado 80202
Telephone: 303-894-0880
Facsimile: 720-904-5755
E-mail: Phillipbarber@aol.com

October 21, 2009

Via E-Mail

Richard G. Olona, Esq.
Olona & Associates, P.C.
7472 South Shaffer Lane, Ste. 130
Littleton, CO 80127-7406

Re: Moqui Meadows/Magpie Operating matter

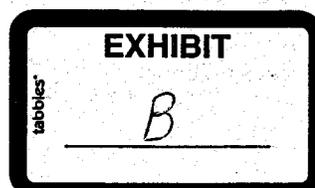
Dear Mr. Olona:

I wanted to respond to your October 15, 2009 e-mail to me. Among other things, you asked "whether Ms. Chase will agree to allow access to the survey crew without interference of any kind."

As you know, the Property to which your client seeks access is operated by my clients exclusively as an equestrian facility, which includes barns, stables, indoor and outdoor arenas, cross country courses, show jumping courses, and instruction areas. Ms. Chase and Mike Sutak have previously submitted their "Application for Order Creating a Designated Outside Activity Area Pursuant to Rule 603.d and to Withhold Approval of Drilling Permits Pursuant to Rule 303.k" ("Application"), a copy of which was served upon your client in November 2008. For your convenience, I have attached a copy of the Application to this letter. Having received no response to the Application, and having not heard from you for many months, my clients deferred proceeding with the hearing on their Application in the hopes that some resolution could be reached in this matter.

It is my clients' position that the pending Application prevents the lessee from entering the Property for any purpose relating to exploration or production, until the Application has been considered by the Colorado Oil and Gas Conservation Commission ("COGCC"). Even limited entry on the Property for purposes other than equestrian use could damage the Property and its viability.

Z:\Sutak\olonaltr.3.wpd



Richard G. Olona, Esq.
October 21, 2009
Page 2

Further, I call your attention to the case of *Gerrity Oil & Gas Corporation v. Magness*, 946 P.2d 913 (Colo. 1997). In *Gerrity*, the Colorado Supreme Court articulated the "accommodation doctrine" and held that an operator commits trespass if its use of the surface is not reasonable and necessary to the development of the mineral interest. The Court required the operator to accommodate the surface owner to the "fullest extent possible". *Id.* at 927. Subsequently, the Colorado General Assembly codified the holding in *Gerrity* in C.R.S. §34-60-127, which provides that "[a]n operator shall conduct oil and gas operations in a manner that accommodates the surface owner by minimizing intrusion upon and damage to the surface of the land." C.R.S. §34-60-127(1)(a). "Minimizing intrusion upon and damage to the surface" is defined in the statute to mean "selecting alternative locations for wells, roads, pipelines, or production facilities, or employing alternative means of operation, that prevent, reduce, or mitigate the impacts of oil and gas operations on the surface, where such alternatives are technologically sound, economically practicable, and reasonably available to the operator." C.R.S. §34-60-127(1)(b). Simply demanding to come on the Property "without interference of any kind" does not satisfy Magpie's obligation of accommodation to my clients.

Finally, my clients have invited the operator to discuss accommodation with them. On October 31, 2008, my clients sent a letter to Robert Cline of Contex Energy Company, who apparently is affiliated with Magpie. A copy of that letter is attached. The letter stated that they "would prefer to discuss and come to an agreement for a location for all wells plus any roads, pipelines, tanks, etc. before you stake another location without considering our input." The holding in *Gerrity*, C.R.S. §34-60-127, and the COGCC regulations require the operator to "meet and confer" in good faith with the surface owners. *See* COGCC Rule 306.

My clients would be willing to meet with a representative of Magpie to discuss potential locations for wells and associated facilities which recognize and accommodate their long-established use of the Property. If your client is interested, please let me know and we can arrange for a time for the parties to meet.

Sincerely,

PHILLIP D. BARBER, P.C.

Phillip D. Barber

PDB/sfp
Enclosures

cc: Mike Sutak and Wendy Chase (w/enc.)

October 31, 2008

Robert Cline
Contex Energy Company
621 17th Street, Suite 1020
Denver, CO 80293-2501

Dear Mr. Cline:

To follow up on our phone conversation on Friday, October 30, 2008 concerning the phone message you left requesting access to our property (the west half of the southeast quarter of Section 36, Township 5 North, Range 68 West), the middle through the end of the coming week will not work for us and access from November 5 through November 9 is denied.

Your letter concerning access did arrive late Friday in the mail but it indicates you only intend to re-survey a location for your proposed State-Chase 33-36 well. There is nothing in your letter to indicate why it is necessary to resurvey an existing stake. Please clarify. Our goal to minimize intrusion and impact on our property and to keep our operation as safe as possible for riders and horses seems once again on the verge of being ignored.

We would prefer to discuss and come to an agreement for a location for all wells plus any roads, pipelines, tanks, etc. before you stake another location without considering our input. Any access before we substantively discuss an acceptable location may again be wasted effort and money.

As many wells as possible on one pad minimizes surface impact and maximizes savings. All surface owners in Section 36 have indicated a goal of minimizing impact on their lands.

Your threat to involve the police to gain access did not help to create a good faith negotiation.

Sincerely,

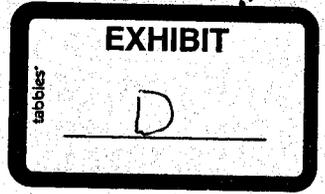
Laura W. Chase and Mike Sutak

Filed to Contex (303) 623-1523 on 11/3/08 823 am
mailed to Contex 11/3/08



Get Google Maps on your phone
Text the word "GMAPS" to 466453





COLORADO OIL AND GAS LEASE No. OG 77/2130 S

Land Fund: School
containing 640.00 ~~640.00~~ ~~320.00~~ acres, more or less:

THIS LEASE AGREEMENT, Dated this 21st day of September, A.D. 1977,
made and entered into by and between the STATE OF COLORADO, acting by and through the STATE BOARD OF
LAND COMMISSIONERS, party of the first part and hereinafter called the "lessor", and
Carl V. Smith ASSIGNED
11332 W. 31st Place, Lakewood, Colorado 80215
party of the second part, hereinafter called the "lessee":

WITNESSETH

THAT WHEREAS, The said lessee has applied to the State Board of Land Commissioners for an oil and gas lease covering the land herein described, and has paid a filing fee in the amount of \$ 9.50, plus a bonus consideration of \$ 8600.00 fixed by the lessor as an additional consideration for the granting of this lease, and

WHEREAS, All of the requirements relative to said application have been duly complied with and said application has been approved and allowed by the State Board of Land Commissioners;

THEREFORE, For and in consideration of the premises, as well as the payment of rentals hereinafter provided for, and of the covenants and agreements hereinafter contained, on the part of the lessee to be paid, kept and performed, the said lessor has granted and demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee for the sole and only purpose of exploration, development and production of oil and gas, or either of them, thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by the lessor under the terms of this lease, together with rights of way, easements and servitudes for pipe lines, telephone and telegraph lines, tanks and fixtures for producing and caring for such products, and housing and boarding employees, and any and all rights and privileges necessary for the economical operation of said land for oil and gas, with right to the use of all otherwise unappropriated water from said lands, but not from lessor's water wells or reservoirs, and with the right of removing either during or within six (6) months after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, subject, however, to the conditions hereinafter set out, the following described land situated in the county of Larimer, State of Colorado, and more particularly described as follows:

DESCRIPTION OF LAND	SECTION	TOWNSHIP	RANGE
<u>All E/2* All**</u>	<u>36</u>	<u>5-North</u>	<u>68-West</u>

*PARTIAL ASSIGNMENT, 320.00 acres, W/2, to Skaer Enterprises, Inc. Lease No. 87/4164-S issued, effective 05/18/87.

**Full Assignment and consolidation of Lease No. 87/4164-S and 77/2130-S to Skaer Enterprises, Inc., Assignment effective 08/28/87; Consolidation per Board Order No. 87-322, dated 08/31/87

Surface Patents: (#3433 NE/4; #5479 S/2NW/4)
#3104 (SE/4); #3433 N/2NW/4; #5479 S/2NW/4
#3103 SW/4

TO HAVE AND TO HOLD Said land, and all the rights and privileges granted hereunder, to and unto the lessee for a primary term of five (5) years from the hour of twelve o'clock noon on the date hereof, and so long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or the lessee is diligently engaged in bona fide drilling or reworking operations on said land. Drilling or reworking operations shall be deemed to be diligently performed if there is no delay or cessation thereof for a greater period than thirty consecutive days unless an extension in writing is granted by lessor. Provided that such drilling or reworking operations are commenced during said primary term or any extension thereof or while this lease is in force by reason of production of oil and gas or either of them, or that such reworking is commenced immediately upon cessation of production for the purpose of re-establishing the same, and provided further that such production is commenced during such primary term or any extension thereof, or while this lease is in force by reason of such drilling or reworking operations or other production.

In consideration of the premises, the parties covenant and agree as follows:

1. During the primary term hereof lessee shall pay to lessor an annual rental of \$ 320.00 ~~640.00~~ ~~640.00~~, computed at the rate of \$ 1.00 per acre or fraction thereof of the lands covered hereby, and in the event that, upon the expiration of said primary term, this lease is extended for an additional term of five (5) years as provided for in Paragraph 15 hereof, lessee shall during said extended period pay to the lessor an annual rental at the rate above specified for the lands covered hereby. Extension of the term of this lease solely by discovery and production of oil or gas as in the preceding paragraph provided, shall not operate to increase the rentals payable under this paragraph; that is to say, the rental in effect at the time of discovery and production shall not be increased by reason of extension of the term of this lease by reason only of such production, but annual rentals in such amount shall be paid during the remaining life of this lease. The rentals as above provided shall be paid annually in advance on or before each anniversary of the date of this lease.

2. Except for oil and gas used on the leased premises for development and production or that unavoidably lost, the lessee shall pay the lessor as royalty, in addition to the rentals provided in this lease, the following:

- (a) On oil, one-eighth of the oil produced and saved from the leased premises:
At the option of lessor, lessor may take its royalty oil in kind, in which event lessee shall deliver such royalty oil to lessor on the leased premises, free of cost or deduction, into the pipe lines or storage tanks designated by lessor, but lessee shall not in such case be required to provide free tankage for any such oil for a longer period than one month after the same is run into tanks.

When paid in cash, the royalty shall be calculated upon the reasonable market value of the oil at the well which shall not be deemed to be less than the price actually paid or agreed to be paid to the lessee at the well by the purchaser thereof; and in no event shall the royalties be based upon a market value at the well less than the posted price in the field for such oil, or in the absence of a posted price in the field for such oil, upon a market value at the well less than the prevailing price received by other producers in the field for oil of like grade and gravity at the time such oil is run into pipelines or storage tanks.

- (b) On gas, including casinghead gas or other gaseous substance, one-eighth of the reasonable market value at the well or of the price received by lessee at the well, whichever is greater, of all gas produced from the leased premises and sold or utilized by lessee. Where gas is sold under a contract that has been approved by lessor, the reasonable market value of such gas for determining the royalties payable hereunder shall be the price at which such gas is sold under such contract; provided, however, that no approval by lessor of the terms of any such agreement shall operate to make lessor a party thereto or obligate it in any way except as herein provided, and lessee agrees to save lessor harmless from any such obligation.
- (c) All costs of marketing the oil and/or gas produced shall be borne by the lessee and such costs shall not directly or indirectly reduce the royalty payments to the lessor.

3. Lessee agrees to make a monthly production report of the production on the leased premises covering the preceding month, which report shall be filed with lessor on or before the last day of each month, and shall be accompanied by full settlement for all royalties due the lessor for such preceding month under this lease; lessee further agrees to keep and to have in possession, books and records showing the production and disposition of all oil and gas produced from the leased premises and to permit the lessor or its agents, at all reasonable hours, to examine the same. Royalties due under this lease shall be calculated on actual tankage measurements, unless the same are shown to be incorrect, or a more accurate means of measurement is provided.

4. The lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the lessee, lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

5. All payments due hereunder shall be made on or before the day such payment is due, and this lease shall not be in effect until lessor has received for the initial rental, the cash or cash proceeds of any checks therefor regardless of the date of this lease. Nothing in this paragraph shall be construed to extend the expiration of the primary term hereof beyond five (5) years from the date hereof.

6. The lessee, with the written consent of the lessor, shall have the right to assign this lease as to the entire leasehold interest of such lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment, and for approval of such assignment the lessor may make an assignment charge in the amount set forth in the current regulations issued by the Board. No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If any assignment of a portion of the lands covered hereby shall be approved, a new lease shall be issued to the assignee covering the assigned lands, containing the same terms and conditions as this lease, and limited as to term as this lease is limited, and the assignor shall be released and discharged from all further obligations and liabilities, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease. Although not binding on the State Board of Land Commissioners as heretofore stated, all instruments of every kind and nature whatsoever affecting this lease should be filed in the records of the Mineral Department of the State Land Board.

7.

(a) Lessee agrees to reasonably protect the leased premises from drainage by offset wells located on adjoining lands not owned by lessor, when such drainage is not reasonably compensated for by counter-drainage. It shall be presumed, for the purpose of this lease, that the production of oil and gas from offset wells results in drainage from the leased premises, unless lessee demonstrates to lessor's satisfaction by engineering, geological, or other data, that production from such offset well does not result in such drainage, or that the drilling of a well or wells on leased premises would not accomplish the purposes of protecting the deposits under leased premises. The Board's decision as to the existence of such drainage shall be final, and lessee shall comply with the Board's order thereon or, in lieu thereof, surrender this lease as to any such undeveloped acreage as designated by the Board.

(b) Upon discovery of oil and gas on the leased lands, lessee shall with reasonable diligence proceed to develop said premises at a rate and to an extent commensurate with the economic development of the field in which the leased lands lie.

(c) The terms and conditions of this Paragraph 7 and of this lease shall be performed and exercised subject to all laws, regulations, orders, local ordinances or resolutions applicable to and binding upon the administration of grant lands owned by the State of Colorado.

(d) In the event lessor permits the lands herein leased to be included within a unitization agreement, the terms of this lease and the operation of this Paragraph 7 shall be deemed to be modified to conform to such unitization agreement. When only a portion of the lands under this lease is committed to a unit, the lessor may segregate the lands and issue a separate lease for each portion and the terms of the lease on that portion included in the unit shall be deemed to be modified to conform to such unit agreement.

8. Lessee shall, subject to applicable laws, regulations and orders binding upon the administration of State lands, operate and produce all wells upon the leased premises so long as the same are capable of producing in paying quantities, and shall operate the same so as to produce at a rate commensurate with the rate of production of wells on adjoining lands within the same field and within the limits of good engineering practice, except for such times as there exist neither market nor storage therefor, and except for such limitations on or suspensions of production as may be approved in writing by lessor. If lessee shall complete a well on the leased lands productive of gas only and lessee is unable to produce such gas due to lack of suitable market therefor, lessor may grant lessee suspension of his obligations to produce hereunder until a suitable market for such gas can be found and during any such suspension period, it shall be deemed that gas is being produced hereunder in paying quantities.

9. The lessee agrees to notify the lessor of the location of each well before commencing drilling thereon. No exploration, drilling or production operation, including permanent installations, shall be within 200 feet of any building or other improvement, including water well or reservoir, without the written permission of the owner of said improvements. Lessee shall keep a correct log of each well drilled hereunder, showing by name or description the formations passed through, the depth at which each formation was reached, the number of feet of each size casing set in each well, where set, and the total depth of each well drilled. Lessee, within thirty (30) days after the completion or abandonment of any well drilled hereunder, shall file in the office of the State Board of Land Commissioners, at Denver, Colorado, a complete and correct log of such well, together with a copy of the electric log and the radioactivity log of the well when such logs, or either of them, are run, and also a copy of all drill stem test results, core records and analyses, record of perforations and initial production tests, if any. If any of the information required by this paragraph is contained in reports required to be filed with the Oil and Gas Conservation Commission of Colorado, the requirements of this paragraph for such information will be satisfied by the filing, with the Oil and Gas Conservation Commission, of extra copies of such reports as is required by Paragraph 15 hereof.

10. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops, water wells, reservoirs, or improvements caused by lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the lessee or his assignee shall have filed a good and sufficient bond with the lessor in an amount to be fixed by lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops, water or improvements as may be caused by lessee or his assignee's operations of said lands and also compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining. When requested by lessor, lessee shall bury pipe lines below plow depth. Lessee shall set and cement sufficient surface casing to protect the fresh water wells of the area.

11. The lessee shall not remove any machinery or fixtures placed on said premises, other than drilling equipment, nor draw the casing from any well unless and until all payments and obligations currently due the lessor under the terms of this agreement shall have been paid or satisfied.

12. Should lessee discover any valuable products other than oil, gas, gasoline, casinghead gas or other hydrocarbons on or within the leased premises, lessee shall within seven (7) days report such discovery to lessor, and lessee shall have no right thereto because of such discovery; provided, that the terms — oil, gas or gasoline — shall not be deemed to include any substance over which the United States Government assumes exclusive control.

13. If lessee shall initiate or establish any water right, the point of surface diversion or ground water withdrawal of which is on the leased premises, such right shall, if the surface rights of said premises are owned by lessor, become property of lessor, without cost, at the termination of the lease.

14. Upon failure or default of the lessee or any assignee, to comply with any of the provisions or covenants hereof, the lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so claimed, or possessed, by the lessee or assignee so defaulting, but shall not extend to nor affect the rights of any lessee or approved assignee claiming lands segregated by assignment from this lease; provided, that in the event of any such default or failure to comply with any of the terms and conditions hereof, lessor shall, before any such cancellation shall be made, send by certified mail to the lessee or assignee so defaulting, to the postoffice address of said lessee or assignee, as shown by the records of lessor, a notice of intention to cancel for such default, specifying the same, and if within thirty (30) days from the date of mailing said notice, the said lessee or assignee shall have paid all rents or royalties in default, and shall have begun in good faith to correct such other default as may have been specified, and shall thereafter diligently prosecute the correction of such default, there shall not be a cancellation therefor. If such default is not corrected, or correction thereof is not begun in good faith as hereinabove required, within thirty (30) days after the mailing of such notice, this lease will terminate and be cancelled by operation of this paragraph without further action by lessor, or further notice to lessee.

15. If the lessee shall have failed to make discovery of oil and gas or either of them in paying quantities during the primary term hereof, or during drilling operations commenced during the primary term hereof, the lessee may make written application to lessor to extend this lease for an additional term of five years as to all of the land covered hereby (excluding any lands theretofore surrendered as in Paragraph 4 provided, or assigned as in Paragraph 6 provided) and the making of such extension shall be at the option of lessor.

16. Lessee will comply with all statutory requirements, and all rules and regulations of the Oil and Gas Conservation Commission of Colorado applicable to the administration of State owned lands, or to the development and production of oil and gas thereon, and will furnish to the Oil and Gas Conservation Commission extra copies of all reports of any kind or nature that are required by said laws, rules and regulations to be furnished to the said Oil and Gas Conservation Commission of Colorado.

17. "Paying quantities" as used herein shall mean and refer to quantities of oil and gas or of either of them sufficient to pay for the current cost of producing same.

18. If lessor owns a lesser interest in the oil and gas deposits of the above described land than the entire and undivided fee simple estate, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which its interest bears to the whole and undivided fee.

19. The benefits and obligations of this lease shall inure to and be binding upon the heirs, legal representatives, successors or assigns of the lessee; but no sub-lease or assignment hereof, or of any interest herein, shall be binding upon lessor until the same has been approved by it as provided for in Paragraph 6 hereof.

IN WITNESS WHEREOF, The party of the first part has hereunto signed and caused its name to be signed by the STATE BOARD OF LAND COMMISSIONERS, with the seal of the office affixed, and the lessee has signed this agreement, the day and year first above written.

Recommended:

Mineral Director

STATE BOARD OF LAND COMMISSIONERS

By Rayna Rogers President

By James Seal Register

By Robert J. McPherson Engineer

Paul Smith

COLORADO STATE BOARD OF LAND COMMISSIONERS
ASSIGNMENT RECORD

FULL X PARTIAL ASSIGNMENT OF LEASE NO. 77/2130-S

1. In consideration of One dollar (\$1.00) and other valuable consideration Pease Oil and Gas Company
(Assignor, please print or type)
2. the within named lessee(s), does (do) hereby assign, transfer and (or) sell all rights, title, interest and (or) claim in and
3. to this lease in its entirety, or namely the of the Section,
(No. of acres m/l) (Subdivision of Section)
4. ~~Township and Range described in this lease~~, unto MAGPIE OPERATING, INC. whose
(Assignee, please print or type)
5. address is 11138 WILD HORSE PEAK LITTLETON CO 80127
(Street, Building or P. O. Box No.) (City) (State) (Zip)

who will be the new lessee of record for all, or that part of this lease above described, to have, hold and enjoy all rights and covenants of this lease and who will accept and abide by all laws, rules, regulations and responsibilities pertinent

8. to and (or) contained herein and in said lease henceforth from 12:00 noon on this 30th day of September, A.D., 1998,
but effective as of October 1, 1998.

9. Willard Pease, Jr.
(Signature of Assignor)

10. Willard Pease, Jr.
President
(Seal or Authority)



11. Signed and acknowledged before me this 30th day of September, A.D., 1998.

12. My commission expires 3-28-2002, A.D., .

Richard Lopez
NOTARY PUBLIC

13. James M. Warm
(Signature of Assignee)

14. James M. Warm
President
(Seal or Authority)

Signed and acknowledged before me this 30th day of September, A.D., 1998.

16. My commission expires , A.D., .

NOTARY PUBLIC

APPROVAL OF ASSIGNMENT

This assignment approved by order of the State Board of Land Commissioners this 9th day of June, A.D., 1999.

Recommended
Bobbie Kalnalouski
MINERALS SECTION

Mark D. ...
MINERALS DIRECTOR



PLANNING AND BUILDING SERVICES DIVISION

P.O. Box 1190
Fort Collins, Colorado 80522-1190
Planning (970) 498-7683 Building (970) 498-7700
Planning Fax (970) 498-7711 Building Fax (970) 498-7667
<http://www.larimer.org/planning>

January 12, 2009

Mr. Robert Clim
Contex Energy Company
621 17th Street
Denver, CO 80293

RE: Parcel ID Numbers 85360-00-011 & 85360-00-003, Section 36, Township 5 North,
Range 68 West of the 6th P.M.

