

**Fidelity National Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** N0017870-010-TO2-ES, Amendment No. 5

1. **Effective Date:** September 24, 2020 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

**A Fee Simple**

3. Title to the estate or interest in the land is at the Effective Date vested in:

**Erie Land Company, LLC, a Delaware limited liability company**

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) Waste Management, Erie, CO

## Attached Legal Description

### PARCEL A:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS [BOOK 5, PAGE 206](#) OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21 SOUTH 00°16'01" EAST A DISTANCE OF 2,619.90 FEET TO THE CENTER CORNER OF SAID SECTION 21;

THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,229.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN [BOOK 63, PAGE 464](#), RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY-ONE (21) COURSES:

- 1) SOUTH 76°41'08" WEST A DISTANCE OF 77.18 FEET TO A POINT OF CURVATURE;
- 2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 104.21 FEET AND A CHORD THAT BEARS SOUTH 89°57'13" WEST A DISTANCE OF 103.28 FEET;
- 3) NORTH 76°46'42" WEST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;
- 4) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 114.29 FEET AND A CHORD THAT BEARS NORTH 84°28'55" WEST A DISTANCE OF 113.94 FEET;
- 5) SOUTH 87°48'52" WEST A DISTANCE OF 145.31 FEET TO A POINT OF CURVATURE;
- 6) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°36'07", A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 196.27 FEET AND A CHORD THAT BEARS SOUTH 70°30'47" WEST A DISTANCE OF 193.30 FEET;
- 7) SOUTH 53°12'44" WEST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;
- 8) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13°09'14", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 95.57 FEET AND A CHORD THAT BEARS SOUTH 46°38'08" WEST A DISTANCE OF 97.36 FEET;
- 9) SOUTH 40°03'31" WEST A DISTANCE OF 199.79 FEET;
- 10) SOUTH 43°18'24" WEST A DISTANCE OF 274.93 FEET;
- 11) SOUTH 41°54'01" WEST A DISTANCE OF 126.84 FEET ;
- 12) SOUTH 43°57'21" WEST A DISTANCE OF 169.36 FEET TO A POINT OF CURVATURE;
- 13) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62°08'24", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH 12°53'09" WEST A DISTANCE OF 232.24 FEET;
- 14) SOUTH 18°11'03" EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;
- 15) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°02'42", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH 37°42'25" EAST A DISTANCE OF 116.96 FEET;
- 16) SOUTH 57°13'46" EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;

17) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°57'41", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH 69°42'37" EAST A DISTANCE OF 183.69 FEET;

18) SOUTH 82°11'27" EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;

19) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°03'40", A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH 71°09'37" EAST A DISTANCE OF 220.03 FEET;

20) SOUTH 60°07'47" EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;

21) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°24'14", A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH 58°55'40" EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS [BOOK 86, PAGE 273](#) OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE SOUTH 89°25'57" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2,019.11 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN COMMISSIONERS [BOOK 86, PAGE 273](#) OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 00°06'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 874.06 TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2978817 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

1) NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;

2) NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;

3) SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;

4) NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;

5) SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 5;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;

2) NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 89°59'29" EAST A DISTANCE OF 60.00 FEET;

2) NORTH 00°00'31" EAST A DISTANCE OF 980.30 FEET;

3) NORTH 89°38'17" EAST A DISTANCE OF 1,106.54 FEET;

4) NORTH 00°21'43" WEST A DISTANCE OF 70.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 89°38'17" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,467.60 FEET TO THE POINT OF BEGINNING.

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. All taxes and assessments, now or heretofore assessed, due or payable.
7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8. Reservations by the Union Pacific Railroad Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for mine and remove oil, coal and other minerals, all as contained in Deed recorded August 11, 1911 in Book 320 at Page 61, and any and all assignments thereof or interests therein (Section 21).

The effect of Release and Quitclaim Deed recorded December 17, 1998 at Reception No. 2661201.

Request for Notification of Surface Development by RME Petroleum Company and RME Land Corp. (fka Union Pacific Resources Company and Union Pacific Land Resources) recorded February 28, 2002 at Reception No. 2954716.

Relinquishment recorded September 4, 2018 at Reception No. 4428217.

9. An easement for electrical facilities and incidental purposes granted to Union Rural Electric Association, Inc. by the instrument recorded February 2, 1970 in Book 620 at Reception No. 1542146.
10. An easement for electric transmission lines and incidental purposes granted to The United States of America by the instrument recorded April 5, 1958 in Book 1266 at Page 552.
11. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded May 7, 1930 in Book 894 at Page 390.



( Partial Release Recorded 4545099)

Corrected Partial Release recorded June 5, 2020 at [Reception No. 4596617](#).

12. Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between The Boulder Valley Coal Company and Union Pacific Railroad company and John J. Kirby and Joseph M. Kirby and Esther R. Kirby (the then owners of said property) recorded April 30, 1931 in [Book 913 at Page 86](#).

Relinquishment recorded September 4, 2018 at [Reception No. 4428217](#).

13. All oil, gas and associated liquid hydrocarbons as granted to Champlin Petroleum Company by Mineral Deed recorded November 30, 1972 in Book 681 at [Reception No. 1602712](#), and the terms and conditions contained therein, and any and all assignments thereof or interest therein. (NW 1/4, except Community Ditch right of way of Section 21).

Ratification of Lease recorded December 10, 1990 at [Reception No. 2235517](#).

Relinquishment recorded September 4, 2018 at [Reception No. 4428217](#)

14. Terms, agreements, provisions, conditions and obligations of a Oil and Gas Lease, executed by Amoco Production Company, as Lessee(s), recorded November 30, 1972 in Book 681 at [Reception No. 1602713](#), and any and all assignments thereof or interests therein.

Notice of Oil and Gas Interest and Surface Use recorded December 7, 2000 at [Reception No. 2811876](#) in connection with the above lease.

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded June 22, 2015 at [Reception No. 4117884](#), and any and all assignments thereof or interests therein,

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded June 22, 2015 at [Reception No. 4117885](#), and any and all assignments thereof or interests therein.

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded October 9, 2018 at [Reception No. 4437212](#), and any and all assignments thereof or interests therein.

Relinquishment recorded September 4, 2018 at [Reception No. 4428217](#)

Declarations of Pooling recorded July 29, 2019 at [Reception No. 4509251](#) and July 29, 2019 at [Reception No. 4509252](#).

15. Terms, conditions, provisions, agreements and obligations specified under the Surface Owner's Agreement by and between Patricia S. Ackard and Champlin Petroleum Company recorded July 10, 1974 in Book 178 at [Reception No. 1640298](#).

Request for notification (Mineral Estate Owner) as Recorded December 21, 2007 at [Reception No. 3525268](#).

Assignment of Royalty (Quit Claim) Recorded September 7, 2016 at [Reception No. 4234417](#).

Assignment of Royalty (Quit Claim) Recorded December 22, 2017 at [Reception No. 4362621](#).

Relinquishment recorded September 4, 2018 at [Reception No. 4428217](#)

16. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded January 5, 1987 in Book 1141 at [Reception No. 2083323](#).
17. Terms, conditions, provisions, agreements and obligations specified under the Amended Special Use Agreement by and between The Town of Erie and Daniel R. Horst recorded May 1, 1990 in Book 1262 at [Reception No. 2212313](#).
18. The effect of the Communitization Agreement as Recorded November 21, 2008 at [Reception No. 3591158](#).
19. Notice of Pipeline Location by Kerr-McGee Oil & Gas Onshore LP as recorded December 11, 2007 at [Reception No. 3522838](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Settlement of Surface Damages and Grant of Rights and Waivers as set forth below:  
  
Recording Date: December 6, 2017  
Recording No.: [Reception No. 4358124](#)
21. Waste Industry Restrictions contained in Special Warranty Deeds recorded December 22, 2017 at [Reception No. 4362618](#) and [Reception No. 4362619](#).
22. Right Of Way grant to Kerr-MC Gee Gathering LLC a Colorado limited liability company as Recorded September 4, 2018 at [Reception N o. 4428219](#).
23. Right Of Way grant to Kerr-MC Gee Gathering LLC a Colorado limited liability company as Recorded September 4, 2018 at [Reception N o. 4428218](#).
24. Relinquishment unto Erie Land Company by Kerr-MC Gee Gathering LLC, Kerr McGee Oil & Gas Offshore LP and AnadarkoLand Corp and Anadarko E&P Onshore LLC as Recorded September 4, 2018 at [Reception N o. 4428217](#).
25. Terms, conditions, provisions, agreements and obligations contained in the Set Back Waiver as Recorded September 4, 2018 at [Reception N o. 4428213](#).

26. Notes and Easements as set forth on the Recorded plat for Dearmin Minor Subdivision as Recorded June 6, 2018 at [Reception No. 4405019](#).
27. Intentionally skipped.
28. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as Recorded October 12, 2018 at [Reception No. 4438250](#) and at [Reception No. 4438252](#).
29. Those matters set forth and shown on the Dearmin Zoning Map recorded December 19, 2018 at [Reception No. 4454695](#).
30. Easement for pipelines granted to Kerr-McGee Gathering LLC as contained in Exclusive Right-of-Way Grant recorded January 11, 2019 at [Reception No. 4459419](#).
31. Easement for pipelines granted to Kerr-McGee Gathering LLC as contained in Exclusive Right-of-Way Grant recorded January 11, 2019 at [Reception No. 4459420](#).
32. Town of Erie Ordinance No. 13-2019, an ordinance of the Board of Trustees of the Town of Erie, Colorado vacating portions of Weld county Roads 5 and 8 as recorded July 18, 2019 at Reception No. 4506864.
33. Declarations of Pooling as recorded September 12, 2019 at Reception No.s 4522622, 4522623, 4522624 and 4522625.
34. Terms, conditions, provisions, agreements and obligations and easement as contained in the Easement Agreement as set forth below:  
  
Recording Date: November 20, 2019  
Recording No.: Reception No. 4543148
35. Town of Erie Ordinance No 10-2020 regarding approving the Swink Annexation and the Swink Annexation and Dearmin East Agreement as Recorded February 27, 2020 at Reception No. 4570092.
36. Inclusion of subject property in the Westerly Metropolitan District No. 1 as disclosed by Order and Decree recorded June 24, 2020 at [Reception No. N00460215](#).
37. Inclusion of subject property in the Westerly Metropolitan District No. 2 as disclosed by Order and Decree recorded June 24, 2020 at [Reception No. N00460217](#).
38. Inclusion of subject property in the Westerly Metropolitan District No. 4 as disclosed by Order and Decree recorded June 24, 2020 at [Reception No. N00460219](#).
39. Terms, conditions, provisions, agreements and obligations contained in the Westerly- P.U.D. Overlay District as recorded August 14, 2020 at Reception No. 4619411.
40. Terms, conditions, provisions, agreements and obligations contained in the Westerly- Zoning Map District as recorded August 17, 2020 at Reception No. 4619843..

**END OF EXCEPTIONS**

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title, National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

## LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

# Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E Tufts Ave, Suite 900  
Denver, CO 80237  
Phone:

DATE: **September 29, 2020**

FILE NUMBER: **100-N0024878-010-TO2, Amendment No. 7**

PROPERTY ADDRESS: **Sec 21 Twn 1 North Rg 68 W, Erie, CO**

BUYER/BORROWER: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

OWNER(S): **Erie Land Company, LLC, a Delaware limited liability company**

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: **R8946507**

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

**TO: Escrow Officer**

**ATTN: Title Only 10**  
**PHONE:**  
**FAX: (303) 633-7720**  
**E-MAIL:**

**Escrow Assistant**

**ATTN:**  
**PHONE:**  
**E-MAIL:**

**Title Officer**

**ATTN: Eric Stearns**  
**PHONE: (303) 692-6778**  
**E-MAIL: estearns@fnf.com**

**Sales Executive**

**ATTN: Shari Canon**  
**E-MAIL: scanon@ctt.com**

**TO: Fox Rothschild LLP**  
**1225 17th St.**  
**Suite 2200**  
**Denver, CO 80202**

**ATTN: Jed Sonnenshein**  
**PHONE: (000) 000-0000**  
**FAX: (303) 292-1200**  
**E-MAIL: jsonnenshein@foxrothschild.com**

**TO: Southern Land Company**  
**1225 17th St.**  
**Suite 2420**  
**Denver, CO 80202**

**ATTN: Nancy Relihan**  
**PHONE: (303) 887-8075**  
**FAX: (000) 000-0000**  
**E-MAIL: nancy.relihan@southernland.com**

**TO: National Commercial Services Title Only**  
**8055 E Tufts Ave**  
**Suite 900**  
**Denver, CO 80237**

**ATTN: Title Only 10**  
**PHONE:**  
**FAX: (303) 633-7720**  
**E-MAIL:**

**END OF TRANSMITTAL**



# COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned

By:   
Darren Hone  
Authorized Signature

**Fidelity National Title Insurance Company**

By: 

ATTEST

President



Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity National Title, National Commercial Services  
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237  
Loan ID Number:  
Issuing Office File Number: 100-N0024878-010-TO2, Amendment No. 7  
Property Address: Sec 21 Twn 1 North Rg 68 W, Erie, CO  
Revision Number: Amendment No. 7, Amendment Date: September 29, 2020

**SCHEDULE A**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **September 24, 2020**
2. Policy to be issued:
  - (a) ALTA Owners Policy 6-17-06  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
  
Proposed Policy Amount: \$100,000.00
  - (b) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:  
Erie Land Company, LLC, a Delaware limited liability company
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

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**SCHEDULE A**  
(Continued)

**PREMIUMS:**

Owners Policy	430.00
Tax Certificate	18.00

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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## EXHIBIT A

### LEGAL DESCRIPTION

A PORTION OF THE East ½ of Section 21, Township 1 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado.

Basis of Bearings: Assuming the South line of the Southeast corner of Section 21, Township 1 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, as monumented by a No. 6 Rebar with a 2 inch aluminum cap marked "LS 25937 1995" at the Southeast corner of said Section 21 and a No. 6 Rebar with a 3 ¼ inch aluminum cap marked "LS 13155 1998" at the South ¼ corner of said Section 21 to bear South 89°23'58" West, a distance of 2684.63 feet with all bearings contained herein relative thereto.

Beginning at the Southeast corner of said Section 21;

Thence South 89°23'58" West along said South line of the Southeast ¼ of Section 21 a distance of 2,684.63 feet to the South ¼ corner of said Section 21;

Thence North 00°16'05" West along the West line of the Southeast ¼ of said Section 21 a distance of 1,426.59 feet to the Northerly line of said 50 foot wide Ditch Parcel as described in Book 63 at Page 464 and the Point of Beginning;

Thence North 00°16'05" West continuing along said West line of the Southeast ¼ of Section 21 a distance of 1,223.81 feet to the Center ¼ corner of Section 21;

Thence North 00°16'06" West along the West line of the Northeast ¼ of Section 21 a distance of 2,649.86 feet to the North ¼ corner of Section 21;

Thence North 89°38'36" East along the North line of the Northeast ¼ of said Section 21 a distance of 1,250.37 feet to the Westerly line of said 50 foot wide Ditch Parcel as described in Book 63 at Page 464;

Thence along the Westerly and Southerly line of said ditch the following eleven (11) courses:

South 00°49'26" West a distance of 411.56 feet;

South 00°42'57" West a distance of 225.38 feet;

South 01°25'12" East a distance of 155.38 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 97°55'18", a radius of 47.00 feet and an arc length of 80.33 feet;

North 80°39'30" East a distance of 123.80 feet;

North 73°56'17" East a distance of 64.14 feet;

North 74°41'14" East a distance of 127.29 feet;

North 77°11'24" East a distance of 214.63 feet;

North 79°40'39" East a distance of 294.87 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 32°50'33", a radius of 575.00 feet and an arc length of 329.60 feet;

South 67°28'48" East a distance of 260.91 feet to the East line of the Northeast ¼ of Section 21;

Thence South 00°29'40" East along said East line of the Northeast ¼ of Section 21 a distance of 471.43 feet to the Northerly line of a parcel conveyed to Left Hand Water District as described at Reception No. 3833970;

Thence South 89°30'19" West along said Northerly line a distance of 530.00 feet to the Northwest corner of said Parcel;

Thence South 00°29'41" East along the Westerly line of said Parcel a distance of 680.00 feet to the Southwest corner of said Parcel;

Thence North 89°30'19" East along the Southerly line of said Parcel a distance of 530.00 feet to said East line of the Northeast ¼ of Section 21;

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## EXHIBIT A

(Continued)

Thence South 00°29'40" East along said East line of the Northeast ¼ of Section 21 a distance of 90.15 feet to said Northerly line of the 50 foot wide Ditch Parcel as described in Book 63 at Page 464;

Thence along said Northerly line the following thirty two (32) courses:

South 51°26'38" West a distance of 109.05 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 31°10'54", a radius of 375.00 feet and an arc length of 204.08;

South 82°37'33" West a distance of 226.27 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 13°43'39", a radius of 525.00 feet and an arc length of 124.41 feet;

North 83°47'48" West a distance of 212.21 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 20°51'49", a radius of 565.00 feet and an arc length of 205.74 feet;

South 75°20'23" West a distance of 6.27 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 22°53'26", a radius of 225.00 feet and an arc length of 89.89 feet;

South 52°26'57" West a distance of 22.72 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 46°45'36", a radius of 165.00 feet and an arc length of 134.66 feet;

South 05°41'21" West a distance of 106.91 feet;

South 01°41'27" West a distance of 92.68 feet;

South 01°00'54" West a distance of 269.23 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 09°38'04", a radius of 1,075.00 feet and an arc length of 180.76 feet;

South 10°38'58" West a distance of 50.93 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 05°50'26", a radius of 1,225.00 feet and an arc length of 124.87 feet;

South 16°29'24" West a distance of 29.52 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 45°35'42", a radius of 235.00 feet and an arc length of 187.01 feet;

South 62°05'05" West a distance of 52.47 feet;

South 57°50'12" West a distance of 48.87 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 24°38'29", a radius of 150.00 feet and an arc length of 64.51 feet;

South 33°11'43" West a distance of 111.15 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 36°47'55", a radius of 200.00 feet and an arc length of 128.45 feet;

South 69°59'39" West a distance of 171.86 feet to a point of curve;

Along the arc of a tangent curve to the left, having a central angle of 12°52'09", a radius of 925.00 feet and an arc length of 207.76 feet;

South 57°07'30" West a distance of 139.10 feet to a point of curve;

Along the arc of a tangent curve to the right, having a central angle of 21°33'51", a radius of 200.00 feet and an arc length of 75.27 feet;

South 78°41'20" West a distance of 119.10 feet to a point of curve,

Along the arc of a tangent curve to the right, having a central angle of 33°20'04", a radius of 145.00 feet and an arc length of 84.36 feet;

North 67°58'36" West a distance of 47.24 feet to a point of curve,

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**EXHIBIT A**  
(Continued)

Along the arc of a tangent curve to the left, having a central angle of 35°56'55", a radius of 275.00 feet and an arc length of 172.54 feet;  
South 76°04'29" West a distance of 23.27 feet to the Point of Beginning,

Excepting therefrom that Parcel of land dedicated to Weld County as a Public Highway in that Deed of Dedication recorded July 22, 1996 at Reception No. 2502152.

Subject to the rights-of-way for County Road Numbers 7 and 8 described in Book 86 at Page 273,

County of Weld,  
State of Colorado.

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Erie Land Company, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- e. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- f. Record the Relinquishment, Setback and Waiver Agreement for the East ½ of Section 21, as set forth in Schedule A herein.
- g. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Erie Land Company, LLC, a Delaware limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

**Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

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**END OF REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.  
NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Right of Way established by the Board of County Commissioners in Transcript of Proceedings recorded October 14, 1889 in [Book 86 at Page 273](#).
10. Reservations by the Union Pacific Railroad Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for mine and remove oil, coal and other minerals, all as contained in Deed recorded August 11, 1911 in [Book 320 at Page 61](#), and any and all assignments thereof or interests therein (Section 21).

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

The effect of Release and Quitclaim Deed recorded December 17, 1998 at Reception No. [2661201](#).

Request for Notification of Surface Development by RME Petroleum Company and RME Land Corp. (fka Union Pacific Resources Company and Union Pacific Land Resources) recorded February 28, 2002 at Reception No. [2954716](#).

11. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded May 7, 1930 in [Book 894 at Page 390](#).

Partial Release of Easement as Recorded November 27, 2019 at [Reception No. 4545099](#).

Corrective Partial Release of Easement recorded June 5, 2020 at [Reception No. 4596617](#).

12. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: September 27, 1940  
Recording No.: [Book 1068 at Page 421](#)

Note: Upon recordation of the Relinquishment, Setback and Waiver Agreement, as set forth in Requirement f of Schedule B-1, the above exception will be deleted.

13. All oil, gas and associated liquid hydrocarbons as granted to Champlin Petroleum Company by Mineral Deed recorded November 30, 1972 in Book 681 at Reception No. [1602712](#), and the terms and conditions contained therein, and any and all assignments thereof or interest therein.

Ratification of Lease recorded December 10, 1990 at Reception No. [2235517](#).

14. Terms, agreements, provisions, conditions and obligations of a Oil and Gas Lease, executed by Amoco Production Company, as Lessee(s), recorded November 30, 1972 in Book 681 at Reception No. [1602713](#), and any and all assignments thereof or interests therein.

Notice of Oil and Gas Interest and Surface Use recorded December 7, 2000 at Reception No. [2811875](#) and Reception No. [2811876](#) in connection with the above lease.

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded June 22, 2015 at Reception No. [4117884](#), and any and all assignments thereof or interests therein,

Recording Supplement to Operating Agreement and Financing Statement by Encana Oil & Gas Inc. and Non-operator parties all as set forth in said instrument as recorded June 22, 2015 at Reception No. [4117885](#), and Recorded October 9, 2018 at Reception No. [4437212](#), and any and all assignments thereof or interests therein.

Declaration of Pooling recorded July 29, 2019 at Reception No. [4509251](#); Reception No. [4509252](#); Reception No. [4509253](#); Reception No. [4509254](#) and Reception No. [4509255](#); and September 12, 2019

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

at Reception No. [4522621](#); Reception No. [4522622](#); Reception No. [4522623](#); Reception No. [4522624](#); Reception No. [4522625](#) and Reception No. [4522636](#).

15. Terms, conditions, provisions, agreements and obligations contained in the Right of Way Agreement as set forth below:

Recording Date: December 1, 1986  
Recording No.: Reception No. [2078820](#) and Reception No. [2078821](#)

Note: Upon recordation of the Relinquishment, Setback and Waiver Agreement, as set forth in Requirement f of Schedule B-1, the above exception will be deleted.

16. Terms, conditions, provisions, agreements and obligations contained in the Surface Owner's Agreement as set forth below:

Recording Date: September 27, 1989  
Recording No.: Reception No. [2193034](#)

Note: Upon recordation of the Relinquishment, Setback and Waiver Agreement, as set forth in Requirement f of Schedule B-1, the above exception will be deleted.

17. Request for Notification (Mineral Estate Owner) as recorded December 21, 2007 at Reception No. [3525268](#).

18. Terms, conditions, provisions, agreements and obligations contained in the Agreement Concerning Improvements to County Road # 7 between Ester Swink and Weld County Colorado as set forth below:

Recording Date: January 9, 1996  
Recording No.: Reception No. [2471037](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Easement as contained in Rule and Order as set forth below:

Recording Date: March 23, 2012  
Recording No.: Reception No. [3833970](#)

20. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:

Recording Date: October 1, 2014  
Recording No.: Reception No. [4050076](#)

21. Terms, conditions, provisions, agreements and obligations contained in the Right of Way Grant as set forth below:

Recording Date: April 30, 2015

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

Recording No.:                      Reception No. [4103128](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Right of Way Agreement as set forth below:

Recording Date:                      September 10, 2015  
Recording No.:                      Reception No. [4141049](#)

First Amendment to said Right-of-Way Easement recorded March 14, 2017 at Reception No. [4285470](#) and Second Amendment recorded August 14, 2018 at Reception No. [4422990](#).

23. Terms, conditions, provisions, agreements and obligations contained in the ALTA/NSPS Land Title Survey as set forth below:

Recording Date:                      October 25, 2017  
Recording No.:                      Reception No. [4346911](#)

24. Terms, conditions, provisions, agreements and obligations contained in the Relinquishment as set forth below:

Recording Date:                      September 4, 2018  
Recording No.:                      Reception No. [4428217](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Right-of-Way Easement Agreement as set forth below:

Recording Date:                      February 27, 2019  
Recording No.:                      Reception NO. [4469681](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

26. Terms, conditions, provisions, agreements and obligations and easement as contained in the Easement Agreement as set forth below:
- Recording Date: November 20, 2019  
Recording No.: Reception No. 4543148
27. Declarations of Pooling by Kerr-McGee Oil & Gas onshore LP, Extraction Oil & Gas, LLC, Anadarko E&P Onshore LLC and Anadarko Land Corporation as recorded November 21, 2019 at Reception No.s 4543546, 4543547, 4543548, and 4543549.
28. Ordinance No.10-2020 regarding approval of the ( Swink Annexation) and approval of the Annexation Agreement as recorded February 27, 2020 at Reception No. 4570092 and Annexation Map at Reception No. 4570091.
29. Ordinance No.8 -2020 regarding Swink Annexation as recorded March 20, 2020 at Reception No. 4576629 and Swink Property - Zoning Map at Reception No. 4576628.
- Swink Annexation Plat recorded March 26, 2020 at Reception No. 4578171.
30. Inclusion of subject property in the Westerly Metropolitan District No. 3 as disclosed by Order and Decree recorded June 24, 2020 at Reception No. 4602018.
31. Westerly Metropolitan District No. 3 Special District Public Disclosure as recorded September 8, 2020 at Reception No. 4627799.