Dear Mr. Clim,

The properties identified by Larimer County Parcel ID Numbers 85360-00-011 & 85360-00-003 are located in unincorporated Larimer County and are zoned FA – Farming.

Parcel ID Number 85360-00-011 has a street address of 8445 E. County Road 14 and is 35.25 acres in size. It contains a single-family home and a number of agricultural accessory buildings. A summary of the building permit on record can be found on the attached Code Compliance Section Records Review Certificate.

Parcel ID Number 85360-00-003 is 42.5-acres in size and is directly north of the property at 8445 E. County Road 14. There are no building permits on record for the 42.5 acre parcel. Both parcels appear to contain land in agricultural production.

The current residential and agricultural uses on the properties are allowed by right in the FA zoning district.

A private riding area was constructed on the property at 8445 E. County Road 14 in 2006. An affidavit was recorded with the Larimer County Clerk & Recorder's Office (under reception number 2006-0066249) stipulating:

Use of the riding arena shall be accessory to the agricultural/residential use on the property and shall be used as allowed by the Larimer County Land Use Code. It shall not be used for shows, rodeos or other public assembly type uses or any other commercial uses unless and until proper county approval is granted for such uses. This affidavit specifically does allow for and anticipate that the facility may be used by the landowner for up to four 3-day clinics per year.

According to your letter, the property owner has petitioned the Colorado Oil and Gas Conservation Commission to have the property designated as a Designated Outdoor Activity Area which is defined as a "well defined outside area (such as a playground, recreation area, outdoor theater, or other place of public assembly) that is occupied by

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twenty (20) or more persons on at least forty (40) days in any twelve (12) month period or by at least five hundred (500) or more people on at least three days in any twelve (12) month period.”

The riding arena is currently allowed to operate as stipulated in the affidavit. The property owner has the ability to apply for a Special Review process to establish a commercial boarding stable or riding academy but to date has not done so. Other potential uses in the FA zoning district can be found in Section 4.1.1.A of the Larimer County Land Use Code (attached). The property owner would have to identify the intensity of any proposed use in their application materials. Special Review applications require public hearings with the Planning Commission and the Board of County Commissioners with the Board having final decision-making authority.

The Colorado Oil and Gas Conservation Commission must make the decision as to whether or not to designate the property as a Designated Outdoor Activity Center given the current and potential uses on the property. Larimer County does not wish to either support or oppose the proposed designation.

Should you require any additional information you can contact me at 970-498-7720 or mwhitley@larimer.org.

Sincerely,



Michael Whitley
Planner II, Larimer County

Cc: Laura Chase



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<http://www.larimer.org/planning>

January 6, 2010

Mr. Robert Clim
Contex Energy Company
621 17th Street
Denver, CO 80293

RE: Parcel ID Numbers 85360-00-011 & 85360-00-003, Section 36, Township 5 North,
Range 68 West of the 6th P.M.

Dear Mr. Clim,

I wrote you a letter (attached) regarding the property at 8445 E. County Road 14 on
January 14, 2009.

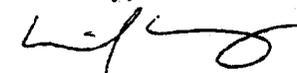
I was recently made aware of a typo in that letter. In the fifth paragraph, the word "area"
should have been "arena." The paragraph was intended to read:

A private riding arena was constructed on the property at 8445 E. County Road 14 in
2006. An affidavit was recorded with the Larimer County Clerk & Recorder's Office
(under reception number 2006-0066249) stipulating:

Use of the riding arena shall be accessory to the agricultural/residential use on the
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Should you require any additional information you can contact me at 970-498-7720 or
mwhitley@larimer.org.

Sincerely,


Michael Whitley
Planner II, Larimer County

Cc: Laura Chase



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January 12, 2009

Mr. Robert Clim
Contex Energy Company
621 17th Street
Denver, CO 80293

RE: Parcel ID Numbers 85360-00-011 & 85360-00-003, Section 36, Township 5 North, Range 68 West of the 6th P.M.

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The current residential and agricultural uses on the properties are allowed by right in the FA zoning district.

A private riding area was constructed on the property at 8445 E. County Road 14 in 2006. An affidavit was recorded with the Larimer County Clerk & Recorder's Office (under reception number 2006-0066249) stipulating:

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According to your letter, the property owner has petitioned the Colorado Oil and Gas Conservation Commission to have the property designated as a Designated Outdoor Activity Area which is defined as a "well defined outside area (such as a playground, recreation area, outdoor theater, or other place of public assembly) that is occupied by

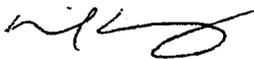
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Should you require any additional information you can contact me at 970-498-7720 or mwhitley@larimer.org.

Sincerely,



Michael Whitley
Planner II, Larimer County

Cc: Laura Chase



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**CODE COMPLIANCE SECTION
 RECORDS REVIEW CERTIFICATE**
 (For Planning and RLUC Applications)

Pre-application meetings for land-use applications require confirmation that County records have been reviewed for outstanding Land Use and Building Code issues for the subject property(s). In an effort to provide continued customer service, property owners are supplied with this certificate verifying that the required research has been conducted. Outstanding issues, if any, are shown on this certificate. A physical inspection of the property has not been conducted. *Please see reverse side of this form for more detailed information on why this records search has been prepared.*

PROPERTY INFORMATION PER THE LARIMER COUNTY ASSESSOR'S RECORDS:

Parcel Number: 85360-00-011
 Street Address: 8445 E County Rd 14 Johnstown, CO 80534
 Name of Current Owner(s): Laura W. Chase

IMPROVEMENT INFORMATION PER THE LARIMER COUNTY ASSESSOR'S RECORDS:

Number, Size and Description of Buildings on Property:
Ranch-style residence built in 1925 & remodeled in 1982 (1888 ft²) with a basement (1226 ft²); Barn built in 2000 (3700 ft²); Farm utility building built in 1950* (1813 ft²);
 Loafing shed built in 1999 (6100 ft²); Loafing shed built in 1999 (325 ft²).

BUILDING PERMITS OF RECORD:

Permit No.	Date Issued	Description/Status of Permit
<u>99-B0059</u>	<u>1/20/1999</u>	<u>Hay barn (3600 ft²). Permit finalized.</u>
<u>00-B0706</u>	<u>5/8/2000</u>	<u>Barn (3650 ft²). Permit finalized.</u>
<u>03-M0785</u>	<u>9/18/2003</u>	<u>He-roof residence. Permit finalized.</u>
<u>03-M0791</u>	<u>9/19/2003</u>	<u>He-roof. Permit voided.</u>
<u>06-B0953</u>	<u>8/8/2006</u>	<u>Hiding arena (81x218) with a dirt floor. Permit finalized, Letter of completion issued.</u>

CODE COMPLIANCE FILES OF RECORD:

File No.	Date Initiated	Description of Violation
		<u>None of Record</u>

COMMENTS: * Built prior to building permit requirements.

Parcel research for planning applications is conducted for properties from 1988 forward. Property research prior to 1988 is not readily available and requires that records be pulled from microfilm/microfiche. For information on research prior to 1988, please call the Larimer County Code Compliance Section at (970) 498-7683.

CODE COMPLIANCE STAFF: Jane Culler 12/24/2008
 Signature Date

FILE NO. 08-PBPS-2A

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Revised June 5, 2008



PLANNING AND BUILDING SERVICES DIVISION

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**CODE COMPLIANCE SECTION
RECORDS REVIEW CERTIFICATE**
(For Planning and RLUC Applications)

Pre-application meetings for land-use applications require confirmation that County records have been reviewed for outstanding Land Use and Building Code issues for the subject property(s). In an effort to provide continued customer service, property owners are supplied with this certificate verifying that the required research has been conducted. Outstanding issues, if any, are shown on this certificate. A physical inspection of the property has not been conducted. **Please see reverse side of this form for more detailed information on why this records search has been prepared.**

PROPERTY INFORMATION PER THE LARIMER COUNTY ASSESSOR'S RECORDS:
Parcel Number: 85360-00-003
Street Address: No Address Assigned
Name of Current Owner(s): Laura Chase

IMPROVEMENT INFORMATION PER THE LARIMER COUNTY ASSESSOR'S RECORDS:
Number, Size and Description of Buildings on Property:
Vacant Land/No Improvements

BUILDING PERMITS OF RECORD:

Permit No.	Date Issued	Description/Status of Permit
		<u>None of Record</u>

CODE COMPLIANCE FILES OF RECORD:

File No.	Date Initiated	Description of Violation
		<u>None of Record</u>

COMMENTS: _____

Parcel research for planning applications is conducted for properties from 1988 forward. Property research prior to 1988 is not readily available and requires that records be pulled from microfilm/microfiche. For information on research prior to 1988, please call the Larimer County Code Compliance Section at (970) 498-7683.

CODE COMPLIANCE STAFF: Jane Culler 12/24/2008
Signature Date

FILE NO. 08-PBPS 285

Signature
PRINTED ON RECYCLED PAPER

Date
Revised June 5, 2008

4.1. ZONING DISTRICTS

A. The purpose of zoning districts is to implement the Larimer County Master Plan, promote compatible land use patterns and establish standards appropriate for each zoning district.

B. Uses followed by an (R) are allowed by right but they may be subject to Section 6 (site plan review) and all other requirements of this code.

Uses followed by an (MS) require approval through the minor special review process.

C. Uses followed by an (S) require approval through the special review process described in section 4.5.

D. Uses followed by an (R/S) may be allowed by right or require special review approval based on thresholds in section 4.3 (use descriptions).

E. Uses followed by an (L) require review through the location and extent review process described in section 13.0.

F. Use descriptions in section 4.3 contain conditions that apply to certain uses.

G. The number of dwelling units allowed on a site is based on the presumption that all other applicable standards will be met. The maximum density established for a zoning district is not a guarantee that such densities may be obtained, nor a valid justification for varying other dimensional or development standards.

(Res. No. 06172003R009, 6-17-2003; Res. No. 01222008R001, Exh. A, 1-22-2008)

4.1.1. FA-Farming.

A. Principal uses:

Agricultural.

1. Farm (R)
2. Sod farm, nursery (R)
3. Tree farm (R)
4. Greenhouse (R)
5. Garden supply center (S)
6. Commercial poultry farm (S)
7. Feedyard (S)
8. Boarding stable (S)
9. Pet animal facility (MS/S)
10. Fur farm (S)
11. Agricultural labor housing (S)

12. Packing facility (R)
13. Pet animal veterinary clinic/hospital (MS/S)
14. Livestock veterinary clinic/hospital (MS/S)

Residential

15. Single-family dwelling (R)
16. Group home for developmentally disabled (R)
17. Group home for the aged (R)
18. Group home (R)
19. Storage buildings and garages (R)--See section 4.3 (use descriptions and conditions)
20. Group home for the mentally ill (R)

Institutional

21. Cemetery (S)
22. Hospital (S)
23. School, public (L)
24. School, nonpublic (R/S)--See section 4.3 (use descriptions and conditions)
25. Church (R/S)--See section 4.3
26. Child/elderly care center (S)
27. Child/elderly care home (R)
28. Community hall (R/S)
29. Sheriff/fire station (L)
30. State-licensed group home (S)

Recreational

31. Golf course (S)
32. Country club (S)
33. Riding academy (S)
34. Public park, playground (L)
35. Trail/trail head (L)

Accommodation

36. Bed and breakfast (MS/S)
37. Seasonal camp (S)

Industrial

38. Mining (S)
39. Oil and gas drilling and production (R)

Utilities

40. Utility substation (L)
41. Water storage facility (L)
42. Treatment plant (L)
43. Commercial mobile radio service (R/S)--See section 16
44. Radio and television transmitters (S)

Cross Country Schooling Opportunities in MSEA

Below are a listing of known cross country schooling area available at times to the public. If you know of additional places, please email Heather at slush@drqw.net and we will get them posted. If circumstances change with any of the listed places, please also let us know.

Spring Gulch Horse Park - Littleton, Colorado. Pay Park Fee on entry, (honor system). See Omnibus for date restrictions for Horse Trial entrants. Water jump will not be available for schooling. Schooling is now available year round and the gate is open from sun up to sun down. **Schooling is no longer allowed on the spillway, which is the Northeast corner of the park, near the soccer fields. Please stay off this area.**

Mile High Horse Ranch - Parker, CO. An outstanding schooling facility with over 20 varied types of well built fences at each level (Elementary through Training) including 2 water jumps, banks and a mound. We have added a marked gallop track where you can time your speed at E- P levels. Open all summer by appointment. Must be accompanied by an insured trainer. If you don't have a trainer, Lynn Klisavage will be happy to work with you. \$25 per per horse. To make an appointment or for info. e-mail vandaw@comcast.net.

Aspen Ridge - Monument, Colorado. Call ahead for appointment. \$30 per horse fee. Course generally open only on Wed. and Sat. Must be accompanied by Trainer. Trainer must show proof of insurance. (719) 487-9516. See omnibus under Bijou Springs HT listing and the Aspen Ridge Two Phase listing for course closed dates.

Norris-Penrose Event Center - Colorado Springs, Colorado. By previous arrangement. Office open Mon.-Fri. Call 635-1101.

Powder Basin X-Country Schooling - Gillette, Wyoming. Course is on county land and open year round. Stadium area is locked. Must be a PBEA member to use or ride with member. Dressage Ring open for schooling. Cross-country jumps from Elementary to Preliminary. Water, ditches, drops and banks included. In parking area look for iron box to right of bulletin board with release forms. \$20 schooling fee for non-members—deposit in locked box. Please do not ride and school the course when ground is wet.

Triple Creek Ranch - Longmont, Colorado. Come enjoy 64 acres of XC riding with wonderful footing, water jumps, banks and more. Polling hills and excellent for Elem. -Novice horses and riders. Open year round, \$20 per horse, call for reservations to Lynn McChesney 303-444-4291. Includes using the stadium jump ring and dressage ring. Check it out at www.triple-creek-ranch.com.

Wendy Chase - Loveland, Colorado. Wendy will be hosting cross-country schooling at her farm on Wednesday and Saturdays. The cost is \$25 and the rider must be accompanied by an approved trainer who has insurance. Please contact Wendy at 970.587.5262 for further information and/or an appointment.

Colorado Horse Park - Parker, Colorado. Times are scheduled by the hour. Time on the course may begin at 9:00 a.m. The last scheduled hour will be at 4:00 p.m. The course will be closed at 5:00 p.m. The cost is \$40.00 per horse or rider. It is required that each rider be accompanied by a trainer on the course. Release forms may be obtained from the office prior to ride times. Release forms must be completed by trainer and rider prior to being on the course. Pinnys will be distributed on the day of riding and should be returned to the office after use. Please be aware of the weather for your ride. Call the office before leaving to check that the course is open if there has been excessive moisture. The schooling course is separate from our regular cross country course. The regular cross country course is closed and off-limits to all schooling riders. The schooling course is marked by signs for your convenience. If you are found on the off-limits area, you will be asked to leave and will not be permitted to school again in 2009. A map of the schooling area is available to all riders as they sign in. There will be no more than 10 riders on the course during any one hour. The schedule will be set - first come first scheduled. Please plan ahead and let me know how the office can make your time here as pleasant and useful as possible. Contact bev@cohorsepark.com - or 303 841 5550 x 110.



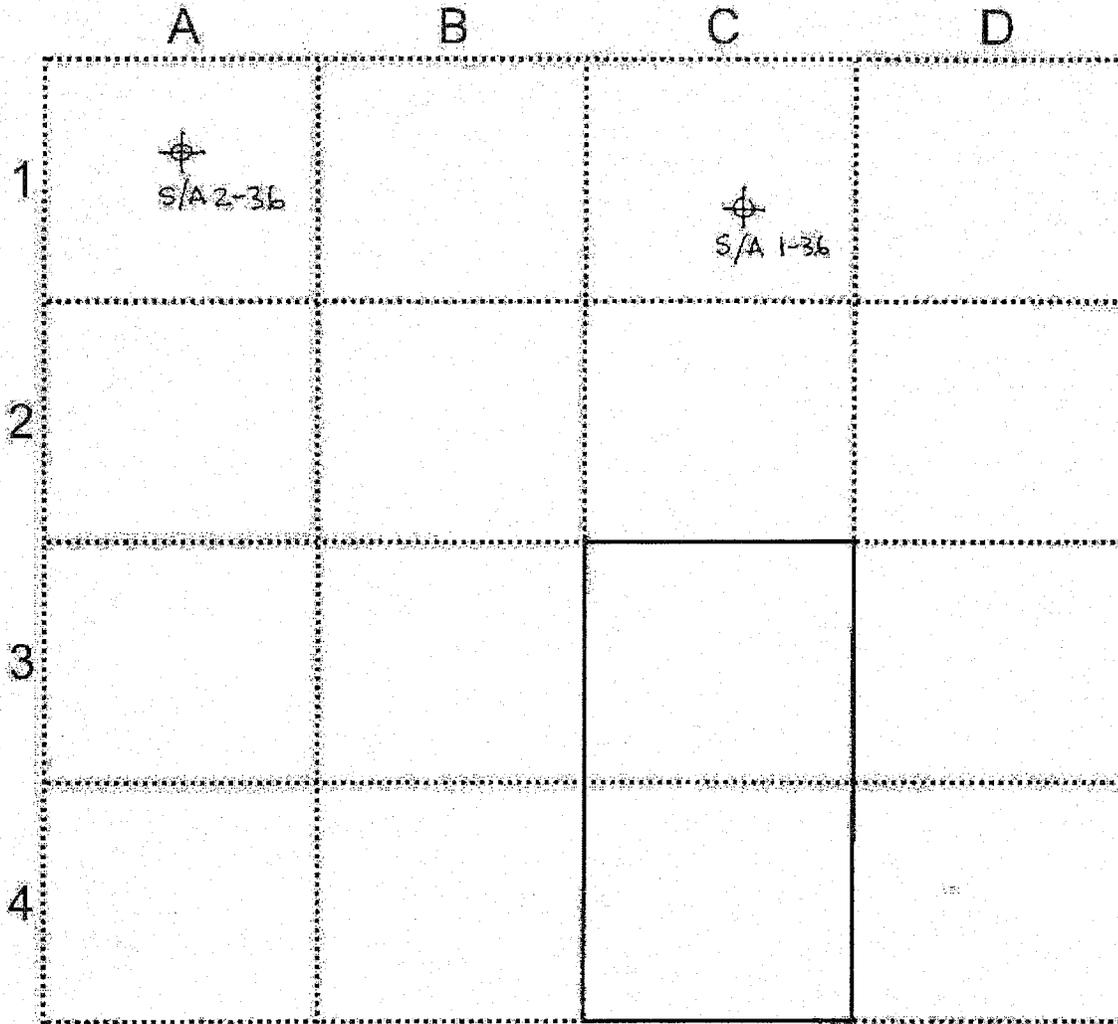
Chase Ex. 7

Section 36, T 5N, R 68W



North

 Existing well



Total section is 640 acres and is 5,280 feet on each side.

Each square is 40 acres and is 1,320 feet on each side.

**PLAINTIFF'S
EXHIBIT 19**
SOCKET 1001-GA-02
CAUSE 1

NOTE: This bill has been prepared for the signature of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

An Act

HOUSE BILL 07-1252

BY REPRESENTATIVE(S) Roberts, Curry, Buescher, Carroll M., Fischer, Gibbs, Labuda, Levy, Looper, Lundberg, McFadyen, Merrifield, Weissmann, Green, Kefalas, Madden, Massey, Romanoff, Rose, Solano, White, and Witwer;
also SENATOR(S) Isgar, Boyd, Fitz-Gerald, Hagedorn, Kester, Taylor, and Williams.

CONCERNING THE ACCOMMODATION OF THE RIGHTS OF SURFACE OWNERS
WITH RESPECT TO OIL AND GAS OPERATORS.

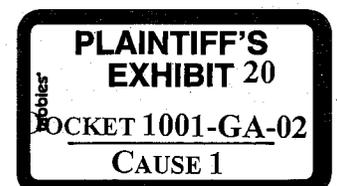
Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly hereby:

(a) Finds that substantial increases in the amount of oil and gas operations and the number of rural residents has created numerous conflicts between surface owners and oil and gas operators;

(b) Determines that a clarification of the law regarding the relationship between oil and gas operators and surface owners is in the public interest; and

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.



(c) Declares that the intent of this act is to codify the reasonable accommodation doctrine adopted by the Colorado Supreme Court in *Gerrity v. Magness*, 946 P.2d 913 (Colo. 1997).

SECTION 2. Article 60 of title 34, Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW SECTION to read:

34-60-127. Reasonable accommodation. (1) (a) AN OPERATOR SHALL CONDUCT OIL AND GAS OPERATIONS IN A MANNER THAT ACCOMMODATES THE SURFACE OWNER BY MINIMIZING INTRUSION UPON AND DAMAGE TO THE SURFACE OF THE LAND.

(b) AS USED IN THIS SECTION, "MINIMIZING INTRUSION UPON AND DAMAGE TO THE SURFACE" MEANS SELECTING ALTERNATIVE LOCATIONS FOR WELLS, ROADS, PIPELINES, OR PRODUCTION FACILITIES, OR EMPLOYING ALTERNATIVE MEANS OF OPERATION, THAT PREVENT, REDUCE, OR MITIGATE THE IMPACTS OF THE OIL AND GAS OPERATIONS ON THE SURFACE, WHERE SUCH ALTERNATIVES ARE TECHNOLOGICALLY SOUND, ECONOMICALLY PRACTICABLE, AND REASONABLY AVAILABLE TO THE OPERATOR.

(c) THE STANDARD OF CONDUCT SET FORTH IN THIS SECTION SHALL NOT BE CONSTRUED TO PREVENT AN OPERATOR FROM ENTERING UPON AND USING THAT AMOUNT OF THE SURFACE AS IS REASONABLE AND NECESSARY TO EXPLORE FOR, DEVELOP, AND PRODUCE OIL AND GAS.