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**END OF EXCEPTIONS**

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*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;



- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or

(2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## RELINQUISHMENT

**THIS RELINQUISHMENT** (this "Relinquishment") is effective this 3<sup>rd</sup> day of July, 2018, by and among KERR-MCGEE OIL & GAS ONSHORE LP, KERR-MCGEE GATHERING LLC, ANADARKO LAND CORP. (formerly known as Union Pacific Land Resources Corporation), and ANADARKO E&P ONSHORE LLC, with an address of 1099 18th Street, Suite 1800, Denver, CO 80202 (hereinafter, together with their respective successors and assigns, collectively, "Anadarko Land") and ERIE LAND COMPANY, LLC, a Delaware limited liability company (hereinafter "Grantee").

## WITNESSETH:

### RECITALS

1. The lands which are the subject of this Relinquishment are the lands that are described on attached Exhibit A and are hereinafter referred to as the "Subject Lands."
2. By deed dated July 18, 1911 and recorded in the Office of the Clerk and Recorder of Weld County (the "Official Records") in Book 320 at Page 61, Union Pacific Railroad Company ("Railway") conveyed to Joseph M Kirby and John J Kirby certain real estate in Weld County, Colorado, a portion of which are the Subject Lands. Said deed was made subject to certain reservations by the grantor (the "Deed").
3. By quitclaim deed dated September 28, 1995 recorded on November 23, 1998 in the Office of the Clerk and Recorder of Weld County at Reception No. 2661201, Union Pacific Railroad Company, formerly known as Union Pacific Railway Company, quitclaimed to Union Pacific Land Resources Corporation, all of its right, title, and interest in and to certain real estate in Weld County, Colorado, a portion of which was the Subject Lands.
4. This Relinquishment relates to surface entry only for all minerals, including coal, hard rock minerals as may be described in the instruments above, and also any and all oil, gas, energy resources, geothermal resources and all associated rights and hydrocarbons (all of the foregoing, collectively, "Minerals"), that Anadarko Land owns in the Subject Lands.

### RELINQUISHMENT AND QUITCLAIM

NOW THEREFORE, Anadarko Land, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto Grantee, its grantees, successors and assigns, with respect to the Subject Lands only, the right to enter upon the surface of the Subject Lands to explore for and remove the Minerals (including, without limitation, any right to enter upon the surface pursuant to that certain Oil and Gas Lease recorded in the Official Records on November 30, 1972, at Reception No. 1602713, and that certain deed recorded in the Official Records on February 23, 1965, in Book 535 at Reception No. 1457025), it being the

intent hereof to relinquish only the right to enter upon the surface of the Subject Lands to explore for and remove the Minerals and the right to place any facilities upon the surface of the Subject Lands, and to leave in full force and effect all other rights reserved to the Railway in the Deed, it being expressly understood that Anadarko Land's title to the Minerals shall be in no way affected and that Anadarko Land and any lessee, licensee, successor or assign of Anadarko Land shall have the right to remove the Minerals from the Subject Lands by subterranean entries, by means of operations conducted on the surface of other lands or otherwise by any means or methods suitable to Anadarko Land, its lessees, licensees, successors and assigns, but without entering upon or using the surface of the Subject Lands, and in such manner as not to damage the surface of the Subject Lands or to interfere with the use thereof by Grantee, its grantees, successors and assigns.

This Relinquishment is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the Deed and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment, and it is further specifically understood that all the terms, conditions, provisions and reservations contained in that Deed shall continue in full force and effect with respect to the Subject Lands. Further, this Relinquishment is made subject to those certain two easements entered into by and between Grantee and Kerr-McGee Gathering LLC ("Kerr-McGee") on the date first written above, which affect the Subject Lands (the "Easements"), and it is further specifically understood that all the terms, conditions, provisions and the rights granted to Kerr-McGee in and to the Easements shall in no way be affected by this Relinquishment. For the avoidance of doubt, Anadarko Land hereby waives any rights to reasonable accommodation for surface entry as may be provided under Colorado law.

IN WITNESS WHEREOF, Anadarko Land has executed this Relinquishment on the date set forth in the acknowledgment, to be effective on the date first written above.

**KERR-McGEE OIL & GAS ONSHORE LP**

By: Lindsay N. Jaffee MH  
EG  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

**KERR-McGEE GATHERING LLC**

By: Lindsay N. Jaffee MH  
EG  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

**ANADARKO LAND CORP.**

By: Lindsay N. Jaffee MH  
EG  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

**ANADARKO E&P ONSHORE LLC**

By: Lindsay N. Jaffee MH  
EG  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

*[End of Execution Pages]*

ACKNOWLEDGEMENTS

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing AGREEMENT was acknowledged before me this 11<sup>th</sup> day of July, 2018, by Lindsay N. Jaffee, as Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of such partnership.

Witness my hand and official seal.

[SEAL] **ANTHONY T RADER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164046156  
COMMISSION EXPIRES DEC. 6, 2020**

[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing AGREEMENT was acknowledged before me this 11<sup>th</sup> day of July, 2018, by Lindsay N. Jaffee, as Agent & Attorney-in-Fact of Kerr-McGee Gathering LLC, on behalf of such company.

Witness my hand and official seal.

[SEAL] **ANTHONY T RADER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164046156  
COMMISSION EXPIRES DEC. 6, 2020**

[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing AGREEMENT was acknowledged before me this 11<sup>th</sup> day of July, 2018, by Lindsay N. Jaffee, as Agent & Attorney-in-Fact of Anadarko Land Corp., on behalf of such company.

Witness my hand and official seal.

[SEAL] **ANTHONY T RADER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164046156  
COMMISSION EXPIRES DEC. 6, 2020**

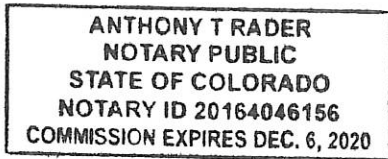
[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing **AGREEMENT** was acknowledged before me this 11<sup>th</sup> day of July, 2018, by Lindsay N. Jaffee, as Agent & Attorney-in-Fact of Anadarko E&P Onshore LLC, on behalf of such company.

Witness my hand and official seal.

[SEAL]



[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

*[End of Acknowledgements Page]*

**Exhibit A**  
to  
**Relinquishment**

**Legal Description**

**PARCEL A:**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 206 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21 SOUTH 00°16'01" EAST A DISTANCE OF 2,619.90 FEET TO THE CENTER CORNER OF SAID SECTION 21;

THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,229.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN BOOK 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY-ONE (21) COURSES:

- 1) SOUTH 76°41'08" WEST A DISTANCE OF 77.18 FEET TO A POINT OF CURVATURE;
- 2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 104.21 FEET AND A CHORD THAT BEARS SOUTH 89°57'13" WEST A DISTANCE OF 103.28 FEET;
- 3) NORTH 76°46'42" WEST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;
- 4) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 114.29 FEET AND A CHORD THAT BEARS NORTH 84°28'55" WEST A DISTANCE OF 113.94 FEET;
- 5) SOUTH 87°48'52" WEST A DISTANCE OF 145.31 FEET TO A POINT OF CURVATURE;
- 6) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°36'07", A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 196.27 FEET AND A CHORD THAT BEARS SOUTH 70°30'47" WEST A DISTANCE OF 193.30 FEET;
- 7) SOUTH 53°12'44" WEST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;
- 8) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13°09'14", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 95.57 FEET AND A CHORD THAT BEARS SOUTH 46°38'08" WEST A DISTANCE OF 97.36 FEET;
- 9) SOUTH 40°03'31" WEST A DISTANCE OF 199.79 FEET;
- 10) SOUTH 43°18'24" WEST A DISTANCE OF 274.93 FEET;
- 11) SOUTH 41°54'01" WEST A DISTANCE OF 126.84 FEET ;
- 12) SOUTH 43°57'21" WEST A DISTANCE OF 169.36 FEET TO A POINT OF CURVATURE;
- 13) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62°08'24", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH 12°53'09" WEST A DISTANCE OF 232.24 FEET;
- 14) SOUTH 18°11'03" EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;



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JOB NO.: 14034	SCALE: N.A.	



- 15) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°02'42", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH 37°42'25" EAST A DISTANCE OF 116.96 FEET;
- 16) SOUTH 57°13'46" EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;
- 17) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°57'41", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH 69°42'37" EAST A DISTANCE OF 183.69 FEET;
- 18) SOUTH 82°11'27" EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;
- 19) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°03'40", A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH 71°09'37" EAST A DISTANCE OF 220.03 FEET;
- 20) SOUTH 60°07'47" EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;
- 21) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°24'14", A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH 58°55'40" EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE SOUTH 89°25'57" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2,019.11 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 00°06'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 874.06 FEET TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2978817 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

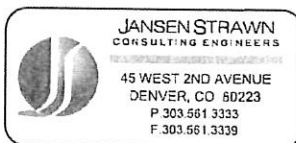
THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;
- 2) NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;
- 3) SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;
- 4) NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;
- 5) SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 5;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;
  - 2) NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;
- THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 89°59'29" EAST A DISTANCE OF 60.00 FEET;
- 2) NORTH 00°00'31" EAST A DISTANCE OF 980.30 FEET;
- 3) NORTH 89°38'17" EAST A DISTANCE OF 1,106.54 FEET;
- 4) NORTH 00°21'43" WEST A DISTANCE OF 70.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;



<b>PROJECT:</b>	<b>DATE :</b>	<b>SHEET</b>  <b>2 OF 7</b>
<b>ELEVATION</b>	8/31/17	
<b>JOB NO.:</b>	<b>SCALE:</b>	
14034	N.A.	

THENCE NORTH 89°38'17" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,467.60 FEET TO THE **POINT OF BEGINNING**.

**PARCEL A** CONTAINS 11,615,744 SQUARE FEET, OR 266.66 ACRES, MORE OR LESS.

**PARCEL B:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

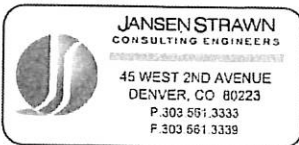
**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 2,649.90 FEET TO THE CENTER CORNER OF SAID SECTION 21; THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,281.03 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN BOOK 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 21 SOUTH 00°16'04" EAST A DISTANCE OF 1,339.39 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE SOUTH 89°25'57" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 551.20 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID COMMUNITY DITCH;

THENCE ALONG SAID EASTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY-ONE (21) COURSES:

- 1) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°05'03", A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 92.40 FEET AND A CHORD THAT BEARS NORTH 55°05'16" WEST A DISTANCE OF 92.28 FEET;
- 2) NORTH 60°07'47" WEST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;
- 3) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°03'40", A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 240.65 FEET AND A CHORD THAT BEARS NORTH 71°09'37" WEST A DISTANCE OF 239.17 FEET;
- 4) NORTH 82°11'27" WEST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;
- 5) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°57'41", A RADIUS OF 375.00 FEET, AN ARC LENGTH OF 163.37 FEET AND A CHORD THAT BEARS NORTH 69°42'37" WEST A DISTANCE OF 162.08 FEET;
- 6) NORTH 57°13'46" WEST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;
- 7) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39°02'42", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 85.18 FEET AND A CHORD THAT BEARS NORTH 37°42'25" WEST A DISTANCE OF 83.54 FEET;
- 8) NORTH 18°11'03" WEST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;
- 9) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 62°08'24", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 189.80 FEET AND A CHORD THAT BEARS NORTH 12°53'09" EAST A DISTANCE OF 180.63 FEET;



<b>PROJECT:</b> ELEVATION	<b>DATE :</b> 8/31/17	<b>SHEET</b>  <b>3 OF 7</b>
<b>JOB NO.:</b> 14034	<b>SCALE:</b> N.A.	

- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14", A RADIUS OF 375.00 FEET, AN ARC LENGTH OF 86.09 FEET AND A CHORD THAT BEARS NORTH 46°38'08" EAST A DISTANCE OF 85.90 FEET;
- 15) NORTH 53°12'44" EAST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;
- 16) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°36'07", A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 166.08 FEET AND A CHORD THAT BEARS NORTH 70°30'47" EAST A DISTANCE OF 163.57 FEET;
- 17) NORTH 87°48'52" EAST A DISTANCE OF 145.31 FEET TO A POINT OF CURVATURE;
- 18) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 375.00 FEET, AN ARC LENGTH OF 100.84 FEET AND A CHORD THAT BEARS NORTH 84°28'55" EAST A DISTANCE OF 100.54 FEET;
- 19) SOUTH 76°46'42" EAST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;
- 20) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 127.36 FEET AND A CHORD THAT BEARS NORTH 89°57'13" EAST A DISTANCE OF 126.23 FEET;
- 21) NORTH 76°41'08" EAST A DISTANCE OF 65.60 FEET THE **POINT OF BEGINNING**.


**PARCEL B** CONTAINS 1,548,137 SQUARE FEET, OR 35.54 ACRES, MORE OR LESS.

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200 / 3937 METERS.

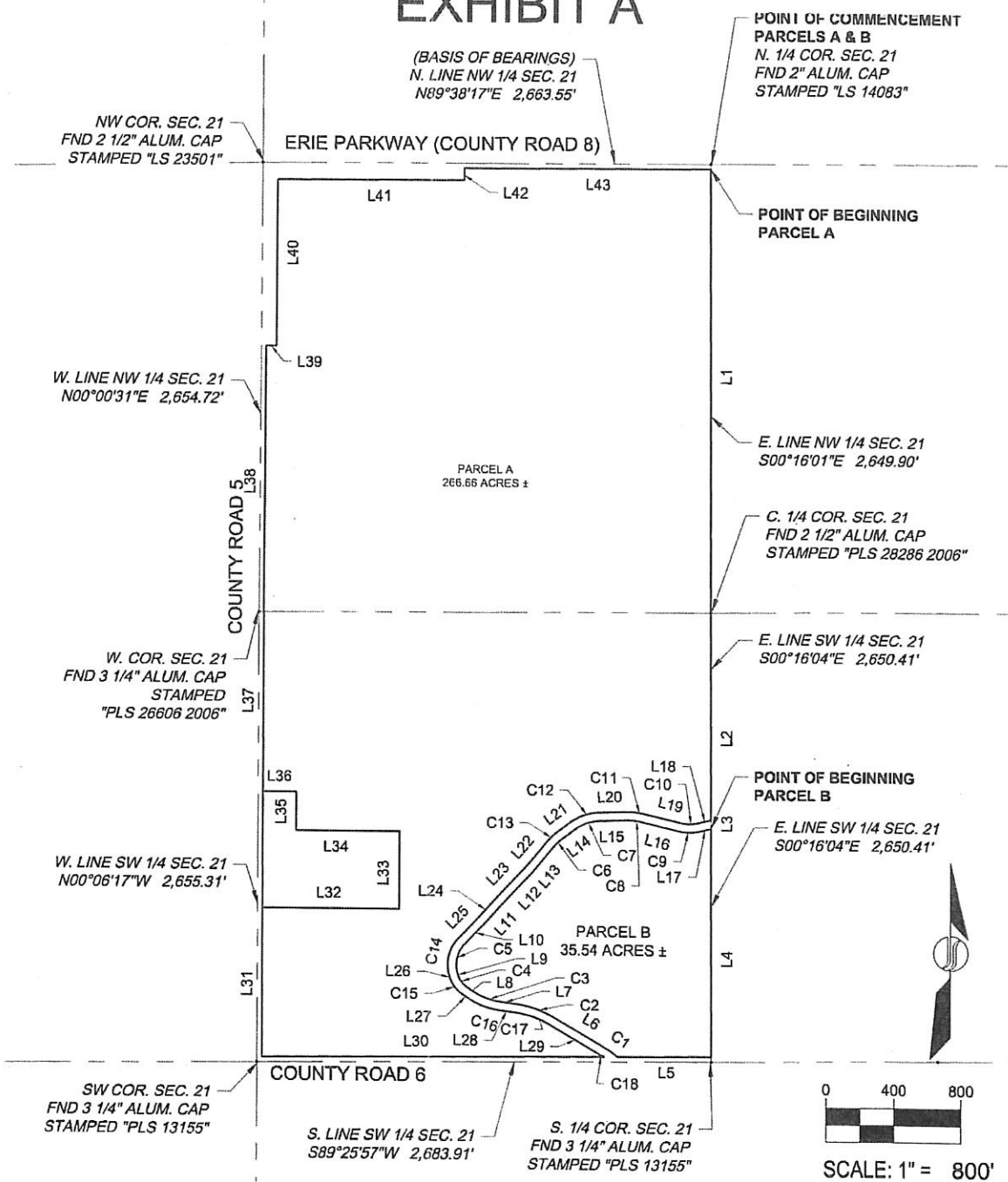
I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS D. STAAB, P.L.S. 25965  
 FOR AND ON BEHALF OF  
 JANSEN STRAWN CONSULTING ENGINEERS  
 A WARE MALCOMB COMPANY  
 990 SOUTH BROADWAY, SUITE 230  
 DENVER, COLORADO 80209  
 303.561.3333



 <p><b>JANSEN STRAWN</b>          CONSULTING ENGINEERS  <small>PROFESSIONAL ENGINEERS</small>          45 WEST 2ND AVENUE          DENVER, CO 80223          P.303.561.3333          F.303.501.3339</p>	PROJECT:	DATE :	SHEET
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	4 OF 7
	14034	N.A.	

# EXHIBIT A




**JANSEN STRAWN**  
CONSULTING ENGINEERS  
45 WEST 2ND AVENUE  
DENVER, CO 80223  
P. 303 561 3333  
F. 303 561 3339

<b>PROJECT:</b> ELEVATION	<b>DATE :</b> 8/31/17	<b>SHEET</b>  <b>5 OF 7</b>
<b>JOB NO.:</b> 14034	<b>SCALE:</b> 1"=800'	

Line Table		
LINE #	LENGTH	DIRECTION
L1	2,619.90'	S00°16'01"E
L2	1,229.70'	S00°16'04"E
L3	51.32'	S00°16'04"E
L4	1,339.39'	S00°16'04"E
L5	551.20'	S89°25'57"W
L6	347.74'	N60°07'47"W
L7	100.58'	N82°11'27"W
L8	50.68'	N57°13'46"W
L9	8.91'	N18°11'03"W
L10	170.26'	N43°57'21"E
L11	127.12'	N41°54'01"E
L12	275.73'	N43°18'24"E
L13	201.21'	N40°03'31"E
L14	80.82'	N53°12'44"E
L15	145.31'	N87°48'52"E
L16	223.90'	S76°46'42"E
L17	65.60'	N76°41'08"E
L18	77.18'	S76°41'08"W
L19	223.90'	N76°46'42"W
L20	145.31'	S87°48'52"W
L21	80.82'	S53°12'44"W
L22	199.79'	S40°03'31"W


Line Table		
LINE #	LENGTH	DIRECTION
L23	274.93'	S43°18'24"W
L24	126.84'	S41°54'01"W
L25	169.36'	S43°57'21"W
L26	8.91'	S18°11'03"E
L27	50.68'	S57°13'46"E
L28	100.58'	S82°11'27"E
L29	347.74'	S60°07'47"E
L30	2,019.11'	S89°25'57"W
L31	874.06'	N00°06'17"W
L32	807.64'	N89°53'43"E
L33	457.00'	N00°06'17"W
L34	608.07'	S89°53'43"W
L35	230.00'	N00°06'17"W
L36	199.57'	S89°53'43"W
L37	1,064.19'	N00°06'17"W
L38	1,574.75'	N00°00'31"E
L39	60.00'	S89°59'29"E
L40	980.30'	N00°00'31"E
L41	1,106.54'	N89°38'17"E
L42	70.00'	N00°21'43"W
L43	1,467.60'	N89°38'17"E



**JANSEN STRAWN**  
CONSULTING ENGINEERS  
45 WEST 2ND AVENUE  
DENVER, CO 80223  
P. 303.561.3333  
F. 303.561.3339

<b>PROJECT:</b> ELEVATION	<b>DATE :</b> 8/31/17	<b>SHEET</b>  <b>6 OF 7</b>
<b>JOB NO.:</b> 14034	<b>SCALE:</b> N.A.	

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	010°05'03"	525.00'	92.40'	N55°05'16"W	92.28'
C2	022°03'40"	625.00'	240.65'	N71°09'37"W	239.17'
C3	024°57'41"	375.00'	163.37'	N69°42'37"W	162.08'
C4	039°02'42"	125.00'	85.18'	N37°42'25"W	83.54'
C5	062°08'24"	175.00'	189.80'	N12°53'09"E	180.63'
C6	013°09'14"	375.00'	86.09'	N46°38'08"E	85.90'
C7	034°36'07"	275.00'	166.08'	N70°30'47"E	163.57'
C8	015°24'26"	375.00'	100.84'	S84°28'55"E	100.54'
C9	026°32'10"	275.00'	127.36'	N89°57'13"E	126.23'
C10	026°32'10"	225.00'	104.21'	S89°57'13"W	103.28'
C11	015°24'26"	425.00'	114.29'	N84°28'55"W	113.94'
C12	034°36'07"	325.00'	196.27'	S70°30'47"W	193.30'
C13	013°09'14"	425.00'	97.57'	S46°38'08"W	97.36'
C14	062°08'24"	225.00'	244.02'	S12°53'09"W	232.24'
C15	039°02'42"	175.00'	119.26'	S37°42'25"E	116.96'
C16	024°57'41"	425.00'	185.15'	S69°42'37"E	183.69'
C17	022°03'40"	575.00'	221.40'	S71°09'37"E	220.03'
C18	002°24'14"	475.00'	19.93'	S58°55'40"E	19.93'



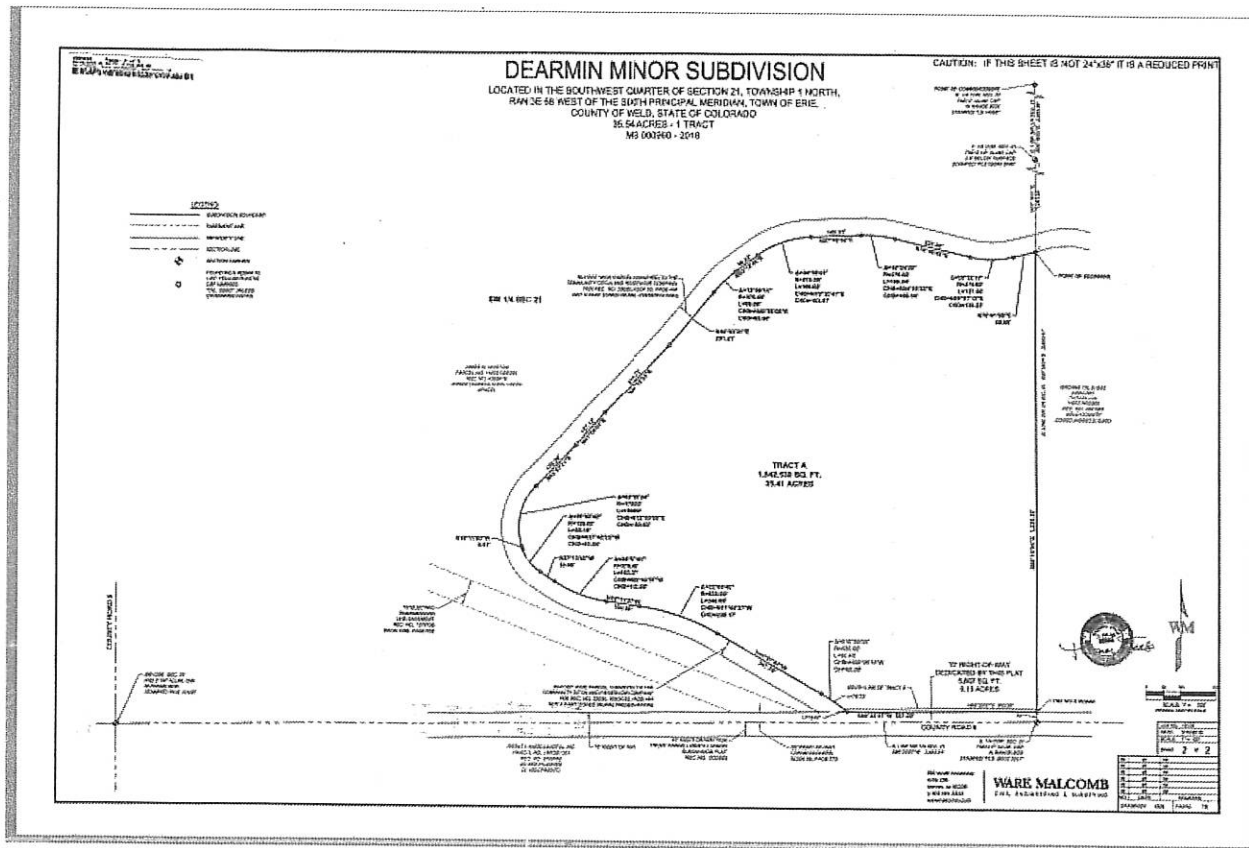
**JANSEN STRAWN**  
CONSULTING ENGINEERS  
45 WEST 2ND AVENUE  
DENVER, CO 80223  
P. 303.561.3333  
F. 303.561.3339

<b>PROJECT:</b> ELEVATION	<b>DATE:</b> 8/31/17	<b>SHEET</b>  <b>7 OF 7</b>
<b>JOB NO.:</b> 14034	<b>SCALE:</b> N.A.	