(d) THE STANDARD OF CONDUCT SET FORTH IN THIS SECTION SHALL NOT BE CONSTRUED TO ABROGATE OR IMPAIR A CONTRACTUAL PROVISION BINDING ON THE PARTIES THAT EXPRESSLY PROVIDES FOR THE USE OF THE SURFACE FOR THE CONDUCT OF OIL AND GAS OPERATIONS OR THAT RELEASES THE OPERATOR FROM LIABILITY FOR THE USE OF THE SURFACE.

(2) AN OPERATOR'S FAILURE TO MEET THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL GIVE RISE TO A CAUSE OF ACTION BY THE SURFACE OWNER. UPON A DETERMINATION BY THE TRIER OF FACT THAT SUCH FAILURE HAS OCCURRED, A SURFACE OWNER MAY SEEK COMPENSATORY DAMAGES OR SUCH EQUITABLE RELIEF AS IS CONSISTENT WITH SUBSECTION (1) OF THIS SECTION.

(3) (a) IN ANY LITIGATION OR ARBITRATION BASED UPON THIS SECTION, THE SURFACE OWNER SHALL PRESENT EVIDENCE THAT THE

OPERATOR'S USE OF THE SURFACE MATERIALLY INTERFERED WITH THE SURFACE OWNER'S USE OF THE SURFACE OF THE LAND. AFTER SUCH SHOWING, THE OPERATOR SHALL BEAR THE BURDEN OF PROOF OF SHOWING THAT IT MET THE STANDARD SET OUT IN SUBSECTION (1) OF THIS SECTION. IF AN OPERATOR MAKES THAT SHOWING, THE SURFACE OWNER MAY PRESENT REBUTTAL EVIDENCE.

(b) AN OPERATOR MAY ASSERT, AS AN AFFIRMATIVE DEFENSE, THAT IT HAS CONDUCTED OIL AND GAS OPERATIONS IN ACCORDANCE WITH A REGULATORY REQUIREMENT, CONTRACTUAL OBLIGATION, OR LAND USE PLAN PROVISION, THAT IS SPECIFICALLY APPLICABLE TO THE ALLEGED INTRUSION OR DAMAGE.

(4) NOTHING IN THIS SECTION SHALL:

(a) PRECLUDE OR IMPAIR ANY PERSON FROM OBTAINING ANY AND ALL OTHER REMEDIES ALLOWED BY LAW;

(b) PREVENT AN OPERATOR AND A SURFACE OWNER FROM ADDRESSING THE USE OF THE SURFACE FOR OIL AND GAS OPERATIONS IN A LEASE, SURFACE USE AGREEMENT, OR OTHER WRITTEN CONTRACT; OR

(c) ESTABLISH, ALTER, IMPAIR, OR NEGATE THE AUTHORITY OF LOCAL AND COUNTY GOVERNMENTS TO REGULATE LAND USE RELATED TO OIL AND GAS OPERATIONS.

SECTION 3. Effective date - applicability. (1) This act shall take effect September 1, 2007.

(2) However, if a referendum petition is filed against this act or an item, section, or part of this act during the 90-day period after final adjournment of the general assembly that is allowed for submitting a referendum petition pursuant to article V, section 1 (3) of the state constitution, then the act, item, section, or part, shall not take effect unless approved by the people at a biennial regular general election and shall take effect on the date specified in subsection (1) or on the date of the official declaration of the vote thereon by proclamation of the governor, whichever is later.

(3) The provisions of this act shall apply to all oil and gas operations commenced on or after the applicable effective date of this act.

Andrew Romanoff
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Joan Fitz-Gerald
PRESIDENT OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Karen Goldman
SECRETARY OF
THE SENATE

APPROVED _____

Bill Ritter, Jr.
GOVERNOR OF THE STATE OF COLORADO

COGIS - Facility Query Results

You requested facilities by:	'WELL'
API:	05-069-
Operator name:	Magpie Operating, In
Maximum records are limited to:	100
For detail information:	Click on facility type.

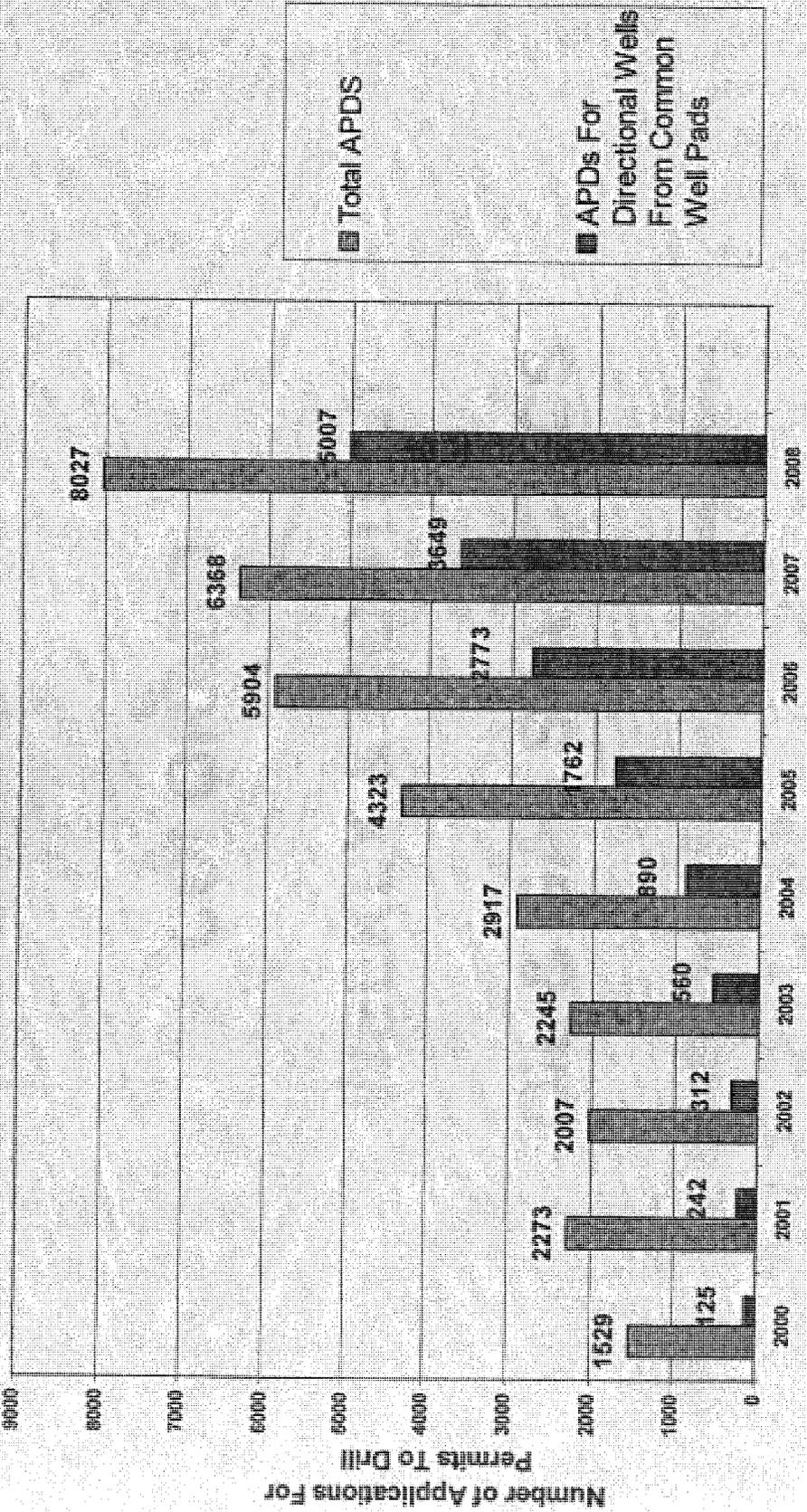
Search Results - 15 record(s) returned.

Facility Type	Facility ID/ API	Facility Name/ Number	Operator Name/ Number	Status	Field Name/ Number	Location	Related Facilities
WELL	05-069-06377	STATE-ANDERSON 41-36	MAGPIE OPERATING, INC 52530	PR	JOHNSON'S CORNER 42570	LARIMER 069 NENE 36 5N 68W 6	
WELL	05-069-06378	STATE-ANDERSON 21-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 NENW 36 5N 68W 6	
WELL	05-069-06380	STATE-BETZ 43-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 NESE 36 5N 68W 6	
WELL	05-069-06375	STATE-JOHNSTOWN LP 23-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 NESW 36 5N 68W 6	
WELL	05-069-06281	STATE ANDERSON 1-36	MAGPIE OPERATING, INC 52530	PR	JOHNSON'S CORNER 42570	LARIMER 069 NWNE 36 5N 68W 6	
WELL	05-069-06286	STATE-ANDERSON 2-36	MAGPIE OPERATING, INC 52530	PR	JOHNSON'S CORNER 42570	LARIMER 069 NWNW 36 5N 68W 6	
WELL	05-069-06372	STATE-JOHNSTOWN LP 13-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 NWSW 36 5N 68W 6	
WELL	05-069-06369	STATE-ANDERSON 42-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 SENE 36 5N 68W 6	
WELL	05-069-06370	STATE-SPARKS 22-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 SESW 36 5N 68W 6	
WELL	05-069-06376	STATE-BETZ 44-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 SESE 36 5N 68W 6	
WELL	05-069-06373	STATE-JOHNSTOWN LP 24-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 SESW 36 5N 68W 6	
WELL	05-069-06379	STATE-ANDERSON 32-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 SWNE 36 5N 68W 6	
		STATE-SPARKS	MAGPIE OPERATING, INC		JOHNSON'S CORNER	LARIMER 069	

**PLAINTIFF'S
EXHIBIT 23**
BUCKET 1001-GA-02
CAUSE 1

WELL	05-069-06371	12-36	52530	XX	42570	SWNW 36 5N 68W 6	
WELL	05-069-06374	STATE-JOHNSTOWN LP 14-36	MAGPIE OPERATING, INC 52530	XX	JOHNSON'S CORNER 42570	LARIMER 069 SWSW 36 5N 68W 6	
WELL	05-069-06134	STATE OF COLORADO 1-36	MAGPIE OPERATING, INC 52530	PA	LOVELAND 52000	LARIMER 069 NWSE 36 5N 69W 6	

**Number of Oil and Gas Well Permits For Wells Drilled Directionally From
Common Well Pads in Colorado
01-07-09**



2008 Data as of January 7, 2009
40% 47% 51% 62%

**PLAINTIFF'S
EXHIBIT 24**
DOCKET 1001-GA-02
CAUSE 1

2009 dates with 20 or more attendance

April	8
	11
	15
	22
	23
	29
May	3
	6
	8
	13
	20
	27
June	3
	6
	7
	10
	17
	22
	23
	24

July	1
	7
	8
	15
	19
	22
	25
	29
August	2
	3
	5
	7
	8
	9
	12
	23
September	23
	25
	26
	27
October	17
November	7
	8

total 43 days

**PLAINTIFF'S
EXHIBIT 25**
SOCKET **1001-GA-02**
CAUSE I

February 2009						
S	M	T	W	T	F	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 5	5	6	7
8	9	10	11 3	12	13	14 5
15	16	17	18 9	19	20	21 7
22 8	23	24	25 11	26	27	28
29 8	30	31	1	2	3	4

March 2009						
S	M	T	W	T	F	S
2	3	4	5	6		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2009						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	6
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4 Fredrick Boulard Clinic (16 riders) Cancelled Rain
5 Fredrick Boulard Clinic (16 riders) Cancelled Rain	6	7	8 20+ 2 groups	9	10	11 25 Boy Club
12 B	13	14	15 20+ 3 groups	16 Rain	17 Rain	18 Lorenia Group Cancelled
19	20	21	22 20+ 2 groups	23 Lorenia Group 20+ riders 4+ Edd	24	25 B
26 19 2 groups	27 rain	28	29 20+ 2 groups	30	1	2

April 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2009						
S	M	T	W	T	F	S

June 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2
3	4	5	6	7	8	9
22 2 groups			20+ 2 groups		20+	Rock Picking Work Group Cancelled Rain
10 6 Rain			20+ 2 groups			Open House Work Group Cancelled Rain
17	18	19	20	21	22	23
			20+ 3 groups			
24	25	26	27	28	29	30
			20+ 2 groups Marcha only			
31	1	2	3	4	5	6

May 2009						
S	M	T	W	T	F	S
						1
4	5	6	7	8		
11	12	13	14	15	16	
18	19	20	21	22	23	
25	26	27	28	29	30	

June 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2009						
S	M	T	W	T	F	S
						1
4	5	6	7	8	9	10
13	14	15	16	17	18	19
20	21	22	23	24	25	26
28	29	30	31			

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3 Zot 3 groups	4	5	6 Zot
7	8	9	10 Zot arena only no XC	11	12	13
14	15	16	17 Zot	18	19	20 12
21	22 John Staples lessons 240	23 John Staples lessons 240	24 Zot	25	26	27
28	29	30	1	2	3	4

June 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2009						
S	M	T	W	T	F	S

August 2009						
S	M	T	W	T	F	S

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
			20+		2 groups Cancelled wet ground	2 groups Cancelled wet ground
5	6	7	8	9	10	11
1 group Cancelled		20+ 2 groups	20+ 3 groups			
12	13	14	15	16	17	18
			20+ 2 groups			
19	20	21	22	23	24	25
19 3 groups + that people			20+ 2 groups			20+ 2 groups
26	27	28	29	30	31	1
			20 2 groups			

July 2009	August 2009	September 2009
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1 2 3 4 5	1 2 3 4 5
6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11 12
12 13 14 15 16 17 18	12 13 14 15 16 17 18 19	13 14 15 16 17 18 19
19 20 21 22 23 24 25	20 21 22 23 24 25 26	20 21 22 23 24 25 26
26 27 28 29 30 31	27 28 29 30 31	27 28 29 30

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5	6	7	8
26 Shaun	27 Lynn		20+ 2 groups Rochelle Dana		20+ Utah group Hannah group prents	20+ Utah group Hannah group prents
9	10	11	12	13	14	15
20+ Utah Hannah prents			20+ 2 groups Chelsea			6
16	17	18	19	20	21	22
						16
23	24	25	26	27	28	29
20+ Laura Bachus						
30	31	1	2	3	4	5

August 2009						
S	M	T	W	T	F	S
2	3	4	5	6	7	
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
			17			15
6	7	8	9	10	11	12
		4	3	2	2	8
13	14	15	16	17	18	19
2	4		18 or 19			6
20	21	22	23	24	25	26
			26 3 groups	8	Frederick Boulard Clinic 30+	Frederick Boulard Clinic 30+
27	28	29	30	1	2	3
Frederick Boulard Clinic 30+	4	3	14 2 groups			

September 2009						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3
						8
4	5	6	7	8	9	10
						Cancelled
11	12	13	14	15	16	17
6						8+
18	19	20	21	22	23	24
25	26	27	28	29	30	31
			Cancelled			Cancelled

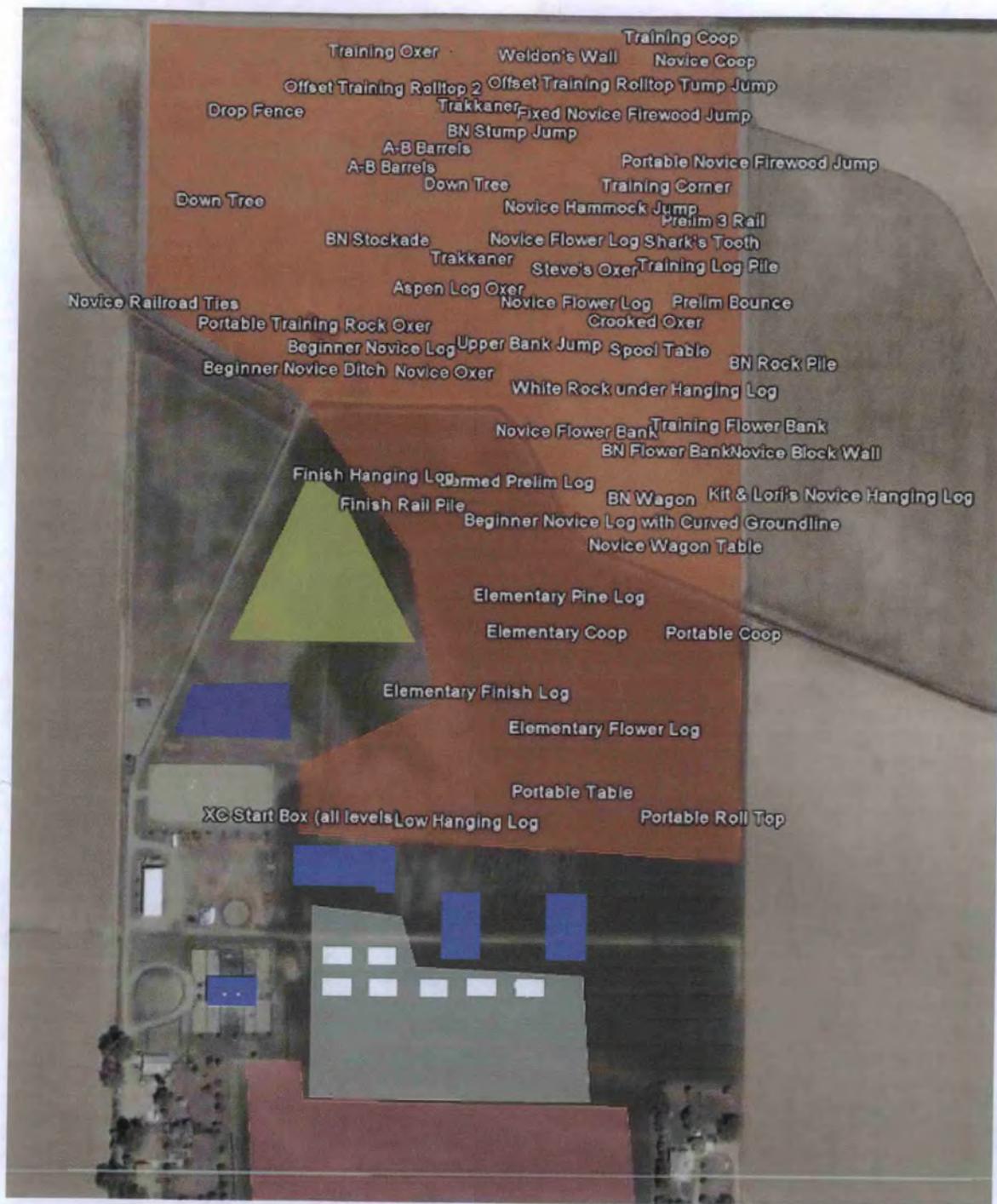
October 2009						
S	M	T	W	T	F	S
			1	2		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2009						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7 Eric Smiley Clinic 45
8 Eric Smiley Clinic 47	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5



**PLAINTIFF'S
EXHIBIT 26**
POCKET 1001-GA-02
CAUSE I

Moqui Meadows – No Setbacks

Township 5 North, Range 68 West

Section 36: All

Note: Section 36 outline in Black;
Moqui Meadows outline in Blue;
Rule 318A 400' and 800' drilling windows in White



Approximate Scale: 1" = 1000'

**PLAINTIFF'S
EXHIBIT 27**
Docket 1001-GA-02
CAUSE 1

948895.1

Sutak Ex. 2

January 2009

SUN	MON	TUE	WED	THU	FRI	SAT
DECEMBER 2008 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28			1 New Year's Day	2	3
 First Quarter	4	6	7	8	9	10
 Full Moon	11	13	14	15	16	17
 Last Quarter	18	20	21	22	23	24
	Martin Luther King, Jr. Day	Inauguration Day				
	 New Moon	27	28	29	30	31

PLAINTIFF'S EXHIBIT 28
POCKET 1001-GA-02
CAUSE 1

The tiger, largest of all cats, is one of the most threatened species on Earth. It is estimated that only about 5,000-7,000 remain in the wild, most in isolated pockets spread across increasingly fragmented forests, stretching from India to southeastern China and from the Russian Far East to Sumatra, Indonesia.



worldwildlife.org

February 2009

SUN	MON	TUE	WED	THU	FRI	SAT																																																																																																																																
1 First Quarter	2 Groundhog Day	3	4	5	6	7																																																																																																																																
8 Full Moon	9	10	11	12 Lincoln's Birthday	13	14 Valentine's Day																																																																																																																																
15 Last Quarter	16 Presidents' Day (observed)	17	18	19	20	21																																																																																																																																
22 Washington's Birthday	23	24	25 New Moon Ash Wednesday	26	27	28																																																																																																																																
					<table border="0"> <tr> <td colspan="2">JANUARY 2009</td> <td colspan="2">MARCH 2009</td> </tr> <tr> <td>1</td><td>2</td><td>3</td><td>1</td> </tr> <tr> <td>4</td><td>5</td><td>6</td><td>2</td> </tr> <tr> <td>7</td><td>8</td><td>9</td><td>3</td> </tr> <tr> <td>10</td><td>11</td><td>12</td><td>4</td> </tr> <tr> <td>13</td><td>14</td><td>15</td><td>5</td> </tr> <tr> <td>16</td><td>17</td><td>18</td><td>6</td> </tr> <tr> <td>19</td><td>20</td><td>21</td><td>7</td> </tr> <tr> <td>22</td><td>23</td><td>24</td><td>8</td> </tr> <tr> <td>25</td><td>26</td><td>27</td><td>9</td> </tr> <tr> <td>28</td><td>29</td><td>30</td><td>10</td> </tr> <tr> <td></td><td>31</td><td></td><td>11</td> </tr> <tr> <td></td><td></td><td></td><td>12</td> </tr> <tr> <td></td><td></td><td></td><td>13</td> </tr> <tr> <td></td><td></td><td></td><td>14</td> </tr> <tr> <td></td><td></td><td></td><td>15</td> </tr> <tr> <td></td><td></td><td></td><td>16</td> </tr> <tr> <td></td><td></td><td></td><td>17</td> </tr> <tr> <td></td><td></td><td></td><td>18</td> </tr> <tr> <td></td><td></td><td></td><td>19</td> </tr> <tr> <td></td><td></td><td></td><td>20</td> </tr> <tr> <td></td><td></td><td></td><td>21</td> </tr> <tr> <td></td><td></td><td></td><td>22</td> </tr> <tr> <td></td><td></td><td></td><td>23</td> </tr> <tr> <td></td><td></td><td></td><td>24</td> </tr> <tr> <td></td><td></td><td></td><td>25</td> </tr> <tr> <td></td><td></td><td></td><td>26</td> </tr> <tr> <td></td><td></td><td></td><td>27</td> </tr> <tr> <td></td><td></td><td></td><td>28</td> </tr> <tr> <td></td><td></td><td></td><td>29</td> </tr> <tr> <td></td><td></td><td></td><td>30</td> </tr> <tr> <td></td><td></td><td></td><td>31</td> </tr> </table>		JANUARY 2009		MARCH 2009		1	2	3	1	4	5	6	2	7	8	9	3	10	11	12	4	13	14	15	5	16	17	18	6	19	20	21	7	22	23	24	8	25	26	27	9	28	29	30	10		31		11				12				13				14				15				16				17				18				19				20				21				22				23				24				25				26				27				28				29				30				31
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Emperor penguins live on the floating ice packs and islands of the Antarctic. Known as the "giant of the penguins," an adult emperor penguin can be up to 4 feet tall and weigh up to 80 pounds. Unable to fly and clumsy on land, it is most at home underwater.



worldwildlife.org

March 2009

SUN MON TUE WED THU FRI SAT

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8 ERIN w/STUDENTS ST Daylight Saving Time Begins	9	10	11	12	13	14
15 ERIN w/STUDENTS ST + x-c	16	17	18	19	20	21
22 ERIN w/STUDENTS ST	23	24	25	26	27	28
29 ERIN w/STUDENTS	30	31				

FEBRUARY 2009
 1 2 3 4 5 6 7
 8 9 10 11 12 13 14
 15 16 17 18 19 20 21
 22 23 24 25 26 27 28

APRIL 2009
 1 2 3 4
 5 6 7 8 9 10 11
 12 13 14 15 16 17 18
 19 20 21 22 23 24 25
 26 27 28 29 30

The blue-footed booby has blue-grey facial skin, bright blue feet, a solid white body, and may approach 5 feet in wingspan. The bird itself is about the size of a goose, no larger than 3 to 4 pounds, and the females are larger than the males. They can live as long as 17 years.



8 happened
8 cancel

April 2009

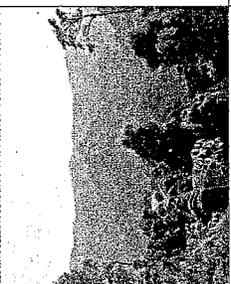
SUN	MON	TUE	WED	THU	FRI	SAT
<p>MARCH 2009</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>MAY 2009</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>		<p>1 April Fools Day</p>	<p>2 First Quarter</p>	<p>3</p>	<p>4 WORK DAY</p>
<p>5 SCHOOLING DAY</p>	<p>6</p>	<p>7 O.D. APPROACH</p>	<p>8 Passover Begins</p>	<p>9 Full Moon</p>	<p>10 4:00 PATTY LORENTZ Good Friday</p>	<p>11 Pony Club</p>
<p>12 3 days FREDRICK BOULAND Easter Sunday</p>	<p>13 4 or 5 groups per day DUSPETTAS</p>	<p>14 O.D. CHPT</p>	<p>15 1:00 Jen Boger (303) 257-0460</p>	<p>16</p>	<p>17 Last Quarter 9:00 Dexter Bussy</p>	<p>(307) 399-8410 CHRISTIAN (12-15) Eagles 18 MAYREN BARREROS (307) 760-5744</p>
<p>19</p>	<p>20</p>	<p>21 2:00 Jenny Hunt (303) 478-7429</p>	<p>22 Earth Day Administrative Professionals Day</p>	<p>23 2:45 DR. CHENAY WINDSOR</p>	<p>24 National Labor Day</p>	<p>25 New Moon RADE RIDGE Pony Club</p>
<p>26 ERIN / STUDENTS</p>	<p>27</p>	<p>28 O.D. ROUNDTOP</p>	<p>29</p>	<p>30</p>		

The red-eyed leaf frog is found high in the trees of tropical rain forests. Although its green back provides camouflage against a leafy background, the dazzling array of color on its flanks, thighs, and underside startle would-be predators when the quiet tree frog suddenly leaps from its perch.



8 days

May 2009

SUN	MON	TUE	WED	THU	FRI	SAT
APRIL 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	JUNE 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30		8:30 6 * NANCY CARR w/group	9:30 DONUT & RIVER	1:00 PM SARAH BARNES w/group *	2 CHP Derby
8:30 10 * Mother's Day	4 5 3:00 Deb Skultz	12 O.D. ABBE	13 *	14	15 SPRING GULCH Armed Forces Day	16 ERIN 9 w/STUDENTS * NANCY CARR
17 Last Quarter SPRING GULCH	18 AM 9-LOA	19 20 * CAR TO INTEGRAL	20 * TRM-FRIBBY SHILLINGBY 27	21 11:00 RIVER	22 DEEDA 23 w/group * ARROWHEAD	23 DEEDA 23 w/group * ARROWHEAD
24 New Moon CHP 31	25 Memorial Day	26 O.D. POWDER BASIN	27 *	28	29 CHP	30 31 CHP

Orangutans are the largest tree-climbing mammals and the only great apes found in Asia. They have a characteristic ape-like shape, shaggy reddish fur, and grasping hands and feet, with long arms that may grow more than 6 feet in length.

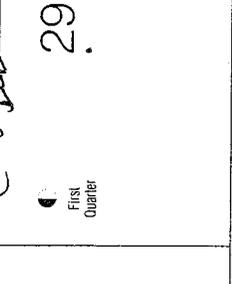


Inset: Corals become "bleached" when water temperatures rise too high and are sustained for too long. Fiji - © WWF / Non / Cal Holloway.

8 days

June 2009

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
		O.D. BIRCH SPRINGS @ ASPEN RIDGE	SAM & LOU			MOONROCK
* FLEET	8	8:30 CATS TO VET	9:00 Deeda w/students	11	12	13
SAM & LOU	Jenny Hunt					ROUND TOP
14	15	16	17	18	19	20
Flag Day	Last Quarter	Kelly KRAMER 227-9250 KRISTI	GUNNER & GABBY DEEDA w/STUDENTS 720 939-5819			TOMK 20
21	22	23	24	25	26	27
BANDIT & MURRAY	New Moon	MARY LEWIS 303 437-5234 JOHN STAPLES 20 STUDENTS	Deeda w/STUDENTS @ 24			KIT & LOU 27
KIT & LOU Father's Day First Day of Summer	3-3:30 (719) 207-0405 BLAKE	KODA	218-7852			ABBE
28	29	30				
ABBE	First Quarter	O.D. Rocky Mt. H.T.				



MAY 2009	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JULY 2009	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Having traveled the seas for over 100 million years, marine turtles have outlived almost all of the prehistoric animals with which they once shared the planet. Marine turtles survived the extinction of the dinosaurs and are still present in the world's oceans today.



July 2009

9:00 AM Deeda w/students
LINDY w/STUDENTS

Nichelle LARSON
(970) 353-1720
720-352-3639
cell

SUN	MON	TUE	WED	THU	FRI	SAT
<p>JUNE 2009</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p>AUGUST 2009</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29</p>	 <p>SAM Before Moon LINDY w/STUDENTS</p>	<p>7:00 AM Sam Look Julie 962-9303 TRIKI 10AM SAM (303) 960-7575</p> <p>Deeda 8 w/STUDENTS (several groups)</p>	<p>8:30 Bob to shoe Donut & River</p>	<p>(303) 435-5455 MARY 4</p>	<p>Independence Day</p>
<p>12 POWDER BASIN</p>	<p>13</p>	<p>14 O.D. NIGHT</p>	<p>15 Deeda 9:00 Last Quarter 1:00 → 6 PM LINDY w/3 or 4 GROUPS</p>	<p>16</p>	<p>17</p>	<p>18 Broua Springs @ Aspen Ridge WYO. w/ w. TR-LOCI</p>
<p>19-20-10:00 AM ember Zimmerman w/students (720) is. Adley FRID w/2 or 3 GROUPS</p>	<p>20</p>	<p>21</p>	<p>22 Deeda 9:00 New Moon Nancy Carter #2 Shari, Nudrak</p>	<p>23</p>	<p>24 LAURA BUSTOS 10-15 412-9372 w/ERIN</p>	<p>25</p>
<p>26</p>	<p>27</p>	<p>28 First Quarter</p>	<p>29 Emily Sarah Barnes (303) 817-2783</p>	<p>30 NISHA 4:00 BROOKIE</p>	<p>31</p>	

The largest of the great apes, the gorilla is among our most endangered species. Having endured decades of civil war in Central and East Africa, gorillas are confronted by the devastating consequences of increased habitat loss and poaching for the bushmeat trade. WWF continues to work in the field and engage its conservation partners in order to address these threats and protect this wondrous species.



usorgente clownfish. Inset: Olive ridley turtle (*Lepidochelys olivacea*) hatching breaking out of the egg. Map of French Guiana. © WWF-Canon / Roger LeGuern.

August 2009

3 GROUPS

SUN	MON	TUE	WED	THU	FRI	SAT
	JULY 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	SEPTEMBER 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30				w/ Lynn & Alan 9:10-10:30 (720) 244-6407 NISBA →
*2 Sean Warrell Ashley NISBA →	*3 11:00 AM Lynn K. Savage (720) 373-1925 NISBA →	SW 226 A/R 12:50 PM 4 O.D. W. WOODY	9:00 Deeda *5 10:30 Rochelle Costen *5 (303) 229-1081 2 or 3 groups	6 Kelly KATHY or TRISH DAVE w/ horses Rocky Mt. HT →		
9 Rocky Mt. HT	10	11 DEEDA w/ STUDENTS *5 4:00 PM Chelsea E. MEXERMAN w/ STUDENTS	12 DEEDA w/ STUDENTS *5 9:00 AM	13 Last Quarter	14 9:45 AM 12:45 PM	15 w/ Lynn & Alan
16 *5 BACKLASH NIGHT 30	17 11:00 AM Shockwave	18	19 New Moon	20	21	22 NIGHT
24	25	26	27 First Quarter	28 Julie Post	29	

Clownfish have a unique lifestyle, living within the poisonous tentacles of the sea anemone. They have a mucous coating that makes them immune to the stinging tentacles. Clownfish live in a mutually beneficial relationship with their hosts, protected by the living arrangement and serving as a "groomer" to the sea anemone by cleaning debris and waste from the tentacles.



September 2009

SUN MON TUE WED THU FRI SAT

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
		8	9	10	11	12
6	7	15	16	17	18	19
13	14	22	23	24	25	26
20	21	28	29	30	31	

(Note: The table above is a simplified representation of the calendar grid. The actual calendar contains handwritten notes and symbols in each cell, which are detailed in the following sections.)

Full Moon

New Moon

First Quarter

Last Quarter

Patriot Day

Rosh Hashanah Begins

First Quarter

DEEDA

DEEDA

DEEDA

DEEDA

DEEDA

DEEDA

DEEDA

9:00 DEEDA

WWF - World Wildlife Fund

Elephants are the largest living land animals, with adults sometimes weighing 6 tons or more. Of the two species, the African elephant is larger and more plentiful than the Asian elephant, but both are threatened by shrinking living space and poaching for the ivory trade.



worldwildlife.org

October 2009

SUN	MON	TUE	WED	THU	FRI	SAT
 SEPTEMBER 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	NOVEMBER 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30					
4 Full Moon	5	6	7	8 9:00 AM	9 10	10 Ruth Peterson (303) 579-1033 ROMO NYPH →
11 Last Quarter	12 10:AM Bob to shoe	13 ROAD	14 10:00 DEEDA w/? STUDENTS	15 16 AM →	16 17 NANCY CARR NYPH Deeda * Chelsea Zimmerman 720-273-9680 w/STUDENTS NYSPH	17 24 Melinda Harris (405) 340-6664 United Nations Day →
18 New Moon	19 Columbus Day	20	21 2:00 LINDY	22	23 THANKS & PRAY	24 31 Halloween
25 472-5068	26 First Quarter	27	28	29	30	31

liz
 (720) 470-3072
 worldwildlife.org

The snow leopard has a thick, spotted fur coat that serves as winter camouflage and helps to keep the cat warm in the bitter cold of its mountain habitat. Snow leopards are also protected from the cold by a dense, woolly underfur.



Two panda cubs (*Ailuropoda melanoleuca*) playing in a tree - Team Husar Wildlife Photography.
 Inset: Butterfly of Dongling Lake, Hunan Province, China - © WWF-Canon / Yifan Zhang.

November 2009

SUN	MON	TUE	WED	THU	FRI	SAT
1 Daylight Saving Time Ends E.S. →	2 Full Moon 9:00 AM LIZ (720) 470-3072	3 Election Day	4 JACKIE Veterans Day	5 2 PM Denny	6 ERIC SMILEY →	7 *
8 * →	9 Last Quarter	10	11 6:30 PLANNING COMMISSION	12 19	13 20	14 LAS CRUCES
15	16 New Moon	17	18 COURT 25 NISHA (970) 222-9138 scott's cell ~8:00 AM	19 26	20 27	21 28
22	23 First Quarter	24	25 Thanksgiving Day	26 27	27 28	28 29
29	30 Meeting					



OCTOBER 2009	DECEMBER 2009
1 2 3	1 2 3 4 5
4 5 6 7 8 9 10	6 7 8 9 10 11 12
11 12 13 14 15 16 17	13 14 15 16 17 18 19
18 19 20 21 22 23 24	20 21 22 23 24 25 26
25 26 27 28 29 30 31	27 28 29 30 31

Found only in China, the **giant panda** is a shy, elusive creature that lives in remote areas and is hard to study in the wild. Despite being one of the most popular animals in the world, it is threatened by habitat fragmentation and unsustainable development. It is estimated that as few as 1,600 pandas live in the wild today.



worldwildlife.org

December 2009

SUN	MON	TUE	WED	THU	FRI	SAT
		1 ○ Full Moon	2	3	4	5
6	7 Pearl Harbor Day	8 ● Last Quarter	9	10	11 Hanukkah Begins	12
13	14	15	16 ● New Moon	17	18	19
20	21 First Day of Winter	22	23 ● First Quarter	24	25 Christmas	26 Kwanzaa
27	28	29	30 ○ Full Moon	31	NOVEMBER 2009 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	JANUARY 2010 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24/31 25 26 27 28 29 30

Sea bears are the world's largest terrestrial carnivore. Adult males can measure more than 9 feet in length and weigh between 770 and 1,430 pounds; adult females are about half that size. They are excellent swimmers and spend most of their lives in or around water. As the southern edge of the Arctic ice cap melts in the summer, polar bears follow retreating sea ice.



worldwildlife.org

Don Michael

Kara Paul #1 313 MFB

2 auditors WAV 706

2 (ride + 1) Jacky + mom

2 (ride + 1) Thomas + Tom

Kristi Radziewicz
Mayer

Margrit

2 truck drivers delivering Dakin

Andy (Andy 27) 772-312-8426

process server

Kristi Brick, hair friend

WM 6 auditors registered

Leslie
Angeleka + Allison

Mary Jane

Sarah Barker

Esther

Jess (Anna)