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND

Tract A, Dearmin Minor Subdivision, County of Weld, State of Colorado

ALSO DEPICTED AS:



[End of Exhibit A]



**SECOND AMENDMENT TO RIGHT-OF-WAY AND EASEMENT AGREEMENT**

This Second Amendment to the Right of Way and Easement Agreement (the “Second Amendment”) is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Erie Land Company, LLC, a Delaware limited liability company, with an address of 1550 W. McEwen Drive, Suite 200, Franklin, TN 37067 ( “Grantor”), and Crestone Peak Resources Holdings, LLC, with an address of 1801 California Street Suite 2500, Denver, Colorado 80202, a Delaware corporation (“Grantee”). Grantor and Grantee may be referred to as “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, Encana entered into that certain Right-Of-Way and Easement Agreement with Encana dated the 10<sup>th</sup> day of September, 2015, recorded at Reception No. 4141049 in the official records of Weld County, Colorado (the “Agreement) covering certain lands located in Weld County, Colorado as both “Grantor” and “Grantee”;

**WHEREAS**, Encana and Liberty entered into the certain First Amendment to Right-Of-Way and Easement Agreement with Crestone dated the 9<sup>th</sup> day of March, 2017, recorded at Reception No. 4285470 in the official records of Weld County, Colorado (the “Amendment”) covering certain lands located in Weld County, Colorado;

**WHEREAS**, by that certain Special Warranty Deed dated the 15<sup>th</sup> day of September, 2015, recorded at Reception No. 4145928 in the official records of Weld County, Colorado, Encana conveyed to Liberty an undivided fifty percent (50%) interest in the lands burdened by the Easement;

**WHEREAS**, Liberty succeeded to an undivided 50% of Encana’s fee simple interest in the Agreement as “Grantor”;

**WHEREAS**, by assignment dated April 1, 2015, Crestone Peak Resources Holdings, LLC succeeded to Encana’s interest in the Agreement as “Grantee”;

**WHEREAS**, by that certain Special Warranty Deed dated the 22<sup>nd</sup> of December, 2017, recorded at Reception No. 4362696 in the official records of Weld County, Colorado, Encana and Liberty conveyed one hundred percent (100%) of the lands burdened by the Easement; and

**WHEREAS**, the Parties now desire to amend the Agreement to change the location of the Easement Lands.

**AGREEMENT**

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



1. Each capitalized term used in this Second Amendment, to the extent not otherwise expressly defined in this Second Amendment, shall have the same meaning given to such term in the Agreement.

2. **Exhibit A – Easement Lands.** The location of the Easement and Easement Lands is hereby amended. Exhibit A and Exhibit B attached to the First Amendment is deleted in its entirety and replaced with Exhibit A attached hereto.

3. This Second Amendment and all of the covenants in it shall be binding upon the personal representatives, heirs, successors and assigns of the Parties, and the benefits of this Second Amendment shall inure to their personal representatives, heirs, successors and assigns. The covenants contained herein shall run with the land.


4. Except as amended by this Second Amendment, all other terms and conditions of the First Amendment and the Agreement shall remain in full force and effect. In the event of conflict between the terms of this Second Amendment, First Amendment and the Agreement, this Second Amendment shall control.

5. This Second Amendment, First Amendment and the Agreement comprise the complete and exclusive agreement between the Parties regarding the subject matter herein, and supersede all oral and written communications, negotiations, representations, or agreements in relation to the subject matter made or entered into before the Second Amendment Effective Date.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have caused this Second Amendment to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective on the date first above written.

**GRANTOR:**  
ERIE LAND COMPANY, LLC

By:   
Name: Brian Senel  
Title: President

**GRANTEE:**  
CRESTONE PEAK RESOURCES HOLDINGS, LLC.

By: \_\_\_\_\_

Name: Shea Kauffman

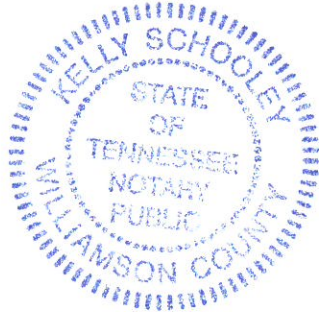
Title: Director of Land

ACKNOWLEDGEMENTS

Tennessee  
STATE OF COLORADO )  
COUNTY OF Williamson )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2018 by Brian Sewell as President for ERIE LAND COMPANY, LLC.

Witness my hand and official seal.



Kelly Schooley  
Notary Public Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

My Commission Expires May 25, 2020

STATE OF COLORADO )  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as Director of Land for CRESTONE PEAK RESOURCES HOLDINGS, LLC.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## FARM LICENSE AGREEMENT

THIS FARM LICENSE AGREEMENT (the "License") is made as of this 28<sup>th</sup> day of May, 2018, by and between ERIE LAND COMPANY, LLC, a Delaware limited liability company ("Owner") and DAVE HOLSTROM, an individual resident of the State of Colorado ("Licensee").

### RECITALS

A. Owner is the owner of those certain parcels of real property in Erie, Weld County, Colorado, which are more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

B. Owner and Licensee have agreed that Licensee will be permitted to farm the Property in accordance with this License.

### LICENSE

1. License and Term. Owner hereby grants to Licensee a non-exclusive license over the Property for a period of one (2) year beginning January 1, 2018. This License shall automatically renew for periods of one (1) year.

2. License Fee. Licensee shall pay the sum of One Dollar (\$1.00) per year to Owner as a license fee.

3. Use of the Property. Licensee shall use the Property solely for the purpose granted herein. Licensee hereby agrees to perform the following duties:

- (i) Owner shall not be responsible to Licensee for any damage or injury to person or property resulting from Licensee's performance hereunder or attributable to any hazard or defect, whether latent or patent, on the Property.
- (ii) Promptly notify Owner of any damage, however caused, to the Property.
- (iii) Maintain the Property in a clean and orderly condition and use reasonable diligence in the care, protection and maintenance of the Property.
- (iv) Not make any alterations or improvements to the Property.
- (v) Procure, at its sole cost and expense, any licenses or permits necessary for Licensee's use of the Property. Licensee agrees to reimburse any penalties, fines, assessments or any other charges levied upon Owner as a result of any failure by Licensee to secure, or abide by the terms of, any such license or permit.

4. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, rules and regulations while conducting its operations at the Property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and any other federal, state or local statutes and ordinances, including all amendments thereto, replacements thereof, any rules, regulations or orders adopted and issued pursuant thereto, and any judicial or administrative interpretations thereof.



5. Risk of Loss. Licensee shall bear all risk of loss to any crops located on the Property from the date hereof until the termination of this License.

6. Damage or Destruction of Crops by Owner. In the event Owner damages or destroys any of Licensee's crops on the Property, Owner agrees to reimburse Licensee for the fair market value of the crops, but only in the event that Licensee gives Owner at least ninety (45) days' prior written notice before planting. After Licensee gives notice of his intent to plant crops, Owner will have thirty (15) days to notify Licensee whether or not Owner intends to develop any of the Property in the immediate future. If Owner has immediate plans to develop any of the Property, Owner will designate the areas to be developed and Licensee agrees not to plant in those areas. Owner shall have no liability to Licensee for any crops that are damaged or destroyed on areas designated by Owner to be developed.

7. Insurance. Licensee shall, at its sole cost and expense, maintain during the term of this License, the following insurance which shall be primary and non-contributory to any insurance maintained by Owner, and procured from an insurance company or companies authorized to do business in the state in which the Property is located:

<u>Workers Compensation:</u>	As required by law
<u>Commercial General Liability</u>	\$1,000,000.00/occurrence \$2,000,000.00/aggregate

The commercial general liability insurance policy shall be primary, on an occurrence-form basis, and specifically name the Indemnified Parties as additional insureds. Licensee shall, prior to the Commencement Date, provide Owner with a certificate of insurance evidencing these requirements. The policies and certificates of insurance shall state that the issuing company shall mail thirty (30) days' prior written notice to the certificate holder should any of the policies be cancelled or materially changed prior to the expiration date. Licensee hereby waives and releases all rights and claims (including all subrogation rights) against the Indemnified Parties with respect to liability for any loss, injury or damage resulting from Licensee's operations or use of the Property.

8. Indemnity. shall defend, indemnify and hold harmless Owner and its employees, agents, directors, officers, representatives, affiliate entities, successors and assigns (collectively, the "Indemnified Parties") from and against any and all costs, expenses (including, without limitation, reasonable attorney fees), liabilities, damages, losses, fines, judgments, claims, actions, lawsuits or demands incurred by or asserted against any one or more of the Indemnified Parties by reason of Licensee's activities on the Property. Licensee's indemnity obligations shall survive expiration or termination of this License.

9. No Lien Rights. Licensee and the Owner agree and confirm that Licensee is not the agent of the Owner for the purpose of the authorization of or the construction of any improvements, additions, alterations, repairs and/or reconstruction which may be performed upon the property by Licensee while Licensee is in possession of the Property pursuant to this License. No person furnishing labor and/or materials to or for the account of Licensee shall be entitled to claim any lien against the interest of the Owner in the Property, and such persons shall look solely to Licensee and Licensee's interests under this License for satisfaction of any such claim. This License supersedes all prior agreements between the parties, whether oral or written, with respect to the possession by Licensee of the Property.

10. Termination. Either party shall have the right to terminate this License upon thirty (30) days' written notice to the other party.





## EXHIBIT A

### Legal Description – Former Carlson Site

PARCEL A:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 206 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21 SOUTH 00°16'01" EAST A DISTANCE OF 2,619.90 FEET TO THE CENTER CORNER OF SAID SECTION 21;

THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,229.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN BOOK 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY-ONE (21) COURSES:

- 1) SOUTH 76°41'08" WEST A DISTANCE OF 77.18 FEET TO A POINT OF CURVATURE;
- 2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 104.21 FEET AND A CHORD THAT BEARS SOUTH 89°57'13" WEST A DISTANCE OF 103.28 FEET;
- 3) NORTH 76°46'42" WEST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;
- 4) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 114.29 FEET AND A CHORD THAT BEARS NORTH 84°28'55" WEST A DISTANCE OF 113.94 FEET;
- 5) SOUTH 87°48'52" WEST A DISTANCE OF 145.31 FEET TO A POINT OF CURVATURE;
- 6) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°36'07", A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 196.27 FEET AND A CHORD THAT BEARS SOUTH 70°30'47" WEST A DISTANCE OF 193.30 FEET;
- 7) SOUTH 53°12'44" WEST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;
- 8) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13°09'14", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 95.57 FEET AND A CHORD THAT BEARS SOUTH 46°38'08" WEST A DISTANCE OF 97.36 FEET;
- 9) SOUTH 40°03'31" WEST A DISTANCE OF 199.79 FEET;
- 10) SOUTH 43°18'24" WEST A DISTANCE OF 274.93 FEET;
- 11) SOUTH 41°54'01" WEST A DISTANCE OF 126.84 FEET;
- 12) SOUTH 43°57'21" WEST A DISTANCE OF 169.36 FEET TO A POINT OF CURVATURE;
- 13) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62°08'24", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH 12°53'09" WEST A DISTANCE OF 232.24 FEET;
- 14) SOUTH 18°11'03" EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;
- 15) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°02'42", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH 37°42'25" EAST A DISTANCE OF 116.96 FEET;



16) SOUTH 57°13'46" EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;  
17) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°57'41", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH 69°42'37" EAST A DISTANCE OF 183.69 FEET;  
18) SOUTH 82°11'27" EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;  
19) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°03'40", A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH 71°09'37" EAST A DISTANCE OF 220.03 FEET; 20) SOUTH 60°07'47" EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;  
21) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°24'14", A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH 58°55'40" EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;  
THENCE SOUTH 89°25'57" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2,019.11 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;  
THENCE NORTH 00°06'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 874.06 TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2978817 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;  
THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:  
1) NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;  
2) NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;  
3) SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;  
4) NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;  
5) SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 5;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:  
1) NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;  
2) NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) THE FOLLOWING FOUR (4) COURSES:  
1) SOUTH 89°59'29" EAST A DISTANCE OF 60.00 FEET;  
2) NORTH 00°00'31" EAST A DISTANCE OF 980.30 FEET;  
3) NORTH 89°38'17" EAST A DISTANCE OF 1,106.54 FEET;  
4) NORTH 00°21'43" WEST A DISTANCE OF 70.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;  
THENCE NORTH 89°38'17" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,467.60 FEET TO THE POINT OF BEGINNING.