auditor 843-SVP

Bonnie

Jolen # Keri # Mother # friend

auditor 827-INK

2 auditors 232 & 662

Dede # friend

2 auditors 816 UNF

auditor 399 TDA

Mary Hirsch

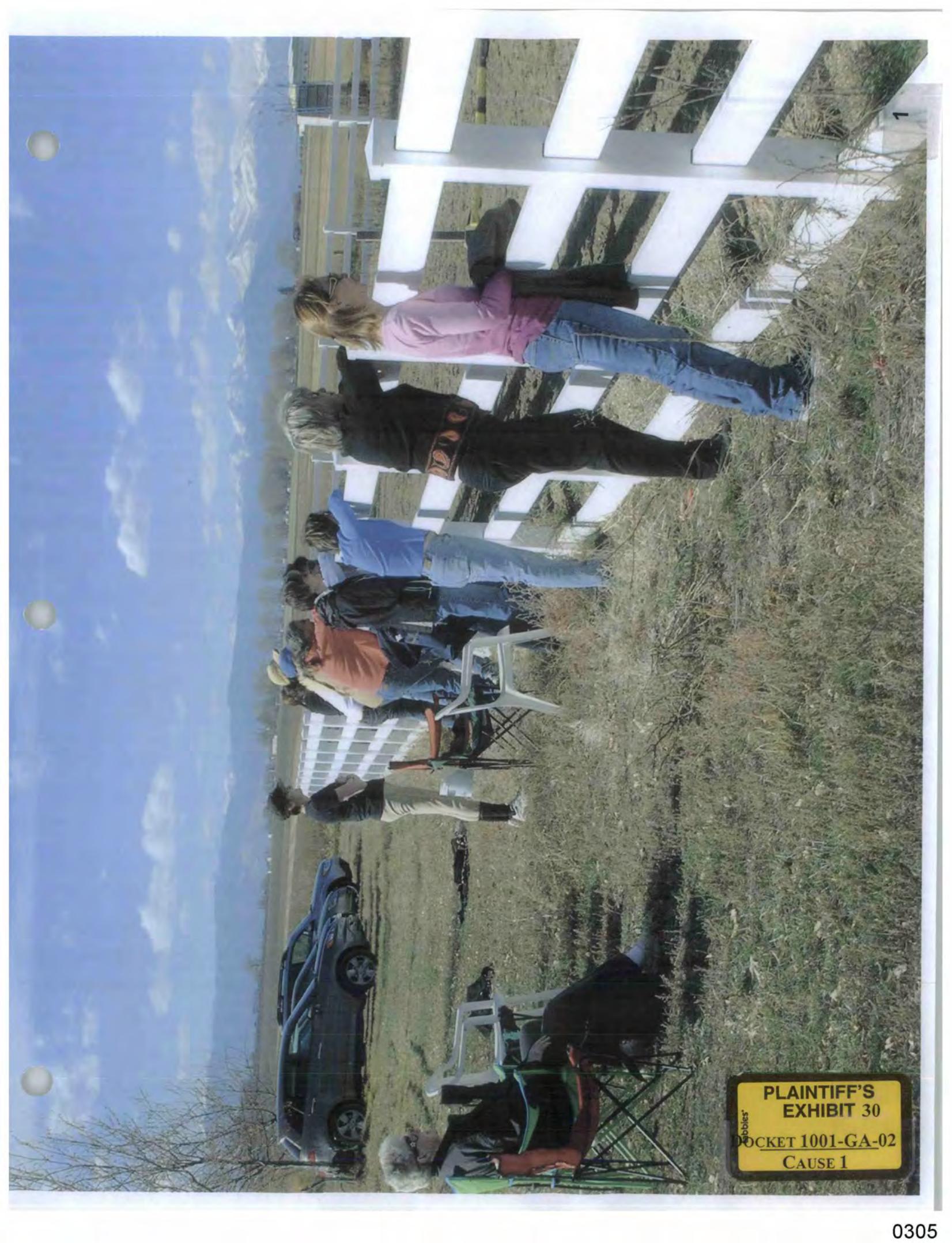
~~Kristi~~

Heidi # Tracy + 3 other Fairplay
auditors

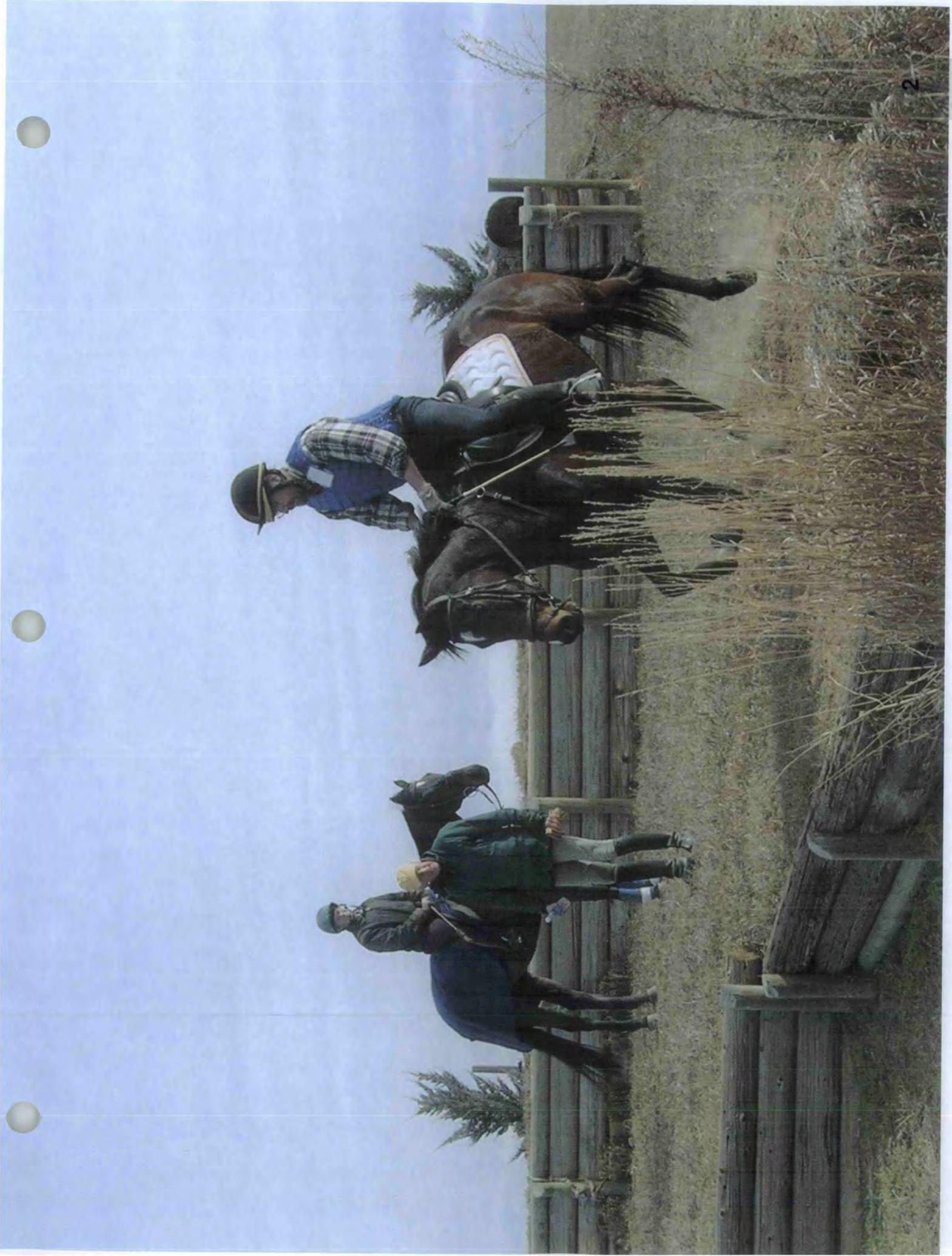
A/4 Sun

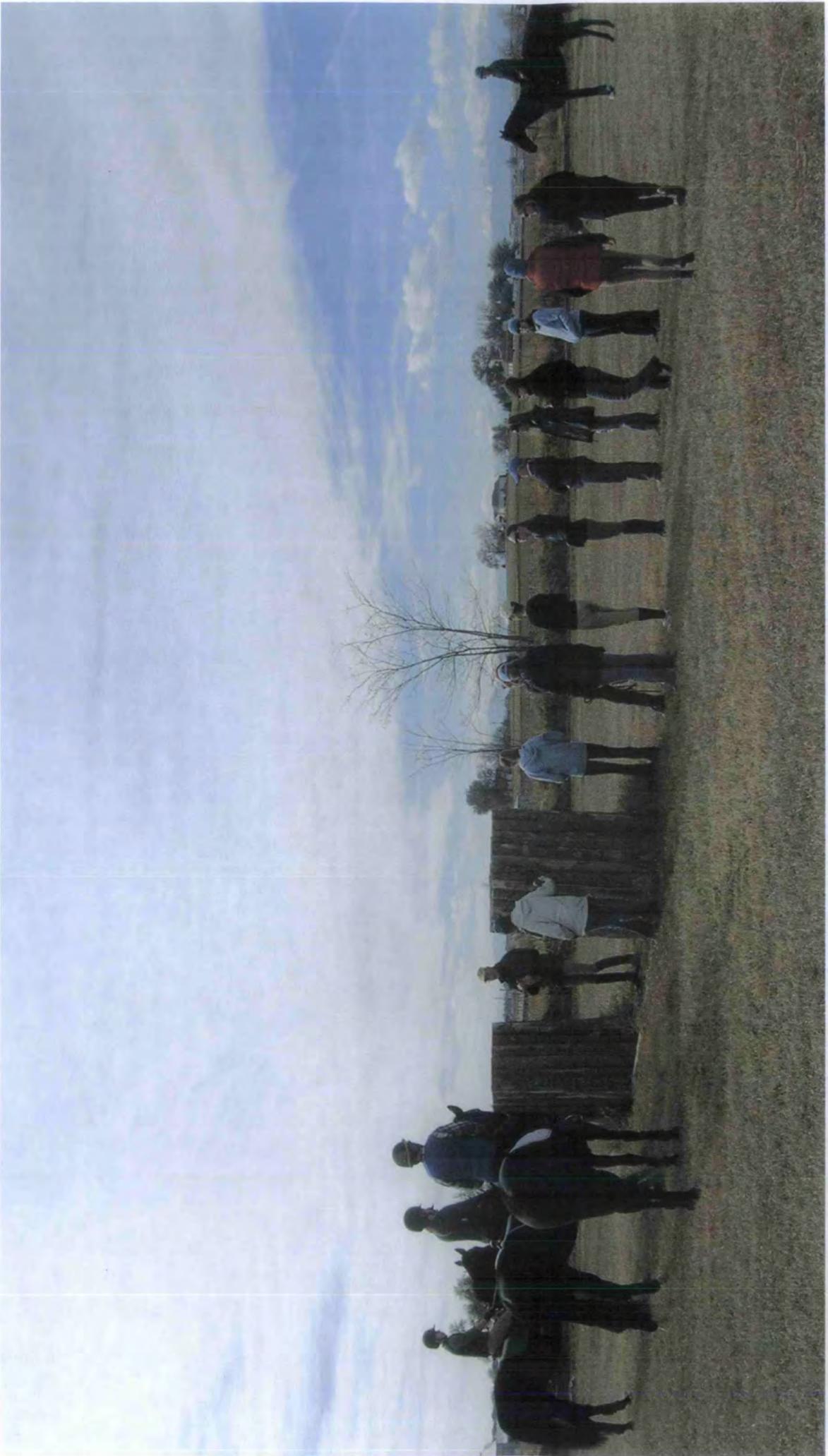
A-7

**PLAINTIFF'S
EXHIBIT 29**
DOCKET 1001-GA-02
CAUSE 1



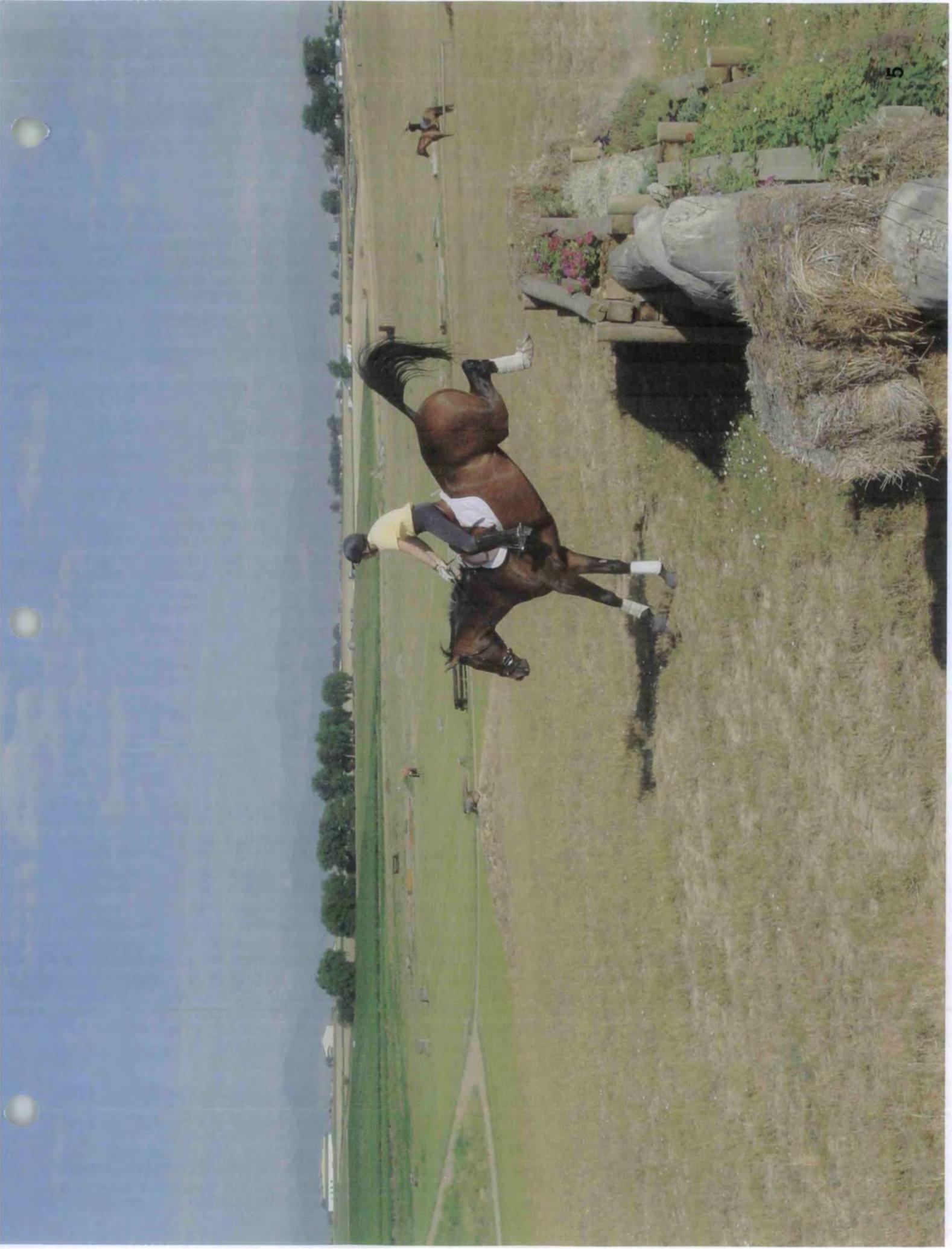
**PLAINTIFF'S
EXHIBIT 30**
DOCKET 1001-GA-02
CAUSE 1





3







GAYLE UDALL

Release of Liability

This Release of Liability is made and entered into on MAY the 7 day of FRIDAY, 2004, by and between Wendy Chase, hereinafter designated Manager and GAYLE UDALL, hereinafter designated Rider, and if Rider is a minor, Rider's parent or guardian, _____ . In return for the use, today, and on all future dates of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, fall, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damages, cost or expenses arising out of Riders use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to abide by all of Manager's rules and regulations.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Manager or Witness signature

Gayle Udall
Rider's signature

Rider's Parent or Guardian signature

303-646-6115
Rider's address / phone number
8022 FOX RIDGE CT
BOULDER, CO 80301



Release of Liability

ANNA WEATHERFORD

This Release of Liability is made and entered into on WEDNESDAY the 3rd day of AUGUST, 2005, by and between Wendy Chase, hereinafter designated Manager and ANNA WEATHERFORD hereinafter designated Rider, and if Rider is a minor, Rider's parent or guardian, LINDY WEATHERFORD. In return for the use, today, and on all future dates of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, fall, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damages, cost or expenses arising out of Riders use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to abide by all of Manager's rules and regulations.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Wendy Chase
Manager or Witness signature

Anna Weatherford
Rider's signature

Melna Weatherford
Rider's Parent or Guardian signature

840 Helena Ct
Rider's address / phone number
Ft. Collins, CO 80524
970-484-5218

Release of Liability

LINDY WEATHERFORD

This Release of Liability is made and entered into on WEDNESDAY the 3rd day of AUGUST, 2005, by and between Wendy Chase, hereinafter designated Manager and LINDY WEATHERFORD, hereinafter designated Rider, and if Rider is a minor, Rider's parent or guardian, _____ . In return for the use, today, and on all future dates of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, fall, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damages, cost or expenses arising out of Riders use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to abide by all of Manager's rules and regulations.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Wendy Chase
Manager or Witness signature

Lindy Weatherford
Rider's signature

Melinda Weatherford
Rider's Parent or Guardian signature

840 Helena Ct
Rider's address / phone number
Ft. Collins, Co 80524
970-484-5218

Release of Liability

GILLIAN WEBSTER

This Release of Liability is made and entered into on March 9, 2008, by and between Wendy Chase, hereinafter designated **Manager** and Gillian Webster hereinafter designated **Rider**, and if Rider is a minor, Rider's parent or guardian, _____ In return, today and on all future dates, for the use of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its partners, successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damage, cost or expenses arising out of Rider's use of or presence upon Manager's property or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to never jump unsupervised and to abide by all of Manager's other rules and regulations. Anyone using the cross country course must be under the supervision of a qualified trainer.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Trainer or Witness signature

Rider Signature

Rider's address / phone number

Rider's Parent or Guardian signature

(303) 947 - 5784

AMARIS ~~AT~~ ~~LINDY~~
Benny ~~9~~ ~~STAR~~ ~~STAR~~

AMARIS WELER

Release of Liability

This Release of Liability is made and entered into on Wed the 16 day of July, 2003, by and between Wendy Chase, hereinafter designated Manager and Amaris Weller, hereinafter designated Rider, and if Rider is a minor, Rider's parent or guardian, N/A. In return for the use, today, and on all future dates of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, fall, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damages, cost or expenses arising out of Riders use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to abide by all of Manager's rules and regulations.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Wendy Chase
Manager or Witness signature

Amaris Weller
Rider's signature

Rider's Parent or Guardian signature

2300 Waterblossom Ln
Rider's address / phone number
Fort Collins CO 80526

970-282-9429
cell 217-5124

w/LINDY W.

Release of Liability

DALE WOODSEY

This Release of Liability is made and entered into on AUG 9, 2009, by and between Moqui Meadows LLC and DALE WOODSEY hereinafter designated **Rider**, and if Rider is a minor, Rider's parent or guardian, _____ . In return, today and on all future dates, for the use of the property, facilities, and services of Moqui Meadows LLC, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Moqui Meadows LLC property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Moqui Meadows LLC and all of its partners, successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damage, cost or expenses arising out of Rider's use of or presence upon Moqui Meadows LLC property or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Moqui Meadows LLC against and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to never jump unsupervised and to abide by all of Moqui Meadows LLC other rules and regulations. Anyone using the cross country course must be under the supervision of a qualified trainer.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Moqui Meadows LLC reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Moqui Meadows LLC and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Wendy Chase
Trainer or Witness signature

Rider's Parent or Guardian signature

[Signature]
Rider Signature

489 W 300 S Gatum (801) 3626847
Rider's address / phone number

Release of Liability

ASHLEY WOKRALL

Release of Liability is made and entered into on 8/2, 2009 by and between **Moqui Meadows LLC** and Ashley Worrall hereinafter designated **Rider**, and if Rider is a minor, Rider's parent or guardian, _____ . In return, today and on all future dates, for the use of the property, facilities, and services of Moqui Meadows LLC, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Moqui Meadows LLC property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Moqui Meadows LLC and all of its partners, successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damage, cost or expenses arising out of Rider's use of or presence upon Moqui Meadows LLC property or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Moqui Meadows LLC against and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to never jump unsupervised and to abide by all of Moqui Meadows LLC other rules and regulations. Anyone using the cross country course must be under the supervision of a qualified trainer.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Moqui Meadows LLC reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Moqui Meadows LLC and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Ashley Worrall
Trainer or Witness signature

Ashley Worrall
Rider Signature

(303) 829 5427

Rider's Parent or Guardian signature

Rider's address / phone number
36629 Mossberg Ct
Elizabeth CO 80107

W/ SEAN WOKRALL

Release of Liability

Jane Worrall

This Release of Liability is made and entered into on Aug 27, 2008, by and between Wendy Chase, hereinafter designated **Manager** and Jane Worrall, hereinafter designated **Rider**, and if Rider is a minor, Rider's parent or guardian, _____
In return, today and on all future dates, for the use of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its partners, successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damage, cost or expenses arising out of Rider's use of or presence upon Manager's property or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to never jump unsupervised and to abide by all of Manager's other rules and regulations. Anyone using the cross country course must be under the supervision of a qualified trainer.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Trainer or Witness signature

Rider's Parent or Guardian signature

Jane Worrall
Rider Signature

11450 Milford Rd
Rider's address / phone number

Elbert CO 80106

(719) 495-3576

PRODUCER
Equisure, Inc.
790 E Rice Pl Ste 100
Parker CO 80015
Phone: 303-614-6961 Fax: 303-614-6967

INSURED
Sean Worrall
PO Box 2157
Parker CO 80134

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Certain Underwriters at Lloyds	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	664/62501A09-WORRSE1	01/22/09	01/22/10	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	This Contract is Delivered as a Surplus Lines Coverage Under the Surplus Lines Insurance Act. The Insurer Issuing this Contract is Not Licensed by the Colorado Division of Insurance But Rather is Approved As A Surplus Lines Insurer. The Contract Holder and/or Named Insurer are not protected by the Provisions of the Colorado Insurance Guaranty Act.			COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$ / / /
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional	664/62501A09-WORRSE1	01/22/09	01/22/10	Included	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 \$50,000 Horse Limit any one horse in your care, custody and control.
 \$100,000 In the Aggregate for horses in your care, custody and control.
 100,000 PD Limit for prop rented/loaned to you for covered activity in your ccc. Certificate holder is provided proof of insurance only regarding the general liability exposure of the named professional.

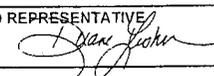
CERTIFICATE HOLDER

CANCELLATION

000000

Sean Worrall
PO Box 2157
Parker CO 80134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


Release of Liability

CHELSEA ZIMMERMAN

This Release of Liability is made and entered into on 9th of May, 2009, by and between **Wendy Chase**, hereinafter designated **Manager** and Chelsea Zimmerman hereinafter designated **Rider**, and if Rider is a minor, Rider's parent or guardian, _____ In return, today and on all future dates, for the use of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Under Colorado Law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119 Colorado Revised Statutes.
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself.
3. Rider agrees to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including, without limitation but not limited to, risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Rider agrees to hold Manager and all of its partners, successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, completely harmless and release them from all liability whatsoever and agrees not to bring any legal action against them on account of or in connection with any claims, causes of action or inaction, injuries, damage, cost or expenses arising out of Rider's use of or presence upon Manager's property or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager against and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to never jump unsupervised and to abide by all of Manager's other rules and regulations. Anyone using the cross country course must be under the supervision of a qualified trainer.
8. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable for any reason.
9. This contract is non-assignable and non-transferable and is made and entered into under the laws of the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Wendy Chase
Trainer or Witness signature

Rider's Parent or Guardian signature

[Signature]
Rider Signature

2513 Montmorency St (720) 273-9680
Rider's address / phone number

Fort Collins, CO 80526

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EG
ZIMMER1

DATE (MM/DD/YYYY)
04/21/09

PRODUCER
Agri-Risk Services
10 West 160th St., Suite 100
Well KS 66085
Phone: 800-821-5558 Fax: 913-897-1444

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Zimmerman Eventing Inc
c/o Chelsea Zimmerman
2513 Montmorency Street
Ft. Collins CO 80526

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Bankers Ins. Co.	10111
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	SL 1230355-00	08/28/08	08/28/09	EACH OCCURRENCE	\$ 500,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 500,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 1,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				FireLegal	\$50,000
		<input type="checkbox"/> ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
EFFECTIVE 4/21/09 - CERTIFICATE HOLDER IS ADD'L INSURED PREMISES OWNER, ONLY AS RESPECTS LIABILITY ARISING FROM EQUESTRIAN ACTIVITIES OF THE NAMED INSURED &/OR IN ACCORDANCE WITH POLICY CONDITIONS WHILE ON CERTIFICATE HOLDER'S PROPERTY.

CERTIFICATE HOLDER
STONEG1
Stonegate Stables
3628 North Taft Hill Road
Fort Collins CO 80526

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Agri-Risk Services, Inc



CERTIFICATE OF LIABILITY INSURANCE

OP ID EG
ZIMMER1DATE (MM/DD/YYYY)
09/01/09

PRODUCER Agri-Risk Services 40 West 160th St., Suite 100 Gilwell KS 66085 Phone: 800-821-5558 Fax: 913-897-1444	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Zimmerman Eventing Inc c/o Chelsea Zimmerman 2513 Montmorency Street Ft. Collins CO 80526	INSURER A:	American Bankers Ins. Co. 10111
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SL 1230355-01	08/28/09	08/28/10	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 FireLegal \$50,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	Y/N			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ADD'L INSURED PREMISES OWNER, ONLY AS RESPECTS LIABILITY ARISING FROM EQUESTRIAN ACTIVITIES OF THE NAMED INSURED &/OR IN ACCORDANCE WITH POLICY CONDITIONS WHILE ON CERTIFICATE HOLDER'S PROPERTY.

CERTIFICATE HOLDER

STONEG1

Stonegate Stables
3628 North Taft Hill Road
Fort Collins CO 80524

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AUTHORIZED REPRESENTATIVE
Agri-Risk Services, Inc

ACORD 25 (2009/01)

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1/6/2010

Gmail - FW: Magpie -5n 68w SEC 36



Mike Sutak <mikesutak@gmail.com>

FW: Magpie -5n 68w SEC 36

1 message

Steve Grimes <Steve.Grimes@ensignenergy.com>
To: mikesutak@gmail.com

Tue, Jan 5, 2010 at 2:18 PM

Stephen Grimes

Drilling Manager

Ensign U.S. Drilling Inc.

303-292-1206 Office

303-884-7332 Cell

steve.grimes@ensignenergy.com

From: Steve Grimes
Sent: Tuesday, January 05, 2010 1:38 PM
To: 'MAGPIE'
Subject: RE: Magpie -5n 68w SEC 36

Rayen ? sorry if I missed spelled.

JSND well vert. 7650 \$155,50

1100 dir. JSND \$172,460

Stephen Grimes

Drilling Manager

Ensign U.S. Drilling Inc.

303-292-1206 Office

303-884-7332 Cell

steve.grimes@ensignenergy.com



1/6/2010

Gmail - FW: Magpie -5n 68w SEC 36

From: MAGPIE [mailto:magpieoil@yahoo.com]

Sent: Tuesday, January 05, 2010 1:32 PM

To: Steve Grimes

Subject: Magpie -5n 68w SEC 36

Mr. Grimes,

The wells are in the SE/4 of 36 5N 68W. JSand, right around 7650'. 1100' for the directional aspect. Thank you very much.

Ryan Warner

CORNERING AND CONTIGUOUS UNITS when used in reference to an exception location shall mean those lands which make up the unit(s) immediately adjacent to and toward which a well is encroaching upon established setbacks.

CROP LAND shall mean lands which are cultivated, mechanically or manually harvested, or irrigated for vegetative agricultural production.

CUBIC FOOT of gas shall mean the volume of gas contained in one cubic foot of space at a standard pressure base and a standard temperature base. The standard pressure base shall be 14.73 psia, and the standard temperature base shall be 60° Fahrenheit.

D-J BASIN FOX HILLS PROTECTION AREA shall mean that area of the State consisting of Townships 5 South through Townships 5 North, Ranges 58 West through 70 West, and Township 6 South, Ranges 65 West through 70 West.

DAY shall mean a period of twenty-four (24) consecutive hours.

DEDICATED INJECTION WELL shall mean any well as defined under 40 C.F.R. §144.5 B, 1992 Edition, (adopted by the U.S. Environmental Protection Agency) used for the exclusive purpose of injecting fluids or gas from the surface. The definition of a dedicated injection well does not include gas storage wells.

DESIGNATED AGENT, when used herein shall mean the designated representative of any producer, operator, transporter, refiner, gasoline or other extraction plant operator, or initial purchaser.

DESIGNATED OUTSIDE ACTIVITY AREAS shall mean a well-defined outside area (such as a playground, recreation area, outdoor theater, or other place of public assembly) that is occupied by twenty (20) or more persons on at least forty (40) days in any twelve (12) month period or by at least five hundred (500) or more people on at least three (3) days in any twelve (12) month period.

DIRECTOR shall mean the Director of the Oil and Gas Conservation Commission of the State of Colorado or any member of the Director's staff authorized to represent the Director.

DOMESTIC GAS WELL shall mean a gas well that produces solely for the use of the surface owner. The gas produced cannot be sold, traded or bartered.

DRILLING PITS shall mean those pits used during drilling operations and initial completion of a well, and include:

ANCILLARY PITS used to contain fluids during drilling operations and initial completion procedures, such as circulation pits and water storage pits.

COMPLETION PITS used to contain fluids and solids produced during initial completion procedures, and not originally constructed for use in drilling operations.

FLOWBACK PITS used to contain fluids and solids produced during initial completion procedures.

RESERVE PITS used to store drilling fluids for use in drilling operations or to contain E&P waste generated during drilling operations and initial completion procedures.

EDUCATIONAL FACILITY shall mean any building used for legally allowed educational purposes for more than twelve (12) hours per week for more than six (6) persons. This includes any building or portion of building used for licensed day-care purposes for more than six (6) persons.

EMERGENCY ORDER shall mean an order issued by the Commission pursuant to C.R.S. §34-60-108(3).

the height of the derrick or mast, whichever is greater. Equivalent safety measures shall be taken where terrain, location or other conditions do not permit this minimum distance requirements.

- d. Existing wells are exempt from the provisions of these regulations as they relate to the location of the well.
- e. Existing producing facilities shall be exempt from the provisions of these regulations with respect to minimum distance requirements and setbacks unless they are found by the Director to be unsafe.
- f. Self-contained sanitary facilities shall be provided during drilling operations and at any other similarly staffed oil and gas operations facility.

603. DRILLING AND WELL SERVICING OPERATIONS AND HIGH DENSITY AREA RULES

- a. **Statewide setbacks.** Subparagraph (1) below shall apply to all areas of the state except as provided under subparagraphs b. and e. of this rule. Subparagraph (2) below shall apply to all areas of the state.

(1) At the time of initial drilling of the well, the wellhead shall be located a distance of one hundred fifty (150) feet or one and one-half (1-1/2) times the height of the derrick, whichever is greater, from any building unit, public road, major above ground utility line, or railroad.

(2) A well shall be a minimum distance of one hundred fifty (150) feet from a surface property line. An exception may be granted by the Director if it is not feasible for the operator to meet this minimum distance requirement and a waiver is obtained from the offset surface owner(s). An exception request letter stating the reasons for the exception shall be submitted to the Director and accompanied by a signed waiver(s) from the offset surface owner(s). Such waiver shall be written and filed in the county clerk and recorder's office and with the Director.

- b. **High density area rules for building units.** A high density area shall be determined at the time the well is permitted on a well-by-well basis by calculating the number of building units within the seventy-two (72) acre area defined by a one thousand (1000) foot radius from the wellhead or production facility. If thirty-six (36) or more actual or platted building units (as defined in the 100 Series rules) are within the one thousand (1000) foot radius or eighteen (18) or more building units are within any semi-circle of the one thousand (1000) foot radius (i.e., an average density of one (1) building unit per two (2) acres), it shall be deemed a high density area. If platted building units are used to determine the density, then fifty percent (50%) of said platted units shall have building units under construction or constructed.

- c. **High density area rules for other facilities.** If an educational facility, assembly building, hospital, nursing home, board and care facility, or jail is located within one thousand (1000) feet of a wellhead or production facility, high density area rules shall apply.

- d. **Designated outside activity area.** The Commission, upon application and hearing, shall determine the appropriate boundary and setbacks for a designated outside activity area as defined in the 100 Series rules. The minimum setback from the boundary of the designated outside activity area shall be three hundred fifty (350) feet.

- e. The following rules shall apply in high density and designated outside activity areas:

(1) **Provisions for encroaching development.** If, by virtue of subsequent future surface development, an area becomes a high density area, subsections (2), (3), (7) and (14) shall not apply to the operator.

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TOC: Colorado Revised Statutes Annotated, Constitution, Court Rules & ALS, Combined > /.../ > ARTICLE 60.OIL AND GAS CONSERVATION > 34-60-127. Reasonable accommodation

Citation: C.R.S. 34-60-127

C.R.S. 34-60-127

COLORADO REVISED STATUTES

*** THIS DOCUMENT IS CURRENT THROUGH THE 2009 LEGISLATIVE SESSION ***

TITLE 34. MINERAL RESOURCES
OIL AND NATURAL GAS
ARTICLE 60.OIL AND GAS CONSERVATION**GO TO COLORADO STATUTES ARCHIVE DIRECTORY**

C.R.S. 34-60-127 (2009)

34-60-127. Reasonable accommodation

(1) (a) An operator shall conduct oil and gas operations in a manner that accommodates the surface owner by minimizing intrusion upon and damage to the surface of the land.

(b) As used in this section, "minimizing intrusion upon and damage to the surface" means selecting alternative locations for wells, roads, pipelines, or production facilities, or employing alternative means of operation, that prevent, reduce, or mitigate the impacts of the oil and gas operations on the surface, where such alternatives are technologically sound, economically practicable, and reasonably available to the operator.

(c) The standard of conduct set forth in this section shall not be construed to prevent an operator from entering upon and using that amount of the surface as is reasonable and necessary to explore for, develop, and produce oil and gas.

(d) The standard of conduct set forth in this section shall not be construed to abrogate or impair a contractual provision binding on the parties that expressly provides for the use of the surface for the conduct of oil and gas operations or that releases the operator from liability for the use of the surface.

(2) An operator's failure to meet the requirements set forth in this section shall give rise to a cause of action by the surface owner. Upon a determination by the trier of fact that such failure has occurred, a surface owner may seek compensatory damages or such equitable relief as is consistent with subsection (1) of this section.

(3) (a) In any litigation or arbitration based upon this section, the surface owner shall present evidence that the operator's use of the surface materially interfered with the surface owner's use of the surface of the land. After such showing, the operator shall bear the burden of proof of showing that it met the standard set out in subsection (1) of this section. If an operator makes that showing, the surface owner may present rebuttal evidence.

(b) An operator may assert, as an affirmative defense, that it has conducted oil and gas operations in accordance with a regulatory requirement, contractual obligation, or land use plan provision, that is specifically applicable to the alleged intrusion or damage.

(4) Nothing in this section shall:

(a) Preclude or impair any person from obtaining any and all other remedies allowed by law;

(b) Prevent an operator and a surface owner from addressing the use of the surface for oil and gas operations in a lease, surface use agreement, or other written contract; or

(c) Establish, alter, impair, or negate the authority of local and county governments to regulate land use related to oil and gas operations.

HISTORY: Source: L. 2007: Entire section added, p. 1335, § 2, effective September 1.

Cross references: For the legislative declaration contained in the 2007 act enacting this section, see section 1 of chapter 314, Session Laws of Colorado 2007.

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TOC: Colorado Revised Statutes Annotated, Constitution, Court Rules & ALS, Combined > /.../ > ARTICLE 60.OIL AND GAS CONSERVATION > 34-60-127. Reasonable accommodation

Service: Get by LEXSEE®
Citation: 684 P.2d 951

684 P.2d 951, *; 1984 Colo. App. LEXIS 1094, **

John EMBREE and Linda Embree, Plaintiffs-Appellants, v. AMERICAN CONTINENTAL CORPORATION, an Ohio Corporation, d/b/a Medema Homes, Defendant-Appellee

No. 83CA0067

Court of Appeals of Colorado, Division Two

684 P.2d 951; 1984 Colo. App. LEXIS 1094

June 21, 1984

PRIOR HISTORY: [**1] Appeal from the District Court of Arapahoe County. Honorable Thomas C. Levi, Judge.

DISPOSITION: Judgment Affirmed.

CASE SUMMARY

PROCEDURAL POSTURE: Plaintiff buyers appealed from a judgment of the District Court of Arapahoe County (Colorado), which dismissed the buyers' suit against defendant vendor for breach of an agreement.

OVERVIEW: The buyers filed suit against the vendor, claiming that it failed to level their lot as agreed. However, the vendor argued that the suit was barred by Colo. Rev. Stat. § 13-80-127, a two-year statute of limitations on certain construction-related improvements on real property. The buyers argued that the leveling of the lot did not fall within the ambit of the statute. On review, the court affirmed the trial court's judgment. In reaching its conclusion, the court held that the leveling and grading of a lot was essential to the construction and completion of a house and thus fell within the scope of the statute. As a result, the court held that the buyers' action was time-barred.

OUTCOME: The court affirmed the order dismissing the buyers' suit for breach of an agreement.

CORE TERMS: buyers', grading, builder, vendor's, improvement to real property, summary judgment, statute of limitations

LEXISNEXIS® HEADNOTES

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[Contracts Law](#) > [Types of Contracts](#) > [Construction Contracts](#)

[Governments](#) > [Legislation](#) > [Statutes of Limitations](#) > [Time Limitations](#)

[Torts](#) > [Business Torts](#) > [General Overview](#)

HN1 See Colo. Rev. Stat. § 13-80-127(1), (4).

[Contracts Law](#) > [Types of Contracts](#) > [Construction Contracts](#)

[Governments](#) > [Legislation](#) > [Statutes of Limitations](#) > [Time Limitations](#)

HN2 Grading is essential and integral to the construction and completion of a house and is, therefore, part of the improvements to the real property; thus, actions stemming from such an activity fall within the ambit of the two-year statute of limitations under Colo. Rev. Stat. § 13-80-127. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

COUNSEL: Hornbein, MacDonald, Fattor & Buckley, P.C., Donald P. MacDonald, Rhett K. Dacus, Denver, Colorado, Attorneys for Plaintiffs-Appellants.

George Alan Holley & Associates, Scott D. Albertson, Golden, Colorado, Attorneys for Defendant-Appellee.

JUDGES: Judge Van Cise. Smith and Berman, JJ., concur.

OPINION BY: VanCISE

OPINION

[*951] Plaintiffs, John and Linda Embree (buyers), appeal a summary judgment dismissing their action against defendant, American Continental Corp., d/b/a Medema Homes, Inc. (builder vendor), as barred by the statute of limitations applicable to actions against builder vendors. We affirm.

Buyers contracted with builder vendor for the construction and sale of a home on a lot selected by them. The house was completed and the deal was closed in November 1977. At that time buyers complained that the lot grading was not what they had been told it

was going to be. When builder vendor refused to correct the grading, buyers had the work done at their own expense in 1979 and 1980.

In September 1981, buyers commenced this lawsuit, seeking damages from builder [**2] vendor for its failure to grade and level their lot as agreed, based on claims of [*952] fraudulent representations, negligent misrepresentations, and breach of express warranty. In its answer, builder vendor raised the affirmative defense of the statute of limitations, § 13-80-127, C.R.S. (effective July 1, 1979, as amended) (1983 Cum. Supp.). The trial court held that buyers were barred by this statute, and granted builder vendor's summary judgment motion.

This statute provides, in pertinent part:

HN1 (1)(a) All actions against any builder vendor performing or furnishing the construction of any improvement to real property shall be brought within two years after the claim for relief arises, and not thereafter

"(b) A claim for relief arises under this section at the time the damaged party discovers or in the exercise of reasonable diligence should have discovered the defect in the improvement which ultimately causes the injury

"(c) Such action shall include any and all actions in tort, contract or other actions for the recovery of damages for:

"(I) Any deficiency in the construction of [**3] any improvement to real property

* * *

"(4) (b) All actions commenced on or after July 1, 1979, to assert claims for relief arising prior to July 1, 1979, which are not barred by this section as it existed prior to July 1, 1979, or any other applicable statute of limitations shall be commenced on or before July 1, 1981, and not thereafter."

The only issue on this appeal is whether the trial court erred in holding that buyers' claims are barred by the above statute. Buyers contend that grading of the lot is not an "improvement to real property" and that, since there was no grading done, there was no "defect" or "deficiency." We agree with the holding of the trial court.

John Embree in his deposition described the grading as sloping and therefore not level as had been promised. Buyers were dissatisfied and unhappy with the way the grading was done and, therefore, from their standpoint the grading was "deficient." This belies the argument in their brief that no grading was done.

Contrary to buyers' contention, HN2 grading is essential and integral to the construction and completion of a house and is, therefore, part of the improvements to the real [**4] property. See e.g., *Mazel v. Bain*, 272 Ala. 640, 133 So.2d 44 (1961); *Lewis v. Midway Lumber Co.*, 114 Ariz. 426, 561 P.2d 750 (Ariz. App. 1977); *Howard M. Deason & Co. v. Costa Tierra Ltd.*, 2 Cal. App. 3d 742, 83 Cal. Rptr. 105 (1969); *Chase v. City of Sioux City*, 86 Iowa 603, 53 N.W. 333 (1892). Builder vendor's alleged improper grading of the lot is a "deficiency in an improvement to real property," and buyers' claims, therefore, are within the scope of the limitation statute.

Judgment affirmed.

JUDGE SMITH and JUDGE BERMAN concur.

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Citation: 716 P.2d 148716 P.2d 148, *; 1985 Colo. App. LEXIS 1426, **;
CCH Prod. Liab. Rep. P10,878

Michael ENRIGHT, Plaintiff-Appellee, v. CITY OF COLORADO SPRINGS, a municipal corporation, and Harding Glass Industries, a Missouri corporation, doing business as Harding Glass Company, Defendants-Appellants

No. 83CA0197

Court of Appeals of Colorado, Division One

716 P.2d 148; 1985 Colo. App. LEXIS 1426; CCH Prod. Liab. Rep. P10,878

October 31, 1985

SUBSEQUENT HISTORY: [**1] Modified and as Modified; Rehearing Denied January 23, 1986.**PRIOR HISTORY:** Appeal from the District Court of El Paso County, Honorable Robert M. Elliott, Judge.**CASE SUMMARY****PROCEDURAL POSTURE:** Defendants, city, and glass company, appealed a judgment from the District Court of El Paso County (Colorado) in favor of plaintiff injured party in a products liability action.**OVERVIEW:** The injured party commenced an action against the city and the glass company for personal injuries sustained when he fell through a plate glass vestibule at the airport. The trial court rendered a judgment in favor of the injured party against the city and the glass company for negligence and found the glass company liable on the theory of strict liability. The trial court's judgment was reversed because the injured party's actions against the glass company were not brought within the statutory period required by Colo. Rev. Stat. § 13-80-127, and the claim was barred. The trial court erred in concluding that the vestibule was a product rather than an improvement to real property and did not come within the terms of § 13-80-127. Based on the city's intention, the vestibule was a permanent fixture to the terminal itself and had to be construed as an improvement to real property. Thus, the glass company was not a product manufacturer but, instead, a contractor erecting an improvement to real property.**OUTCOME:** The court reversed the trial court's judgment in favor of the injured party in his product liability action. A new trial was ordered against the city solely on the theory that the city's negligence caused the injured party's injuries.**CORE TERMS:** vestibule, glass, improvement to real property, terminal, products liability, manufacturer, doorjamb, airport, contractor, plate glass, wind**LEXISNEXIS® HEADNOTES**

Hide

Governments > Legislation > Statutes of Limitations > Time Limitations

Torts > Procedure > Statutes of Limitations > General Overview

HN1 Colo. Rev. Stat. § 13-80-127 provides that: all actions against any contractor to recover damages for injury to person or property caused by the design or construction of any improvement to real property shall be brought within 2 years after the claim for relief arises, and not thereafter, but in no case shall such action be brought more than 10 years after the substantial completion of improvements to the real property. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

Torts > Premises Liability & Property > General Premises Liability > General Overview

HN2 The principal factor to be considered in making a determination whether something constitutes an improvement to real property is the intention of the owner. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)**COUNSEL:** Richard J. Kennedy, Colorado Springs, Colorado, Attorney for Plaintiff-Appellee.

Blunk and Johnson, Forrest S. Blunk, Dever, Colorado, Attorneys for Defendant-Appellant City of Colorado Springs.

Rector, Retherford, Mullen & Johnson, Neil C. Bruce, L. Dan Rector, Colorado Springs, Colorado, Attorneys for Defendant-Appellant Harding Glass Industries.

JUDGES: Judge Berman. Pierce and Sternberg, JJ., concur.**OPINION BY:** BERMAN**OPINION**

[*149] Defendants, City of Colorado Springs (City) and Harding Glass Industries (Harding Glass), appeal the judgment in favor of Michael Enright (plaintiff) who sustained personal injuries when he fell through a plate glass vestibule at the Colorado Springs Municipal Airport. At trial, the jury found both defendants liable based on negligence, Harding Glass liable based on the theory of strict liability, and found the plaintiff not negligent at all. The jury returned a verdict in the amount of \$67,500, assessing sixty-five percent of the damages against the City and thirty-five percent against Harding **[**2]** Glass, making both parties jointly and severally liable. We reverse.

The operative facts are the following: An airport terminal building was constructed in 1966 by the City. Subsequently, it was discovered that wind frequently blew the doors open at one end of the terminal. The City determined that installation of a vestibule would alleviate the problem. Harding Glass was employed to construct the vestibule. Construction was completed in 1967. On June 23, 1979, the plaintiff was exiting the airport terminal. As he walked through the vestibule, he fell to his right through a plate glass panel of the vestibule, and was injured.

I.

Harding Glass alleges that, as to its liability, the plaintiff's claims are barred by § 13-80-127, C.R.S. ^{HN1} That statute, in effect during times pertinent here, provided that:

"All actions against any . . . contractor . . . to recover damages for injury to person or property caused by the design . . . [or] construction of any *improvement to real property* shall be brought within two years after the claim for relief arises, and not thereafter, but in no case shall such action be brought more than ten years after the substantial completion **[**3]** of improvements to the real property . . ." (emphasis added)

The phrase "an improvement to real property" is not defined by the statute, and therefore, we must assume that the General Assembly intended that this phrase be given its usual and ordinary meaning. *Stanske v. Wazee Electric C@.* 690 P.2d 1291 (Colo. App. 1984).

The trial court improperly concluded that the vestibule was a product, not an improvement to real property, and therefore does not come within the terms of the statute.

Plaintiff contends that, because the vestibule was fabricated and attached by screws and bolts to an existing doorjamb, and that it could be removed from the doorjamb without damage to the terminal building, the vestibule is not an improvement to real property. However, the fact that the vestibule **[*150]** could probably be removed from the doorjamb where it is attached is not decisive.

^{HN2} The principal factor to be considered in making a determination whether something constitutes an improvement to real property is the intention of the owner. Here, it is clear that it was the intention of the City to annex the vestibule in order to provide permanent relief from the problems suffered as **[**4]** a result of the wind blowing through the terminal. The record does not indicate any instances in which the vestibule was removed or replaced. Therefore, the vestibule was a permanent fixture to the terminal itself, and must be construed as an improvement to real property.

Since plaintiff's actions against Harding Glass were not brought within the statutory period required by § 13-10-127, the claim against it is barred.

II.

The trial court instructed the jury that it could find against the City on theories of products liability, premise liability, or negligence. The trial court instructed the jury on the theory of products liability based on its interpretation of the term "manufacturer" under §13-21-401(1), C.R.S. (1985 Cum. Supp.) of the Colorado Products Liability Act.

Since we are reversing the judgment against defendant Harding Glass on the basis that the glass company was not a product manufacturer, but instead a contractor erecting an improvement to real property, then neither can the City be deemed a product manufacturer. As a result, the City cannot be found liable under any theory of products liability.

Since the jury was instructed that it could find against the City **[**5]** on the theory of products liability, and since there were no special interrogatories submitted to it concerning Particular theories of liability, we cannot ascertain the legal theory upon which the jury found against the City. Thus, a new trial against the City is required, but solely on the theory that the City's negligence caused plaintiff's injuries.

The judgment is reversed and the cause is remanded for further proceedings not inconsistent with this opinion.

JUDGE PIERCE and JUDGE STERNBERG concur.

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imprimis (im-pri-mis), *adv.* [fr. Latin *in primis* "in the first"] In the first place. — Also termed *in primis*.

imprison, *vb.* To confine (a person) in prison.

imprisonment, *n.* 1. The act of confining a person, esp. in a prison <the imprisonment of Jackson was entirely justified>. 2. The state of being confined; a period of confinement <Jackson's imprisonment lasted 14 years>. See FALSE IMPRISONMENT.

"Imprisonment, by whatever name it is called, is a harsh thing, and the discipline that must be exercised over human beings in close confinement can never be wholly agreeable to those subject to it. When an attempt is made to hide the harsh realities of criminal justice behind euphemistic descriptions, a corrupting irony may be introduced into ordinary speech that is fully as frightening as Orwell's 'Newspeak.'" Lon L. Fuller, *Anatomy of the Law* 57 (1968).

imprisonment for debt. *Hist.* Detention of a debtor by court order to force the debtor to pay certain civil obligations. • The remedy was usu. available only when the debt arose from nonpayment of taxes or fines owed to the Crown, or from the debtor's failure to pay court-ordered support or alimony, or from the debtor's failure to obey a decree *ad factum praestandum*. — Also termed *civil imprisonment*. See decree *ad factum praestandum* under DECREE.

improbation. *Scots law.* An action to prove that a document is forged or otherwise false. — Also termed *proper improbation*.

reduction improbation. *Scots law.* An action in which a person who may be hurt or affected by a document can demand the document's production in court. • The person bringing the action may ask the court either to determine the document's effects or to nullify the document. If the document is not produced, the court can automatically declare it false or forged.

improper, *adj.* 1. Incorrect; unsuitable or irregular. 2. Fraudulent or otherwise wrongful.

improper cumulation of actions. *Hist.* Under the common-law pleading system, the joining of inconsistent causes of action in one proceeding. • This is permitted under most modern pleading systems.

improper feud. See FEUD (1).

improper influence. See UNDUE INFLUENCE (2).

improper means of discovery. *Trade secrets.* A wrongful way of figuring out a competitor's trade secret, as by misrepresentation, eavesdropping, or stealing.

improper motion. See MOTION (2).

improper rector. See RECTOR (1).

impropriation (im-proh-pree-ay-shən). *Eccles. law.* The grant of an ecclesiastical benefice to the use of a layperson, whether individual or corporate. See LAY IMPROPRIATOR. Cf. APPROPRIATION (5).