### Legal Description – Former Swink Site

A PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

**BASIS OF BEARINGS:** ASSUMING THE SOUTH LINE OF THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP MARKED "LS 25937 1995" AT THE SOUTHEAST CORNER OF SAID SECTION 21 AND A NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP MARKED "LS 13155 1998" AT THE SOUTH QUARTER CORNER OF SAID SECTION 21 TO BEAR S 89°23'58" W, A DISTANCE OF 2684.63 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID SECTION 21:

THENCE S 89°23'58" W ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 2,684.63 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE N 00°16'05" W ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,426.59 FEET TO THE NORTHERLY LINE OF SAID 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464 AND THE **POINT OF BEGINNING**;

THENCE N 00°16'05" W CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 1,223.81 FEET TO THE CENTER QUARTER CORNER OF SECTION 21;

THENCE N 00°16'06" W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21 A DISTANCE OF 2,649.86 FEET TO THE NORTH QUARTER CORNER OF SECTION 21;

THENCE N 89°38'36" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,250.37 FEET TO THE WESTERLY LINE OF SAID 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID DITCH THE FOLLOWING ELEVEN (11) COURSES:

- 12) S 00°49'26" W A DISTANCE OF 411.56 FEET;
- 13) S 00°42'57" W A DISTANCE OF 225.38 FEET;
- 14) S 01°25'12" E A DISTANCE OF 155.38 FEET TO A POINT OF CURVE;
- 15) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 97°55'18", A RADIUS OF 47.00 FEET AND AN ARC LENGTH OF 80.33 FEET;
- 16) N 80°39'30" E A DISTANCE OF 123.80 FEET;
- 17) N 73°56'17" E A DISTANCE OF 64.14 FEET;
- 18) N 74°41'14" E A DISTANCE OF 127.29 FEET;

- 19) N 77°11'24" E A DISTANCE OF 214.63 FEET;
- 20) N 79°40'39" E A DISTANCE OF 294.87 FEET TO A POINT OF CURVE;
- 21) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°50'33", A RADIUS OF 575.00 FEET AND AN ARC LENGTH OF 329.60 FEET;
- 22) S 67°28'48" E A DISTANCE OF 260.91 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE S 00°29'40" E ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21 A DISTANCE OF 471.43 FEET TO THE NORTHERLY LINE OF A PARCEL CONVEYED TO LEFT HAND WATER DISTRICT AS DESCRIBED AT RECEPTION NO. 3833970;

THENCE S 89°30'19" W ALONG SAID NORTHERLY LINE A DISTANCE OF 530.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE S 00°29'41" E ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 680.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE N 89°30'19" E ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 530.00 FEET TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21;

THENCE S 00°29'40" E ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21 A DISTANCE OF 90.15 FEET TO SAID NORTHERLY LINE OF THE 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THIRTY TWO (32) COURSES:

- 33) S 51°26'38" W A DISTANCE OF 109.05 FEET TO A POINT OF CURVE;
- 34) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 31°10'54", A RADIUS OF 375.00 FEET AND AN ARC LENGTH OF 204.08 FEET;
- 35) S 82°37'33" W A DISTANCE OF 226.27 FEET TO A POINT OF CURVE;
- 36) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°34'39", A RADIUS OF 525.00 FEET AND AN ARC LENGTH OF 124.41 FEET;
- 37) N 83°47'48" W A DISTANCE OF 212.21 FEET TO A POINT OF CURVE;
- 38) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°51'49", A RADIUS OF 565.00 FEET AND AN ARC LENGTH OF 205.74 FEET;
- 39) S 75°20'23" W A DISTANCE OF 6.27 FEET TO A POINT OF CURVE;
- 40) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°53'26", A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 89.89 FEET;
- 41) S 52°26'57" W A DISTANCE OF 22.72 FEET TO A POINT OF CURVE;
- 42) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 46°45'36", A RADIUS OF 165.00 FEET AND AN ARC LENGTH OF 134.66 FEET;



- 43) S 05°41'21" W A DISTANCE OF 106.91 FEET;
- 44) S 01°41'27" W A DISTANCE OF 92.68 FEET;
- 45) S 01°00'54" W A DISTANCE OF 269.23 FEET TO A POINT OF CURVE;
- 46) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 09°38'04", A RADIUS OF 1,075.00 FEET AND AN ARC LENGTH OF 180.76 FEET;
- 47) S 10°38'58" W A DISTANCE OF 50.93 FEET TO A POINT OF CURVE;
- 48) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°50'26", A RADIUS OF 1,225.00 FEET AND AN ARC LENGTH OF 124.87 FEET;
- 49) S 16°29'24" W A DISTANCE OF 29.52 FEET TO A POINT OF CURVE;
- 50) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 45°35'42", A RADIUS OF 235.00 FEET AND AN ARC LENGTH OF 187.01 FEET;
- 51) S 62°05'05" W A DISTANCE OF 52.47 FEET;
- 52) S 57°50'12" W A DISTANCE OF 48.87 FEET TO A POINT OF CURVE;
- 53) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24°38'29", A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 64.51 FEET;
- 54) S 33°11'43" W A DISTANCE OF 111.15 FEET TO A POINT OF CURVE;
- 55) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°47'55", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 128.45 FEET;
- 56) S 69°59'39" W A DISTANCE OF 171.86 FEET TO A POINT OF CURVE;
- 57) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°52'09", A RADIUS OF 925.00 FEET AND AN ARC LENGTH OF 207.76 FEET;
- 58) S 57°07'30" W A DISTANCE OF 139.10 FEET TO A POINT OF CURVE;
- 59) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°33'51", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 75.27 FEET;
- 60) S 78°41'20" W A DISTANCE OF 119.10 FEET TO A POINT OF CURVE;
- 61) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°20'04", A RADIUS OF 145.00 FEET AND AN ARC LENGTH OF 84.36 FEET;
- 62) N 67°58'36" W A DISTANCE OF 47.24 FEET TO A POINT OF CURVE;
- 63) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°56'55", A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 172.54 FEET;
- 64) S 76°04'29" W A DISTANCE OF 23.27 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING** THEREFROM THAT PARCEL OF LAND DEDICATED TO WELD COUNTY AS A PUBLIC HIGHWAY IN THAT DEED OF DEDICATION RECORDED JULY 22, 1996 AT RECEPTION NO. 2502152.

**SUBJECT** TO THE RIGHTS-OF-WAY FOR COUNTY ROAD NUMBERS 7 AND 8 AS DESCRIBED IN BOOK 86 AT PAGE 273.

SAID DESCRIBED PARCEL OF LAND CONTAINS 149.910 GROSS ACRES, MORE OR LESS.



# ALT/NSPS LAND TITLE SURVEY

## LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 206 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21 SOUTH 00°16'01" EAST A DISTANCE OF 2,619.90 FEET TO THE CENTER CORNER OF SAID SECTION 21;

THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,229.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN BOOK 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY- ONE (21) COURSES:

1. THENCE SOUTH 76°41'08" WEST A DISTANCE OF 77.18 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 104.21 FEET AND A CHORD THAT BEARS SOUTH 89°57'13" WEST A DISTANCE OF 103.28 FEET;
3. THENCE NORTH 76°46'42" WEST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 114.29 FEET AND A CHORD THAT BEARS NORTH 84°28'55" WEST A DISTANCE OF 113.94 FEET;
5. THENCE SOUTH 87°48'52" WEST A DISTANCE OF 145.31 FEET TO A POINT OF CURVATURE;
6. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°36'07", A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 196.27 FEET AND A CHORD THAT BEARS SOUTH 70°30'47" WEST A DISTANCE OF 193.30 FEET;
7. THENCE SOUTH 53°12'44" WEST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;
8. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13°09'14", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 95.57 FEET AND A CHORD THAT BEARS SOUTH 46°38'08" WEST A DISTANCE OF 97.36 FEET;
9. THENCE SOUTH 40°03'31" WEST A DISTANCE OF 199.79 FEET;
10. THENCE SOUTH 43°18'24" WEST A DISTANCE OF 274.93 FEET;
11. THENCE SOUTH 41°54'01" WEST A DISTANCE OF 126.84 FEET;
12. THENCE SOUTH 43°57'21" WEST A DISTANCE OF 169.36 FEET TO A POINT OF CURVATURE;
13. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62°08'24", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH 12°53'09" WEST A DISTANCE OF 232.24 FEET;
14. THENCE SOUTH 18°11'03" EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;
15. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°02'42", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH 37°42'25" EAST A DISTANCE OF 116.96 FEET;
16. THENCE SOUTH 57°13'46" EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;
17. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°57'41", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH 69°42'37" EAST A DISTANCE OF 183.69 FEET;
18. THENCE SOUTH 82°11'27" EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;
19. THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°03'40", A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH 71°09'37" EAST A DISTANCE OF 220.03 FEET;
20. THENCE SOUTH 60°07'47" EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;
21. THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°24'14", A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH 58°55'40" EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE SOUTH 89°25'57" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2,019.11 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 00°06'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 874.06 TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2978817 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;
2. THENCE NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;
3. THENCE SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;
4. THENCE NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;
5. THENCE SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 5;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

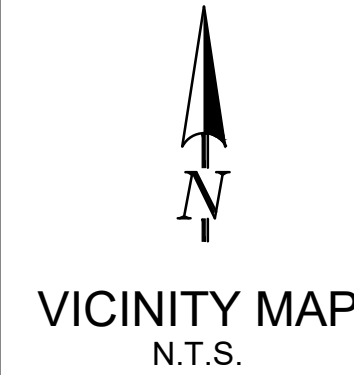
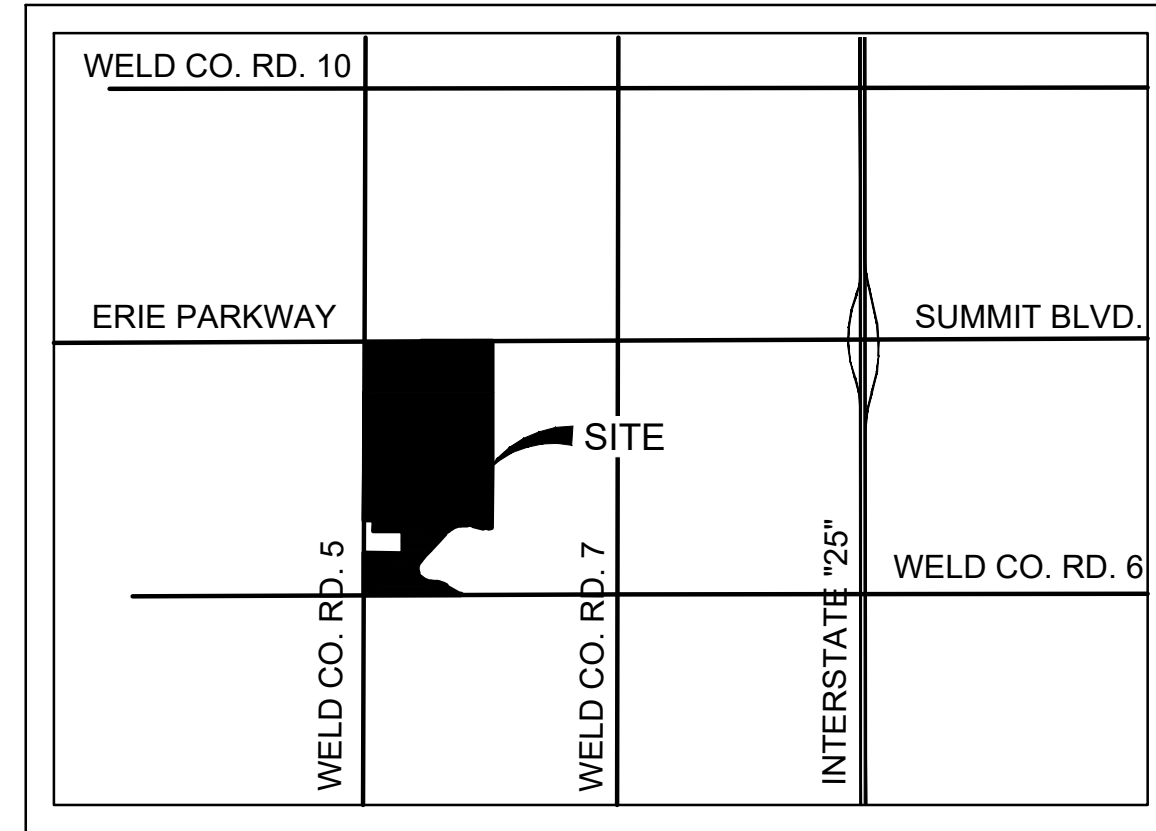
1. THENCE NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;
2. THENCE NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 89°59'29" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE VACATED RIGHT-OF-WAY RECORDED AT RECEPTION NO. 4506864 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID RIGHT-OF-WAY VACATION THE FOLLOWING FOUR (4) COURSES:

1. THENCE NORTH 00°00'31" EAST A DISTANCE OF 990.23 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°37'46", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.29 FEET AND A CHORD THAT BEARS NORTH 44°49'24" EAST A DISTANCE OF 28.19 FEET;
3. THENCE NORTH 89°38'17" EAST A DISTANCE OF 1,116.48 FEET TO THE EASTERLY LINE OF ERIE PARKWAY AS DESCRIBED IN RECEPTION NO. 3338310;
4. THENCE NORTH 00°21'43" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 89°38'17" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,467.60 FEET TO THE POINT OF BEGINNING.