"A church might also be appropriated to a layman, and the proper word to denote this was *impropriation* as distinct from *appropriation*, which was confined to the case of an allocation to a spiritual body." G.C. Cheshire, *Modern Law of Real Property* 333 (3d ed. 1933).

improve, *vb.* 1. To increase the value or enhance the appearance of something. 2. To develop (land), whether or not the development results in an increase or a decrease in value. — **improver**, *n.*

improved land. Real property that has been developed. • The improvements may or may not enhance the value of the land.

improved value. *Real estate.* In the appraisal of property, the value of the land plus the value of any improvements.

improvement. An addition to real property, whether permanent or not; esp., one that increases its value or utility or that enhances its appearance. — Also termed *land improvement*. Cf. FIXTURE. [Cases: Improvements ⊕ I. C.J.S. *Improvements* §§ 2, 4.]

beneficial improvement. See *valuable improvement*.

general improvement. An improvement whose primary purpose or effect is to benefit the public generally, though it may incidentally benefit property owners in its vicinity.

local improvement. A real-property improvement, such as a sewer or sidewalk, financed by special assessment, and specially benefiting adjacent property. [Cases: Municipal Corporations ⊕ 265. C.J.S. *Municipal Corporations* § 958.]

necessary improvement. An improvement made to prevent the deterioration of property.

public improvement. An improvement made to property owned by the state or any other political entity, such as a municipality.

valuable improvement. An improvement that adds permanent value to the freehold. • Because of its nature, a valuable improvement would not typically be made by anyone other than the owner. A valuable improvement may be slight and of small value, as long as it is both permanent and beneficial to the property. — Also termed *beneficial improvement*.

voluntary improvement. An improvement whose only purpose is ornamental.

improvement bond. See *revenue bond* under BOND (3).

improvement claim. See *Jepson claim* under PATENT CLAIM.

improvement invention. See INVENTION.

improvement patent. See PATENT (3).

improvidence (im-prahv-ə-dənts). A lack of foresight and care in the management of property, esp. as grounds for removing an estate administrator.

improvident (im-prahv-ə-dənt), *adj.* 1. Lacking foresight and care in the management of property. 2. Of or relating to a judgment arrived at by using misleading information or a mistaken assumption.

impruiare (im-proo-ee-air-ee), *vb.* [Law Latin] *Hist.* To improve land.

impubes (im-pyoo-beez), *n.* [Latin] *Roman law.* A child under the age of puberty. • Under Roman law, this term referred to a male under 14 and a female under 12. Pl. *impuberes* (im-pyoo-bə-reez). Cf. INFANS.

impugn (im-pyoon), *vb.* To challenge or call into question (a person's character, the truth of a statement, etc.). — **impugment**, *n.*

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What is Eventing?

Eventing could be termed an "equestrian triathlon." It involves working with a horse both on the flat and over fences. The three phases are: dressage, endurance (or cross-country), and show jumping. Over the centuries it has developed from the test of the ideal military charger. Eventing has now evolved into an exciting sport attracting interest from all levels of sports enthusiasts, from weekend hobby riders to professional international stars.

Day One: Dressage



The dressage phase begins every eventing competition. In French, dressage means "training." Originally designed to show the horse's ability to perform intricate movements on the parade involved with reviewing troops, today the dressage test comprises a set series of movements performed in an enclosed arena. Precision, smoothness, suppleness and complete obedience show off the horse's obedience. Ideally the horse appears to perform the test moments of its own accord, working in harmony with its rider. The test is scored on each movement, rather like the scoring of the compulsories in figure skating, with the overall harmony and precision of the test taken into consideration.

Dressage is also very important to the three-day event horse, as it helps to develop the muscular strength and suppleness needed the other two days of competition, endurance day and show jumping, where the horse must be unbelievably fit and strong, and able to lengthen and shorten stride at a gallop.

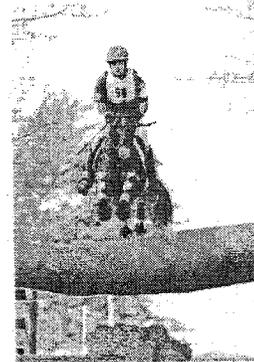
The purpose of the dressage test is to demonstrate the level of communication between the horse and rider to and display the power and grace required to perform each movement with balance, rhythm, and suppleness. Due to the demands of the sport, the three-day event horse is extremely fit, and only strong and tactful riders possess the skills needed to harness and direct that energy into a both polished and powerful performance.

Day Two: Cross-Country

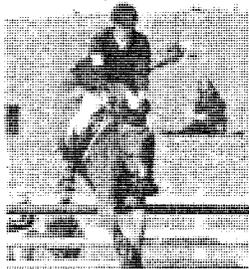
The cross-country test takes place on the second day of competition. The object of this test is to prove the speed, endurance, and jumping ability of the horse over varied terrain and obstacles. In order to accomplish this task, the horse and rider must be at peak condition. The horse must be brave and obedient, and the rider must use knowledge of pace in order to expend only as much of the horse's energy as necessary, if they expect to finish well.

The cross-country course covers approximately 2.75 to 4 miles, along which sit 24-36 fixed and solid obstacles. This phase is ridden at a gallop, with exact speed requirements depending on the level of competition. Cross-country courses require horses and riders to be bold and smart, while testing their physical stamina. The aim of each combination of horse and rider must complete, on time and with as few penalties as possible. Penalties can be accrued through jumping errors (horse refuses or runs out at an obstacle, rider falls off on course, etc.) or by exceeding the optimum time allowed.

Of the three days of competition, the cross-country phase is usually the most appealing to spectators and riders alike. It is the ultimate challenge to prepare a horse for this rigorous test. Unlike other sports, where only the human will and body are pitted against the clock, in eventing, two minds and bodies work as one. As an additional attraction, eventing is the only high-risk Olympic sport where men and women compete as equals, with no separate divisions. Some of the top riders in the world today are women from all over the globe.



Day Three: Show Jumping



The third and final test takes place in the show jumping arena. A show jumping course comprises a series of colored fences usually made up of lightweight rails that are easily knocked down. The test takes place in an enclosed ring and the course must be negotiated in order for the horse and rider to successfully complete the event. This final phase tests the stamina and recovery of the horse after the endurance phase and shows that it is fit enough to continue work.

In the words of the FEI (international governing body for equestrian sport) rule book, "The test on the third day is not an ordinary show jumping competition... Its sole object is to demonstrate that, on the day after a severe test of endurance, the horses have retained the suppleness, energy and obedience necessary for them to continue in service."

The show jumping course requires very exact riding; it consists of between 12 and 15 show

jumping obstacles, which normally include at least one combination, two spread fences, and in some cases a ditch.

The courses are designed to test the horse's and rider's ability to negotiate a variety of fences of differing heights, widths, and technicality. This requires the horse be balanced and supple for tight turns and short distances between fences. He must be able to lengthen or shorten his stride in an instant. Therefore, the rider must know exactly where he is on the approach to a fence, with an obedient horse that will respond to his commands. For the spectator, this sport is both exciting and breathtaking to watch, as just one single rail knocked down can change the final standings dramatically.

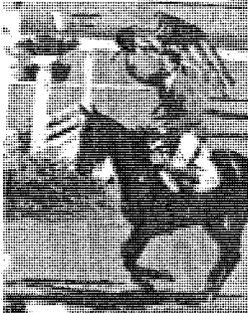
At the end of the competition, scores for all the competitors are totaled. Each test is scored individually and the penalties accrued are added together for the final results. The lowest score is the winning score. In the case of a team competition, the individual scores of each of the team members are added together. If all team members have completed the competition, the best three scores count and the team with the lowest team total is pronounced the winner.

The USEA Levels of Eventing

Beginner Novice - 2'7"
 Novice - 2'11"
 Training - 3'3"
 Preliminary - 3'7"
 Intermediate - 3'9"
 Advanced - 3'11"

Complete explanations of levels available in the *Eventing Rule Book* in Appendices 1 & 2

Brief History of Eventing in the USA



With its variation in levels and difficulty and wide range of competitions available all across the country, Eventing is a sport which provides competitive and recreational opportunities for people of all ages and backgrounds. Today, the sport is most known for its cross-country phase where horse and rider gallop over an outside course of solid obstacles which the horse has never seen before. At the uppermost level of competition, Olympic or World Championship, the cross-country phase is the phase that appeals most to spectators and riders alike. It is the ultimate challenge to prepare a horse for this rigorous test. Unlike other sports, where only the human will and body are pitted against the clock, in eventing, two minds and bodies have to work as one. As an additional attraction, eventing is the only high-risk Olympic sport that permits men and women to compete as equals. There are no separate divisions and some of the top riders in the world today are women from many nations.

In both the 1976 and 1984 Olympic Games, the U.S. Three-Day team won gold medals, as well as individual gold and silver. At the 1996 Atlanta Olympic Games, the U.S. Three-Day team won the silver medal and Kerry Millikin of Massachusetts won the individual bronze medal. At the 1999 Pan-American Games, held in Winnipeg, the United States won the team gold medal, and the individual silver and bronze medals. In Sydney in 2000, with an Olympic record-breaking score, David O'Connor won the individual gold medal. Team USA, headed by the husband and wife team, David and Karen O'Connor, Nina Fout, and Linden Wiesman won the bronze medal, confirming the United States' position as one of the top eventing countries in the world.

In 2004, the Olympic Games went to the short format for the first time. While many were extremely disappointed to see the long-format disappear at the Olympic Games, there is no doubt that the competition provided some of the best equestrian sport ever. Our own Kim Severson and Winsome Adante clinched the silver medal for the U.S. and our team of Darren Chiacchia, Julie Richards, Kim Severson, Amy Tryon, and John Williams took the bronze.

In addition to the Olympic and Pan American Games, a World Championship is held every four years. Bruce Davidson from Unionville Pennsylvania won back-to-back world titles in 1974 and 1978—a feat that has not yet been repeated. Davidson added the bronze medal to his collection at the 1990 World Three-Day Event Championship in Stockholm, Sweden. Dorothy Crowell of Lexington, Kentucky followed in Davidson's footsteps, clinching the world silver medal at The Hague in Holland in 1994. In 1998 the U.S. Team won the bronze medal at the World Three-Day Event Championship in Pratoni, Italy. At the 2002 World Equestrian Games in Jerez, Spain, the U.S. Eventing Squad of David O'Connor, John Williams, Amy Tryon and Kim Severson captured the elite team gold medal; while Darren Chiacchia and Gina Miles each put in impressive individual performances. At the World Equestrian Games in Aachen, 2006, our U.S. team of Will Faudree, Kim Severson, Amy Tryon and Heidi White just missed the bronze medal by 0.8 penalties. Amy Tryon and Poggio II jumped impressively across country and in the show jumping to take the individual bronze medal.



The sport, however, is not limited to the international levels. It draws from a wide range of riders both in age and geography. We can boast of 75 year old riders competing in preliminary three-day events to youngsters of 10 and 11 at the entry level. J. Michael Plumb, a "middle-aged" rider, who continues to compete at the highest levels of the sport, has represented the United States at eight Olympic Games (including the 1980 Alternate Olympics). In fact, since the more experienced riders are frequently training young horses at the lower levels, our young (and older) riders often have the challenge of competing against an Olympian—they sometimes even beat them!

The members of the USEA are a fiercely loyal and dedicated group of people, true horsemen. We are proud of their training and hard work, for at every level, including the entry level, our competitions provide a challenging test of discipline, ability and sportsmanship.



For additional information on the USEA or our calendar of events, please contact the USEA office:

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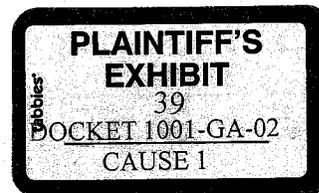
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Research Review

Spinal injuries resulting from horse riding accidents

JR Silver*¹

¹High Street, Wendover, Bucks



Injuries sustained as a result of horse riding are common. Serious injuries to the nervous system are the most dangerous. An analysis has been made of 11 papers, new figures produced by surveying Stoke Mandeville, Oswestry and Odstock spinal units and by searching the internet to determine their frequency and distribution. Head injuries outnumber spinal injuries by five to one. In contrast to other sporting accidents, there are more lumbar and thoracic than cervical injuries and more women are injured than men (though this may just be a reflection of the fact that there are more women riders than men). Of all horse riding activities, jumping is most likely to produce a spinal injury.

Spinal Cord (2002) 40, 264–271. doi:10.1038/sj.sc.3101280

Keywords: spinal injuries; horse riding; incidence

Introduction

Injuries are an inevitable consequence of horse riding since the rider's head may be poised up to 4 m (13 feet) from the ground and the horse travels at a speed of up to 65 km/h (40 mph). The horse rider is trying to control an animal, which is less intelligent than a dog though, under some circumstances, the horse may be more intelligent than the rider! Although numerically few, catastrophic injuries to the brain and spinal cord from horse riding giving rise to paralysis have attracted considerable attention. The injuries to the spinal column and the injuries to the spinal cord are unremarkable. The first aid, immediate treatment, management of the fracture and long term rehabilitation follow conventional lines.

The following questions need to be addressed:

- How many spinal injuries occur per year as a result of horse-riding, compared with other sports?
- Are spinal injuries increasing or decreasing?
- How dangerous is the sport in terms of producing spinal injury?
- How do spinal injuries occur?
- Which riders are most at risk of sustaining a spinal injury?
- What type of riding is the most dangerous?
- If these questions could be answered, how could horse riding be made safer?

Material

The material reviewed is set out in Table 1. While it is easy enough to produce selected figures for the number of horse riding accidents with spinal injuries seen at an Accident Department or a Spinal Unit, the national figures are not available so that these questions cannot be answered. This is an exercise in epidemiology (Table 2).

It has been estimated that there may be over 3 million riders in the UK of whom as many as one-third are children.¹ In the USA up to 30 million will ride in a given year.²

It is a dangerous recreation as a large number of accidents occur; the British Horse Society is made aware of eight accidents per day involving horses and over one-third may result in head injuries. In 1992 the Office of Population Census listed 12 equestrian related fatalities in 2.87 million participants.² In a study of medical examiner reports from 10 states in the USA it was found that as many as 217 deaths per year were attributable to horseback riding.³

Horse riding carries a high participant morbidity and mortality. Whereas a motor-cyclist can expect a serious incident at the rate of 1 per 7000 h, the horse-rider can expect a serious accident once in every 350 h, ie 20 times as dangerous as motor cycling.⁴ This depends on the type of riding. A Cambridge University study of 1000 riding accident hospital admissions has shown:⁵

- One injury for 100 h of leisure riding
- One injury for 5 h for amateur racing over jumps
- One injury for 1 h of cross-country eventing

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Table 1 Analysis of material

Type of case	Source	Total*	Male	Female	(a)	(p)	Type of riding	Mechanism of injury	Spinal injuries
Admissions to hospital	Edixhoven ¹⁹	622	483 (p) 25 (a)	71 (p) 43 (a)	68	554	X	✓	24; 3 crush fractures between T12 and L2. No cord injuries. All SI as a result of falls
Admissions to hospital	Barber ⁸	154	45	109	118	36	X	✓	
Admissions to spinal units	Inman: Oswestry [†]		4	22					✓
Admissions to spinal units	Inman: UK [†]		4	11					✓
Retrospective study	Whitlock ¹²	103		41 ?a/p	69	32?			10/69 amateurs 2/32 professionals
Accident Dept. 50 admissions	Lloyd ⁷	237	75	162	131 F 32 M	31 F 43 M	✓	✓	5 spinal fractures: 1 fracture dislocation CS, 4 lumbar fractures. all caused by falls
Accident Dept. 42 admissions	Chitnavis ⁹	236			133	44**		✓	4: 1 C6, 1 L3, 2 at L1. 16 soft tissue injuries. No cases of permanent neurological deficit
N/S admissions	Hamilton ¹⁰	156	X	X	X	X	✓	✓	19 pts had SI. Implication that the majority were caused by falls
Prospective study	Grossman ²²	110	X	X	>90%	X	X	X	1 severe back strain
	McGhee ²³ Brooks ^{3,24} Firth ²¹ Reckling ²								Head injuries No figures No figures No figures of his own

a=amateurs; p=professionals, M=male, F=female, SI=spinal injury. *Total equestrian related injuries. **Horse related occupations. †Unpublished figures from Oswestry and the UK units (CJ Inman, personal communication, 2001)

Table 2 Epidemiological definitions

Incidence	New accidents in a specified period of time
Prevalence	The total number of cases existing in a population at a given time
Prevalence rate	The prevalence rate should be age-related, and if possible the skill and experience of the participants should be considered
Classification and severity of injury	This must be defined whether it is a major head injury, a spinal injury or a minor injury
Population	The number of horse riders in the UK is known (over 3 million) but not the number of times they ride
Identifying causative factors	Factors that are causally related – mechanism of injury: falls from a horse on to the head or buttocks, kicks from horse etc., type of riding, temperament of the horse, the equipment
Predictive studies	To determine whether the injury varies in frequency from place to place or has changed in frequency over time, or whether it varies with different types of riding

Recent surveys have shown that 20% of injured riders attending hospital are admitted and approximately 60% of these have head injuries.

Incidence

The incidence of horse riding accidents is difficult to derive since, although many minor accidents occur, riders will not always consult a doctor. In the United States the National Electronic Injury Surveillance System⁶ found that in 1997 58 647 people attended hospital with horse related injuries and in 1998 this figure had risen to 64 693.

Accident Department – non selected cases

Three papers have been identified of attendances at Accident Departments in hospital following horse-riding accidents (Table 3).

Of 78 000 attendances at Addenbrooke's Accident Department, Cambridge, only a small proportion of whom were admitted, 0.3% were due to horse-related injuries.⁷ Of these there were five spinal injuries. In those patients who sustained neurological injuries, head injuries predominated.

The first paper from the Radcliffe Infirmary Accident Department, Oxford⁸ was a retrospective study of people who sustained injuries as a result of horse riding related accidents, who attended the Accident Department and were admitted to hospital. This was followed up by a comparison 20 years later by Chitnavis *et al*⁹ who undertook a prospective study of attendance at the Accident Department in 1991. They found a reduction in total admissions of 46% because of a fall in head injuries most likely due to the use of riding helmets. Of 177 patients seen with 236 injuries, 42 (24%) were admitted to hospital. There were four spinal fractures. The most commonly injured group remained amateur young female riders.

Those in the first Oxford paper⁸ had more serious injuries because these were admission figures. Both units had a small number of spinal injuries with a preponderance of females over males and lumbar over cervical injuries.

Neurosurgical admissions – selected cases

Hamilton and Tranmer¹⁰ reviewed riders attending three Canadian Neurosurgical Units following horse riding accidents resulting in nervous system injuries (Table 4). These cases were selected by virtue of being neurosurgical admissions to the Neurosurgical Department. There was a 6:1 preponderance of head injuries

over spinal injuries. The male/female distribution for spinal injuries was not given but the distribution of cervical injuries to lower spinal injuries showed the same broad pattern as the figures from Cambridge⁷ and Oxford.^{8,9}

Admissions to spinal units

In contrast to the previous tables, Table 5 shows the incidence of spinal cord injury due to horse riding accidents and these are all patients who were admitted to spinal units. The proportion of horse riding accidents resulting in spinal cord injury has increased but the denominator is not known since the catchment area of Stoke Mandeville has fallen. When the 1951–1968 figures were produced, Stoke Mandeville was the only spinal unit serving the south of England but in 1984 two further units, Stanmore serving London and Odstock serving the West Country, opened.

It would seem that the proportion of horse riding accidents has increased as wealth and leisure have increased. In the USA horse riding is a rare cause of spinal sporting injuries and a very rare cause of admission compared with the UK units.¹¹ Nevertheless the female to male preponderance remains and taking the injuries as a whole, injuries of the cervical spine are not nearly so common as the lower spinal injuries.

Table 3 Horse-related injuries presenting to Accident Departments at Oxford and Cambridge Hospitals⁷⁻⁹

Unit	Dates	Total attendances	Total admissions	Horse-related injuries	Spinal injuries	Sex
Oxford Accident Dept	1971–2		8768	154 (1.8%)	3 cervical 2 thoracic and lumbar	1 male 4 female
Oxford Accident Dept. (Radcliffe Infirmary)	1991			236 (in 177 patients)	1 cervical 3 lumbar	
Addenbrooke's Accident Dept.	1982–4	78,000		237 (0.3%)	1 cervical 4 lumbar	All female

Table 4 Horse riding accidents resulting in nervous system injuries in three Canadian Neurosurgical Units¹⁰

Unit	Dates	Horse-riding accidents resulting in nervous system injuries	Males	Females	Deaths due to head injury	Head injuries	Spinal injuries
Admissions to three Canadian neurosurgical units	1983–88	156	77	79	11	121	19*: 8 had neurological impairment 6 Cervical 11 Thoracic 3 No bony injury

*Spine injuries occurred in a total of 19 patients on 20 occasions. Head injury was associated with spine injury on eight occasions. There were six cervical fracture-dislocations and 11 thoracic and lumbar fractures. Three patients had evidence of neurological impairment without evidence of fracture or dislocation. Eight of the 20 accidents were associated with neurological impairment. There were three incomplete cervical cord injuries, two spinal cord concussions, one patient with a cervical radiculopathy and two with cauda equina syndrome. Two patients required surgery to stabilise cervical fracture-dislocations. Sex distribution of spinal cases not given

Prevalence

Prevalence cannot be calculated because the total number of horse riders is not given.

Prevalence rate

Sometimes age is given but this is not usual. Skill and experience of the participants has to be asked for specifically. Whitlock¹² compared professional and amateur horse riding injuries (Table 6).

Identifying causative factors

Mechanisms of injury, types of equestrian activities and methods of riding, details of the horse and riders involved in accidents and the circumstances of the accident are illustrated in Tables 7, 8, 9 and 10. Either these factors are not given at all or, if they are, the information is incomplete.

The only figures in the UK that attempt to analyze the relative risks on proper epidemiological grounds are the figures from the Jockey Club¹³ (Table 11). In the United States and Australia causative factors have been identified.^{6,14,15}

NEISS⁶ figures from the USA for 1998 show most injuries occurred at home/sports, 36.9% were males, 63.1% were females. The riders 25–44 years of age

had a higher per cent of injuries than in 1997 and 1992–1996. There was a fall in injuries in the 15 to 24-year-olds which was attributed to safety regulations. The United States Pony Clubs Accident report for 1999¹⁵ states that cross country schooling accounted for 22.5% of accidents, a percentage that was much larger than the time and numbers involved.

In Australia¹⁴ injury rates were found to be especially high among event riders, with frequent falls, injuries, and even deaths. The highest injury rates were among the riders competing at the highest levels.

Table 7 Causative factors

Mechanism of injury	Thrown, dragged, crushed, trampled, kicked, butted, bitten, scalped, lacerated, abraded
Types of equestrian activities	Hacking, trekking, racing, course racing, show jumping, dressage, horse trials and eventing, hunting, polo, riding for the disabled, non riding equestrian sports, rodeo events, point to point
Methods of riding	Jockey style: head forward Classic style: head held high, feet thrust out Bare back

Table 5 Incidence of spinal cord injury (SCI) due to horse-riding accidents²⁷

Unit	Dates	New patient admissions with SCI	SCI due to horse riding	Females	Males	Level	No neurology
Stoke Mandeville†	1951–68	588	8 (1.4%)				
Stoke Mandeville†	1984–88	343	16 (4.7%)				
Stoke Mandeville†	1994–99	604	18 (3%)	12	6	8 cervical 6 thoracic 1 lumbar	3
Odstock	1997–99	126	4 (3%)	3	1	2 thoracic 2 lumbar	
Oswestry†	1985–98	1333	26 (2%)	22	4	10 cervical 9 thoracic 7 lumbar	
All spinal units, UK† 2000			15	11	4	1 cervical 4 thoracic 3 lumbar	7

†Unpublished figures from Oswestry and the UK units (CJ Inman, personal communication, 2001). ‡Unpublished figures from Stoke Mandeville (D Wang, personal communication, 2001)

Table 6 Comparison of professional and amateur horse-riding injuries¹²

Author	Dates	Total horse riding injuries	Amateurs	Amateurs with spinal injury	Professionals	Professionals with spinal injury
Whitlock	1983–4	103	69	10	35	2

Information was obtained from the Ambulance Service, the Jockey Club and the St John Ambulance Brigade. Of these 12 spinal injuries, two involved the lumbar spine with partial paralysis

Table 8 Details of the horse

Age
Sex
Height
Purchase value
Type TB (thoroughbred)
No of previous owners
Stabling: riding school or farm
Exercised within previous two days
Veterinary examination prior to accident
Shoeing prior to accident
Shoeing within previous six weeks
Feet condition thought satisfactory
Teeth condition thought satisfactory
Sound, wind/limb/temper
Horse under treatment
Feed: hard and hay
Well-behaved boxing and grooming
Good in traffic
Good with other horses
Competition experience
Hazardous traits Equipment, saddle, bridle etc. good condition
Snaffle bit
Running martingale as extra

Table 9 Details of the rider

Female or male
Age: < 20 years
20-29
30-39
40-49
> 50
Previous head injury
Previous fractures
State of health at the time of the accident
Normally of calm temperament
Inexperienced
Previous qualified instruction
Good knowledge of stable management
Wearing hat and boots
BS 4472 jockey skull cap (recommended standard at that time)
Hat not secured or inadequate
Condition of personal equipment good
Carrying stick
Competitive experience

Predictive studies

Predictive studies can only be carried out if the previous information is available.

Discussion

Figures are available from the UK, the USA, Australia, Canada and the Netherlands⁵ but they are not comparable. Some have not been reported by

Table 10 Circumstances of the accident

Spring/Summer/Autumn/Winter
Am/Pm
Dry/Wet weather
Indoors
Fall
Knocked off
Reared
Thrown
Unbalanced
At speed
Jumping
Preventable accident
Accident happened at unapproved riding stables
Experience adequate
Stress at the time or immediately before
Type of spinal injury
Cervical
Thoracic
Lumbar
Minor fractures
Concussion

Table 11 Horse race meetings: figures from the Jockey Club¹³

Type of meeting	Falls	Injuries
Flat	1 in 292 rides	1 in 2.5 falls (40%) 1 in 720 rides
Jump (National Hunt)	1 in 15 rides (6.7%)	1 in 6 falls (16.8%) 1 in 88 rides (1.1%)
Point to point	1 in 7 rides (14.3%)	1 in 4.5 falls (22.4%) 1 in 42 rides (2.4%)

medical personnel, but by untrained personnel such as technical delegates¹⁶ or district commissioners/local leaders.¹⁵

There are selected figures from Accident Units and comparison can be made between the attendances at Addenbrooke's Hospital, which show 0.3% of total attendances were due to horse related injuries, and the Radcliffe Infirmary which show that 1.8% of admissions were due to horse related injuries (but because these are admissions they are among the more serious injuries).

Overall figures from the USA¹¹ show that between 1973 and 1985 a total of 9647 new admissions with spinal cord injury, 14.2% were due to sport, of which 2% represented horseback riding injuries.

In an overall review of horse riding injuries,¹⁰ head injuries outnumbered spinal injuries at about 5:1 which would indicate that the force required to cause a head injury is rather less than that required to fracture the spine (Figure 1).

With regard to admission to spinal units for horse riding accidents, there are far more lumbar and thoracic injuries than cervical in contrast to all other sporting injuries (Table 12) which are almost entirely cervical injuries, indicating that there are different mechanisms involved.¹⁷ In all other sporting injuries where the head leads it is almost inevitable that the cervical spine, which is more vulnerable, will be fractured rather than the lumbar or thoracic spine. The only rugby injury in which the thoracic spine was involved was when a drunken rugby player fell downstairs after a game. This would be in keeping with the speculation that in horse riding accidents there are two methods of riding: either jockey style (cross country position) with the head forward, where the rider would be more likely to sustain a cervical injury accompanied inevitably by a head injury, and classical style where the head is held high and the rider would be likely to fall on to the buttocks.⁸

Jumping is the most dangerous horse riding activity.^{13-16,18} In Australia, injury rates were found to be especially high among event riders¹⁴ (Figure 2) and in the USA cross country schooling accounted for 22.5% of accidents at pony clubs.¹⁵ USCTA statistics¹⁶ show that most serious injuries occurred in a jumping phase (Figure 3). There were 12 back injuries in 1993 and seven in 1995, all occurring in cross country.

Jockeys in the USA had a very high injury rate in 1997¹⁸ and dorsal/lumbar spine injuries were the most common injury. In the UK the Jockey Club reports that point to pointing is more dangerous than any other horse riding activity, carrying the risk of a fall in one in seven rides, injury one in 42 rides and one in 4.5 falls.¹³

The simplest information about how the rider was injured, by a fall or some other mechanism, is only available in five of the papers^{7-10,19} and even here the information is incomplete. Articles from the USA and



Figure 2 Injury rates are especially high among event riders

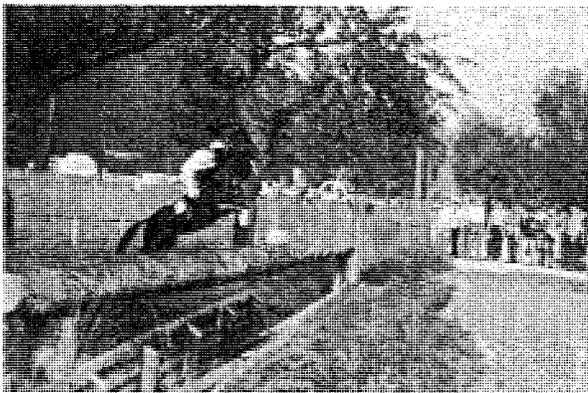


Figure 1 A dangerous activity. Head injuries outnumber spinal injuries at about 5:1

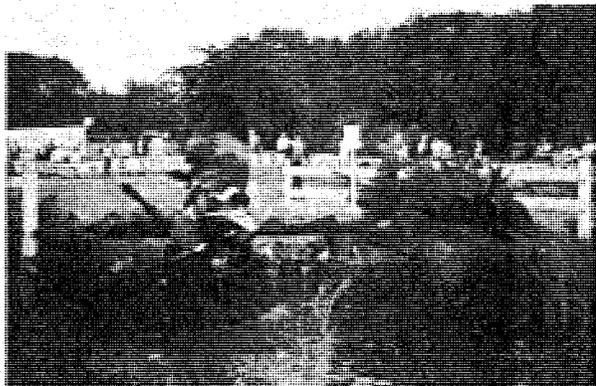


Figure 3 The most serious injuries occur during the jumping phase

Table 12 Analyses of 121 cervical sports injuries and their distribution¹⁷

Sport	Date of paper	Period of study	No	Male/Female	Age range	No of cervical injuries	Other lesions
Rugby	1984	1952-82	67	67/0	15-40	47	20
Rugby	1988	1983-87	19	19/0	13-43	18	1
Trampolining	1986	1963-78	16	13/3	10-43	15	1
Gymnastics	1986	1954-84	38	33/5	12-54	35	3
Horse riding	1991	1976-85	10	3/7	10-70	6	4
Total			150	135/15		121	

Australia^{6,14-16,18} give this information but are defective in other areas. Of a total of 50 back and spine injuries Edixhoven¹⁹ stated 16 were caused by kicks and 33 to falls. Of these 24 were spinal injuries including three crush fractures but there were no spinal cord injuries. Barber³ cited five patients with spinal cord injuries as a result of falls, only one had neurological damage. Lloyd's survey⁷ identified 237 patients with horse related injuries. He does not identify how many of the spinal injuries were caused by falls from a horse. In Hamilton's paper¹⁰ 19 patients had spinal injury. The implication is that the majority of these were caused by falls. Chitnavis *et al*⁹ state that the majority of the injured were riders (138, 78%) of whom the majority fell from their mounts (115, 83%). Some were crushed as their horse fell (20, 14%) and others struck obstacles whilst mounted (7, 5%) or were injured by entrapment of the reins (7, 5%).

Thoraco-lumbar fractures are almost unique to equestrian activities. Branches of trees have unseated riders backwards as have rearing horses. The speed of falling is thought by many to be relevant to the likelihood of serious injury as slow falls are sometimes the worst in this respect. The proximity of other horses seems to be the major problem for jockeys as their tuck and roll technique seems to ameliorate quite a lot of injuries. Recent fatalities in eventing have nearly always been when the horse has fallen on the prone rider.

It is therefore virtually impossible to correlate the injuries with the mechanism of injury on a scientific basis in contrast to rugby injuries where, as a result of numerous lawsuits, research has been carried out and accurate information has been obtained as to how accidents occur and can be prevented. In particular, Schneider's pioneering work in the USA, correlating X-rays, videos and accidents and the setting up of a national register for major accidents, has to be acknowledged.²⁰

From these five papers, a fall from a horse would appear to be most likely to cause a spinal cord injury. Just as in rugby, a kick, whilst it may cause a fracture of a transverse process, does not cause spinal cord injury.

Does a greater degree of skill give rise to greater safety? Paix¹⁴ found the highest injury rates were among the riders competing at the highest levels. The USA Pony Club report for 1999¹⁵ states that it was the child with the greatest number of years experience who was having the accidents. This is confirmed by the USCTA statistics¹⁶ which show that in horse trials advanced and intermediate divisions had the highest injury rates (0.83% and 0.84% respectively). Injuries are occurring less to young riders and more frequently to older riders perhaps because younger riders are more willing to accept safety concepts.⁵

Greater skill leading to greater safety is contentious in the sporting context as the demands increase at the higher competitive levels. Only two papers^{12,17} made a

clear distinction between amateur and professional riders although Chitnavis *et al*⁹ stated that in their survey 133 patients (75%) were amateurs and the remaining 44 (25%) were in various horse related occupations. The problem with these two papers is that the total numbers of amateur and professional riders, the number of hours that they ride and the type of riding are unknown. On general grounds it might be said that in the UK an amateur rider who indulges in hunting without wearing an appropriate protective riding hat, suitably harnessed, is more at risk than someone who hacks in a field wearing a riding hat. In the USA good hunting is enjoyed in Virginia and the Carolinas where prudence, sense and habitual effective head protection in no way distract from the furore of the chase, but leave the clinical spectrum of injury incomparably less disastrous than the experience of many British accident departments.²¹ This question cannot be answered from the figures presented.

Figures from the Jockey Club¹³ (Table 11) attempt to analyze the relative risks on proper epidemiological grounds in terms of the number of rides as opposed to the numbers of riders. They show that point to pointing is more dangerous than any other horse riding activity carrying risk of a fall in one in seven rides, injury one in 42 rides (2.4%) and one in 4.5 falls (22.4%). There are figures from the USA, in particular the Pony Club figures,¹⁵ but it is acknowledged that no figures related to total horse participants and gender are available in the USA so they are not in a form which is amenable to proper analysis.

In the UK, where space is limited, a lot of riding is done on the roads and accidents happen when cars come into collision with riders. In contrast, in the USA, riding is organised in special off-road rides, and similarly in Germany rides are better organised and controlled. But these are just anecdotes and no thorough analysis has been made of how different styles of riding and equipment can modify accidents.

In view of this lack of information, Silver and Lloyd Parry¹ carried out a retrospective study of 20 horse riders, 10 with spinal injuries and 10 with minor injuries. Detailed questionnaires covering the horse, the rider and the circumstances of the accident (Tables 8, 9, 10) were completed in an attempt to determine the importance of these factors involved. This was a small study and the hope was that it would be implemented prospectively on a much larger scale to answer the type of questions posed in this paper. Unfortunately it has not been followed up but hopefully it will be.

Conclusion

Horse riding is a dangerous sport. There has been an increase in spinal cord injury admissions due to horse riding. Women riders are more likely to be admitted with serious injury but there are more women riding and the number of accidents to female riders is probably in proportion to the total number of women

riders. Lumbar and thoracic fractures are much more common than cervical fractures, the likelihood being that this is due to fall on the buttocks or being thrown against obstructions. The injuries are more likely to occur in point to point and jumping than in flat racing or in social riding. Figures about hunting are not available and are pure speculation.

There are over 27 000 websites concerning spinal injuries on the internet, 6533 on horse riding injuries and 676 on horse riding spinal injuries so deriving this information is not an easy task.

Note added in proof

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References

- 1 Silver JR, Lloyd Parry JM. Hazards of horse-riding as a popular sport. *Br J Sports Med* 1991; **25**: 105–110.
- 2 Reckling Carlton W, Webb JK. Equestrian sports. In: Watkins RG (ed). *The spine in sports*. St Louis: Mosby 1996, 527–549.
- 3 Brooks WH, Bixby-Hammett D. Head and spinal injuries associated with equestrian sports: mechanism and prevention. In: Torg JS (ed). *Athletic injuries to the head, neck and face*. St Louis: Mosby 1991, pp 133–141.
- 4 Firth JL. Equestrian Injuries. In: Schneider RC, Kennedy JC, Plant ML (eds). *Sports Injuries. Mechanisms, Prevention, and Treatment*. Baltimore, Maryland: Williams & Wilkins 1985, pp. 431–449.
- 5 Strickland C. Equine related human injuries. The Horse Interactive October 2000. www.thehorse.com/0010/basics.html.
- 6 Bixby-Hammett D. NEISS Horse related injuries. *Am Med Equestrian Assoc News* December 1999. www.law.utexas.edu/dawson/amea/dec99nws.html.
- 7 Lloyd RG. Riding and other equestrian injuries: considerable severity. *Br J Sports Med* 1987; **21**: 22–24.
- 8 Barber HM. Horse-play: survey of accidents with horses. *Br Med J* 1973; **3**: 532–534.
- 9 Chitnavis JP *et al.* Accidents with horses: what has changed in 20 years? *Injury* 1996; **27**: 103–105.
- 10 Hamilton MG, Tranmer BI. Nervous system injuries in horseback-riding accidents. *J Trauma* 1993; **34**: 227–232.
- 11 Stover SL *et al.* *Spinal cord injury: The facts and figures*. The University of Alabama: Birmingham, Alabama: Birmingham, Alabama 1986.
- 12 Whitlock MR, Whitlock J, Johnston B. Equestrian Injuries: a comparison of professional and amateur injuries in Berkshire. *Br J Sports Med* 1987; **21**: 25–26.
- 13 Press JM *et al.* The national jockey injury study: an analysis of injuries to professional horse-racing jockeys. *Clin J Sport Med* 1995; **5**: 236–240.
- 14 Paix BR. Rider Injury rates and emergency medical services at equestrian events. *Br J Sports Med* 1999; **33**: 46–48.
- 15 Bixby-Hammett D. United States Pony Club's Accident Report, 1999. www.law.utexas.edu/dawson/amea/jun01-nws.html.
- 16 McLain DA. USCTA Statistics and Trends Years 1990, 1991, 1993 and 1995.
- 17 Silver JR. Spinal injuries in sports in the UK. *Br J Sports Med* 1993; **27**: 115–120.
- 18 Bixby Hammett D. Jockey Injuries in 1997. AMEA News November 1998. www.law.utexas.edu/dawson/amea/nov-98news.html.
- 19 Edixhoven P, Sinha SC, Dandy DJ. Horse injuries. *Injury* 1981; **12**: 279–282.
- 20 Schneider RC. *Head and Neck Injuries in Football. Mechanisms, treatment and prevention*. Baltimore: Williams & Wilkins 1973.
- 21 Firth JL. Equestrian injuries. In: Fu FH, Stone DA (eds). *Sports Injuries*. Williams & Wilkins: Baltimore 1994, pp. 315–331.
- 22 Grossman JAI *et al.* Equestrian injuries: Results of a prospective study. *JAMA* 1978; **240**: 1881–1882.
- 23 McGhee CN, Gullan RW, Miller JD. Horse riding and head injury: admissions to a regional head injury unit. *Br J Neurosurg* 1987; **1**: 131–136.
- 24 Brooks WH, Bixby-Hammett DM. Prevention of neurologic injuries in equestrian sports. *Phys Sportsmed* 1988; **16**: 84–95.
- 25 Grundy D, Swain A. *ABC of Spinal Cord Injury*. 4th edn. London: BMJ Publishing Group 2002.

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CONSERVATION COMMISSION

STATE OF COLORADO

JUN 21 1996

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REPORTER'S TRANSCRIPT
Cause No. 1, Docket No. 5-2-12
Statewide Rulemaking
May 21, 1996

The May 1996 meeting of the Colorado Oil and Gas Conservation Commission recommenced on Tuesday, May 21, 1996, at the hour of 8:30 a.m., at the offices of the Colorado Oil and Gas Conservation Commission, 1120 Lincoln Street, Suite 801, Denver, Colorado.

COMMISSIONERS PRESENT:

- Caroline Blackwell
- Allan Heinle (Chairman)
- Bruce Johnson
- Michael Matheson
- Claudia Rebne
- Marla Williams

ORIGINAL

Patricia C. Beaver
Richard Griebeling, Director

MIDYETT REPORTING SERVICE
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tabbles

PLAINTIFF'S EXHIBIT
40
DOCKET 1001-GA-02
CAUSE 1

PROCEEDINGS

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CHAIRMAN HEINLE: Mr. Brady, you made it.

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MR. BRADY: Thanks. I appreciate your giving me the opportunity to speak and continue this over until today.

When I arrived here Sunday, the industry pointed out that I was probably out for the sympathy vote. If it was that easy, I would have broken my elbow a long time ago. I'll keep this short. I have to get off of pain killers in order to drive down here, so I want to get back to Greeley so I can start taking them again.

The presentation I want to make is more philosophical than scientific. I think the little bit of science and hard facts have already been presented to you by the fire department. Unfortunately, there isn't a lot of hard data out there.

I think the question really boils down to, there haven't been good statistics kept in the past. And that isn't a slam at industry or a slam at the Commission. We just don't have the data. There isn't a good feel for how many fires have been out there, how many explosions there have been out there, how many uncontrolled or well situations, how many people have been injured.

I think we've taken a big step towards

1 quickly deserve more protection from this group.

2 And I guess as a last reminder that this
3 Commission is not only to promote the production of oil
4 and gas but also to protect the health, safety, and
5 welfare of the general public in doing so. And I think
6 this is a good step and a good-faith effort of showing
7 that the public -- that this Commission is taking that
8 charge seriously.

9 COMMISSIONER MATHESON: Mr. Brady, I'm
10 having a problem with the concept of the outside activity
11 area and how (A) to define that; and (B) how -- how does
12 that outside activity area and its relationship to the
13 well really work?

14 Say for example, we have a 350-foot
15 setback in a high-density area for -- for any situation.
16 And that area is not going to be developed. There won't
17 be encroachment of buildings.

18 MR. BRADY: First of all, I apologize.
19 I wasn't able to carry the briefcase very well. But there
20 are rules, and I think we've got it built in here in terms
21 of definition of those outside areas. We borrowed that
22 from the federal government.

23 Duane, is that the national -- it was
24 something to do with the high pressure gas lines. What's
25 the organization?

1 MR. SCHNELL: DOT.

2 MR. BRADY: DOT.

3 MR. SCHNELL: Yeah. DOT pipelines.

4 MR. BRADY: So there are definitions that
5 exist already for these outside activities.

6 One of the concerns is that we often got
7 large groups of people where there isn't necessarily a
8 building involved; example is a playground, fairgrounds,
9 or some kind of outside arena that doesn't constitute or
10 isn't considered a building or a structure. Outside
11 things like a people's fair or a Renaissance fair or
12 something like that where you don't have -- you've got
13 large numbers of people.

14 But this theory could be disrupted by
15 this because you don't have any structures to measure
16 from. So that was the type of activity we were out to
17 protect.

18 There isn't any magic in the numbers.
19 And the rules are certainly negotiable in terms of how
20 frequent these things would have to occur, how many
21 numbers of people have to be involved, or how we define
22 the boundaries. But we saw the problems as being more
23 than just traditional structures, that there were
24 activities that warranted protection beyond just the
25 structures.