**TITLE COMMITMENT:**

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT NO. 100-N00178170-010-T02, AMENDMENT NO.4 PREPARED BY FIDELITY NATIONAL TITLE GROUP WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 AT 7:00 A.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON HEREON.

- 8.A. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF (L) OIL, COAL AND OTHER MINERALS UNDERLYING THE LAND, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 11, 1911 IN BOOK 320 AT PAGE 61, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN (SECTION 21).
- 8.B. THE EFFECT OF RELEASE AND QUITCLAIM DEED RECORDED DECEMBER 17, 1998 AT RECEPTION NO. 2661201.
- 8.C. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT BY RME PETROLEUM COMPANY AND RME LAND CORP. (FKA UNION PACIFIC RESOURCES COMPANY AND UNION PACIFIC LAND RESOURCES) RECORDED FEBRUARY 28, 2002 AT RECEPTION NO. 2954716. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
9. AN EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC. BY THE INSTRUMENT RECORDED FEBRUARY 2, 1970 IN BOOK 620 AT RECEPTION NO. 1542146. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
10. AN EASEMENT FOR ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES GRANTED TO THE UNITED STATES OF AMERICA BY THE INSTRUMENT RECORDED APRIL 5, 1958 IN BOOK 1266 AT PAGE 552. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
11. AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY THE INSTRUMENT RECORDED MAY 7, 1930 IN BOOK 694 AT PAGE 390. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS ALL OF THE SUBJECT PROPERTY WITH THE EXCEPTION OF THE WEST ONE-HALF OF THE WEST HALF - SEE PAGE 3).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AGREEMENT BY AND BETWEEN THE BOULDER VALLEY COAL COMPANY AND UNION PACIFIC RAILROAD COMPANY AND JOHN J. KIRBY AND JOSEPH M. KIRBY AND ESTHER R. KIRBY (THE THEN OWNERS OF SAID PROPERTY) RECORDED APRIL 30, 1931 IN BOOK 913 AT PAGE 86. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 21 - SEE PAGE 3).
13. ALL OIL, GAS AND ASSOCIATED LIQUID HYDROCARBONS AS GRANTED TO CHAMPLIN PETROLEUM COMPANY BY MINERAL DEED RECORDED NOVEMBER 30, 1972 IN BOOK 681 AT RECEPTION NO. 1602712, AND THE TERMS AND CONDITIONS CONTAINED THEREIN, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN. (NW 1/4, EXCEPT COMMUNITY DITCH RIGHT OF WAY OF SECTION 21). (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 21 - SEE PAGE 3).
- 14.A. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A OIL AND GAS LEASE, EXECUTED BY AMOCO PRODUCTION COMPANY, AS LESSEE(S), RECORDED NOVEMBER 30, 1972 IN BOOK 681 AT RECEPTION NO. 1602713, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 21 - SEE PAGE 3).
- 14.B. NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED DECEMBER 7, 2000 AT RECEPTION NO. 2811876 IN CONNECTION WITH THE ABOVE LEASE. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
- 14.C. RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT BY ENCANIA OIL & GAS INC. AND NON-OPERATOR PARTIES ALL AS SET FORTH IN SAID INSTRUMENT AS RECORDED JUNE 22, 2015 AT RECEPTION NO. 4117884, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 21 - SEE PAGE 3).
- 14.D. RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT BY ENCANIA OIL & GAS INC. AND NON-OPERATOR PARTIES ALL AS SET FORTH IN SAID INSTRUMENT AS RECORDED JUNE 22, 2015 AT RECEPTION NO. 4117885, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 21 - SEE PAGE 3).
- 14.E. DECLARATIONS OF POOLING RECORDED JULY 29, 2019 AT RECEPTION NO. 4509251 AND JULY 29, 2019 AT RECEPTION NO. 4509252 (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE SOUTH ONE-HALF OF THE NORTH WEST ONE-QUARTER OF SECTION 21 - SEE PAGE 3)
- 15.A. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE SURFACE OWNER'S AGREEMENT BY AND BETWEEN PATRICIA S. ACKARD AND CHAMPLIN PETROLEUM COMPANY RECORDED JULY 10, 1974 IN BOOK 178 AT RECEPTION NO. 1640298. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE EAST ONE-HALF OF THE WEST ONE-HALF OF SECTION 21 - SEE PAGE 3).
- 15.B. REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) AS RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 3525268. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY. SEE PAGE 3).
- 15.C. ASSIGNMENT OF ROYALTY (QUIT CLAIM) RECORDED SEPTEMBER 7, 2016 AT RECEPTION NO. 4234417. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
16. AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY THE INSTRUMENT RECORDED JANUARY 5, 1987 IN BOOK 1141 AT RECEPTION NO. 2083323. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AMENDED SPECIAL USE AGREEMENT BY AND BETWEEN THE TOWN OF ERIE AND DANIEL R. HORST RECORDED MAY 1, 1990 IN BOOK 1262 AT RECEPTION NO. 2212313. (SURVEYOR'S NOTE: THIS DOCUMENT APPEARS TO AFFECT THE SUBJECT PROPERTY, HOWEVER, EXHIBIT "A" OF THE DOCUMENT WHICH IS APPARENTLY INTENDED TO DESCRIBE THE DOCUMENT'S SUBJECT PROPERTY IS REFERENCED BUT NOT CONTAINED WITHIN THE DOCUMENT).
18. THE EFFECT OF THE COMMUNITIZATION AGREEMENT AS RECORDED NOVEMBER 21, 2008 AT RECEPTION NO. 3591158. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 21 - SEE PAGE 3).
19. NOTICE OF PIPELINE LOCATION BY KERR-MCGEE OIL & GAS ONSHORE LP AS RECORDED DECEMBER 11, 2007 AT RECEPTION NO. 3522838. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES AND GRANT OF RIGHTS AND WAIVERS AS SET FORTH BELOW: RECORDING DATE: DECEMBER 6, 2017 RECORDING NO.: RECEPTION NO. 4358124. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
21. WASTE INDUSTRY RESTRICTIONS CONTAINED IN SPECIAL WARRANTY DEEDS RECORDED DECEMBER 22, 2017 AT RECEPTION NO. 4362618 AND RECEPTION NO. 4362619 (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
22. RIGHT OF WAY GRANT TO KERR-MC GEE GATHERING LLC A COLORADO LIMITED LIABILITY COMPANY AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION N O. 4428219. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
23. RIGHT OF WAY GRANT TO KERR-MC GEE GATHERING LLC A COLORADO LIMITED LIABILITY COMPANY AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION N O. 4428218. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
24. RELINQUISHMENT UNTO ERIE LAND COMPANY BY KERR-MC GEE GATHERING LLC, KERR MCGEE OIL & GAS OFFSHORE LP AND ANADARKOLAND CORP AND ANADARKO E&P ONSHORE LLC AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION N O. 4428217. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).

**TITLE COMMITMENT CONT.:**

25. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SET BACK WAIVER AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION N O. 4428213. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
26. NOTES AND EASEMENTS AS SET FORTH ON THE RECORDED PLAT FOR DEARMIN MINOR SUBDIVISION AS RECORDED JUNE 6, 2018 AT RECEPTION NO. 4405019. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
27. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE MODEL FORM RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT AS RECORDED OCTOBER 9, 2018 AT RECEPTION NO. 4437212. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
28. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE MEMORANDUM OF AGREEMENT AS RECORDED OCTOBER 12, 2018 AT RECEPTION NO. 4438250 AND AT RECEPTION NO. 4438252. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
29. THOSE MATTERS SET FORTH AND SHOWN ON THE DEARMIN ZONING MAP RECORDED DECEMBER 19, 2018 AT RECEPTION NO. 4454695 (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
30. EASEMENT FOR PIPELINES GRANTED TO KERR-MCGEE GATHERING LLC AS CONTAINED IN EXCLUSIVE RIGHT-OF-WAY GRANT RECORDED JANUARY 11, 2019 AT RECEPTION NO. 4459419 (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).
31. EASEMENT FOR PIPELINES GRANTED TO KERR-MCGEE GATHERING LLC AS CONTAINED IN EXCLUSIVE RIGHT-OF-WAY GRANT RECORDED JANUARY 11, 2019 AT RECEPTION NO. 4459420 (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).

**GENERAL NOTES:**

1. THE BASIS OF BEARINGS FOR THIS MAP IS THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE NORTH END BY A FOUND 2-1/2 INCH ALUMINUM CAP WITHIN A MONUMENT CASING STAMPED WITH THE APPROPRIATE TEXT AND SYMBOLOLOGY FOR THE NORTHWEST CORNER OF SECTION 21 AND "LS 23501" AND MONUMENTED ON THE SOUTH END BY A FOUND 3-1/4 INCH ALUMINUM CAP WITHIN A MONUMENT CASING STAMPED WITH THE APPROPRIATE TEXT AND SYMBOLOLOGY FOR THE WEST ONE-QUARTER CORNER OF SECTION 21 AND "PLS 26606" BEARING NORTH 00°00'31" EAST A DISTANCE OF 2654.72 FEET BETWEEN SAID MONUMENTS.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. AT THE TIME OF THE SURVEY THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK OR SIGNS OF CONSTRUCTION ACTIVITY.
4. PROPERTY ADDRESS PER PUBLIC RECORD: NOT ASSIGNED VACANT PROPERTY. TAX SCHEDULE NUMBER OF PROPERTY AFFECTED AT THE TIME OF SURVEY: 146721301002 AND 146721000030
5. THE PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08013C0583J, EFFECTIVE DECEMBER 18, 2012.
6. THE 50 FOOT WIDE STRIP ENCOMPASSING THE PHYSICAL COMMUNITY DITCH WAS DESCRIBED BOOK 63 PAGE 464 AS A CONTINUOUS DITCH MEANDERING THROUGH SECTION 21 WITH NO SPECIFIC LOCATION PROVIDED. IT IS APPARENT THAT AN UNRECORDED SURVEY OF THE WEST ONE-HALF OF SECTION 21 PERFORMED BY CVL CONSULTANTS (PLS 35583) AND LATER RETRACED ON MAP REFERENCE 4 SURVEYED THE APPROXIMATE PHYSICAL CENTERLINE OF THE DITCH AND DOCUMENTED THE 50 FOOT WIDE STRIP SURVEY BY CITING SPECIFIC BEARINGS AND DISTANCES AND SETTING SURVEY MONUMENTS IN THE FIELD. SUBSEQUENT TO THE UNRECORDED SURVEY AND APPARENTLY WITHOUT KNOWLEDGE OF THE PRIOR SURVEY'S EXISTENCE, THE AUTHORS OF MAP REFERENCE 3 AND LATER 5 PERFORMED A SIMILAR MONUMENTED PROCEDURE IN THE EAST ONE-HALF OF SECTION 21. THIS INTERPRETATION OF THE DITCH IN THE EAST ONE-HALF OF SECTION 21 DIFFERS FROM THE ONE PERFORMED IN THE WEST ONE-HALF OF SECTION 21 BY APPROXIMATELY 6 FEET PRODUCING A 5.89 FOOT JOG AT THE NORTH-SOUTH CENTER SECTION LINE. THE SURVEY PERFORMED HERON DOCUMENTS AND ACCEPTS THIS JOG AT THE NORTH-SOUTH CENTERLINE OF SECTION 21.

7. THE SUBJECT PROPERTY DESCRIPTION YIELDS A CALCULATED AREA OF 11,615,748 SQ. FT. (266.66089 ACRES) MORE OR LESS.

**SURVEYOR'S CERTIFICATION:**

TO ERIE LAND COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY AND COMMONWEALTH LAND TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 13, AND 17 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED IN SEPTEMBER 2018.



ROBERT L. MEADOWS JR., PLS 34977

FOR AND ON BEHALF OF  
MATRIX DESIGN GROUP, INC.  
2435 RESEARCH PARKWAY  
COLORADO SPRINGS, CO. 80920

**ALTA / NSPS LAND SURVEY DEPOSITING CERTIFICATE:**

DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF THE COUNTY

SURVEY'S LAND SURVEY PLATS/RIGHT OF WAY SURVEYS AT PAGE \_\_\_\_\_, RECORDS OF WELD COUNTY, COLORADO.

RECEPTION NUMBER: \_\_\_\_\_

**SHEET INDEX**

<b>SHEET 1</b>	-	<b>TITLE SHEET</b>
<b>SHEET 2</b>	-	<b>BOUNDARY AND TOPOGRAPHIC SHEET</b>
<b>SHEET 3</b>	-	<b>BOUNDARY SHEET</b>



ALTA/NSPS LAND TITLE SURVEY	
LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO	
DRAWN BY: RLM	DATE ISSUED: AUG 22, 2019
CHECKED BY: RLM	SCALE: 1" = NA
SHEET 1 OF 3 SHEETS	



# ALT/NSPS LAND TITLE SURVEY

LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

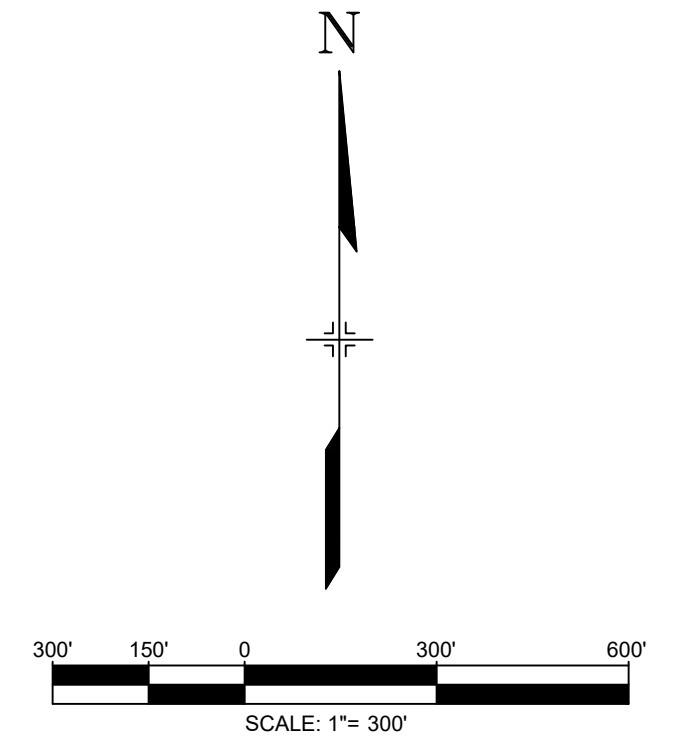
### MAP REFERENCE LEGEND

THE FOLLOWING RECORDED DOCUMENTS WERE CONSIDERED IN DEVELOPING THE BOUNDARY DEPICTED ON THIS MAP:

- R1 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON AUGUST 3, 2006 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 3408839.
- R2 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON JANUARY 29, 2009 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 3602215.
- R3 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON MAY 5, 2014 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4015551.
- R4 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON SEPTEMBER 3, 2014 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4043099.
- R5 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON OCTOBER 25, 2017 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4346911.
- R6 THE FINAL PLAT OF DEARMIN MINOR SUBDIVISION RECORDED JUNE 6, 2018 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4405019.

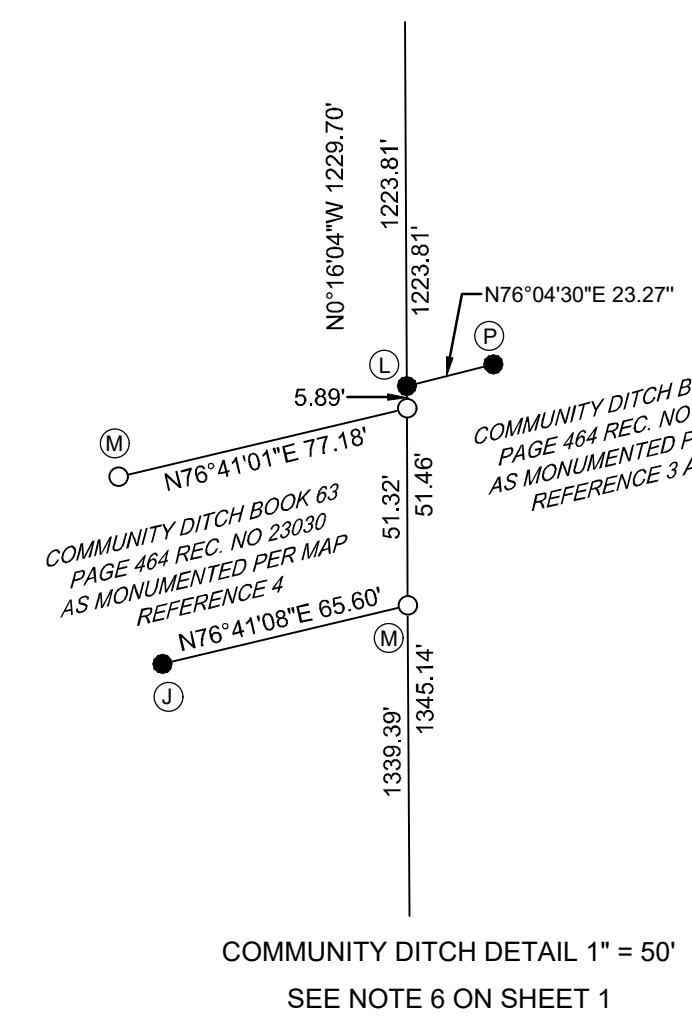
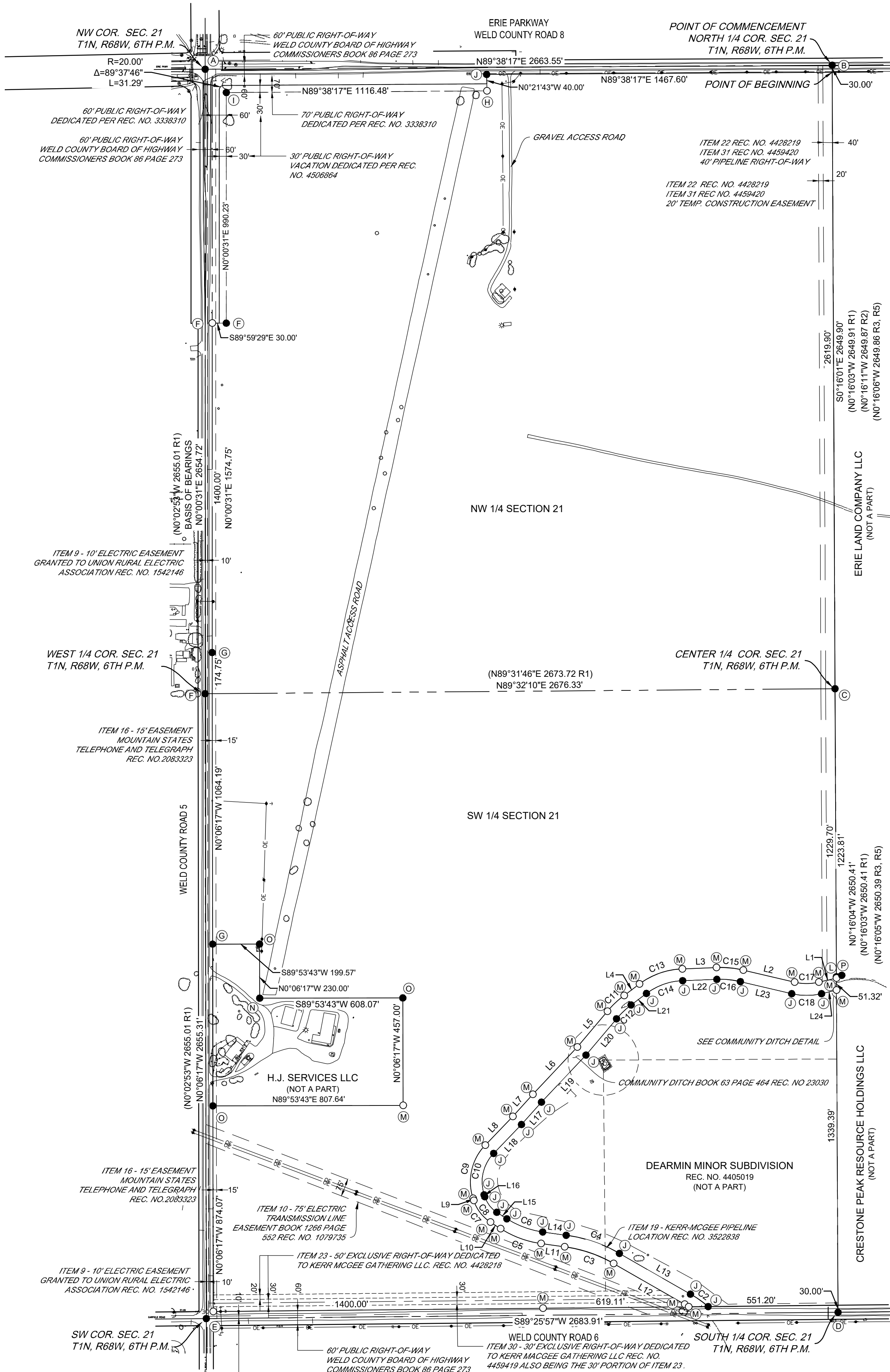
### MONUMENTATION LEGEND

- A - INDICATES A FOUND REBAR WITH 2-1/2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE NORTHWEST CORNER OF SECTION 21 AND "POWERS ELEVATION COMPANY 1993 PLS 23501" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1 AND R4.
- B - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP ILLEGIBLY STAMPED ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1, R2, R3, R4, R5 AND R6.
- C - INDICATES A FOUND 6/8 INCH REBAR WITH 2-1/2 INCH ALUMINUM CAP STAMPED "2006 - C 1/4 - S21 - T1N R68 W - PLS 28286" PER MAP REFERENCES R1, R2, R3, R4, R5 AND R6.
- D - INDICATES A FOUND REBAR WITH 2-1/2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTH ONE-QUARTER CORNER OF SECTION 21 AND "2017 PLS 38512" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCE R6.
- E - INDICATES A FOUND REBAR WITH 3-1/4 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTHWEST CORNER OF SECTION 21 AND "1998 LS 13155" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1, R4 AND R6.
- F - INDICATES A FOUND 6/8 INCH REBAR WITH 3-1/4 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE WEST ONE-QUARTER CORNER OF SECTION 21 AND "2006 VIGIL LAND CONSULTANTS PLS 26606 ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCE R4.
- G - INDICATES A FOUND 4/8 INCH REBAR WITH 1 INCH YELLOW PLASTIC CAP STAMPED "PLS 25965" PER MAP REFERENCE R4.
- H - INDICATES A FOUND 4/8 INCH REBAR VISIBLY DISTURBED. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4 REPLACED WITH A 5/8 INCH REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977".
- I - INDICATES A FOUND 5/8 INCH REBAR. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4 REPLACED MISSING PLASTIC CAP WITH A 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977".
- J - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP STAMPED "CVL LS 35593" PER MAP REFERENCE R4.
- K - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP STAMPED "PLS 38257" PER MAP REFERENCE R3, R4 AND R5.
- L - INDICATES A FOUND 5/8 INCH REBAR. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R5.
- M - INDICATES A FOUND 5/8 INCH REBAR VISIBLY DISTURBED. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4 REPLACED WITH A 5/8 INCH REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977".
- N - INDICATES A FOUND 5/8 INCH REBAR. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4 REPLACED MISSING PLASTIC CAP WITH A 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977".
- O - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP ILLEGIBLY STAMPED. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4.
- P - INDICATES A FOUND 5/8 INCH REBAR. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R5.



- INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND
- INDICATES A SET NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977"

SYMBOL LEGEND FROM AERIAL SURVEY	
	FENCE
	POLE
	POST
	SIGN
	2-POST SIGN
	TREE
	WALL
	CONCRETE GUARD RAIL
	GUARD RAIL
	MONITORING WELL
	RAILROAD LIGHT
	RAILROAD SWITCH
	POLE ANCHOR
	MANHOLE
	ELECTRIC BOX
	POWER POLE
	TRAFFIC LIGHT
	LIGHT POLE
	STORM INLET
	WATER VALVE



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°24'14"	475.00'	19.93'	N58°55'40"W	19.93'
C2	10°05'03"	525.00'	92.40'	N55°05'16"W	92.28'
C3	22°03'40"	575.00'	221.40'	N71°09'37"W	220.03'
C4	22°03'40"	625.00'	240.65'	N71°09'37"W	239.17'
C5	24°57'41"	425.00'	185.15'	S69°42'37"E	183.68'
C6	24°57'41"	375.00'	163.37'	S69°42'37"E	162.08'
C7	39°02'42"	175.00'	119.26'	S37°42'25"E	116.96'
C8	39°02'42"	125.00'	85.18'	S37°42'25"E	83.54'
C9	62°08'24"	225.00'	244.02'	S12°53'09"W	232.24'
C10	62°08'24"	175.00'	189.80'	S12°53'09"W	180.63'
C11	13°09'14"	425.00'	97.57'	S46°38'08"W	97.36'
C12	13°09'14"	375.00'	86.09'	S46°38'08"W	85.90'
C13	34°36'07"	325.00'	196.27'	S70°30'47"W	193.30'
C14	34°36'07"	275.00'	166.08'	S70°30'47"W	163.57'
C15	15°24'28"	425.00'	114.29'	N84°28'55"W	113.94'
C16	15°24'28"	375.00'	100.84'	N84°28'55"W	100.54'
C17	26°32'10"	225.00'	104.21'	N89°57'13"E	103.28'

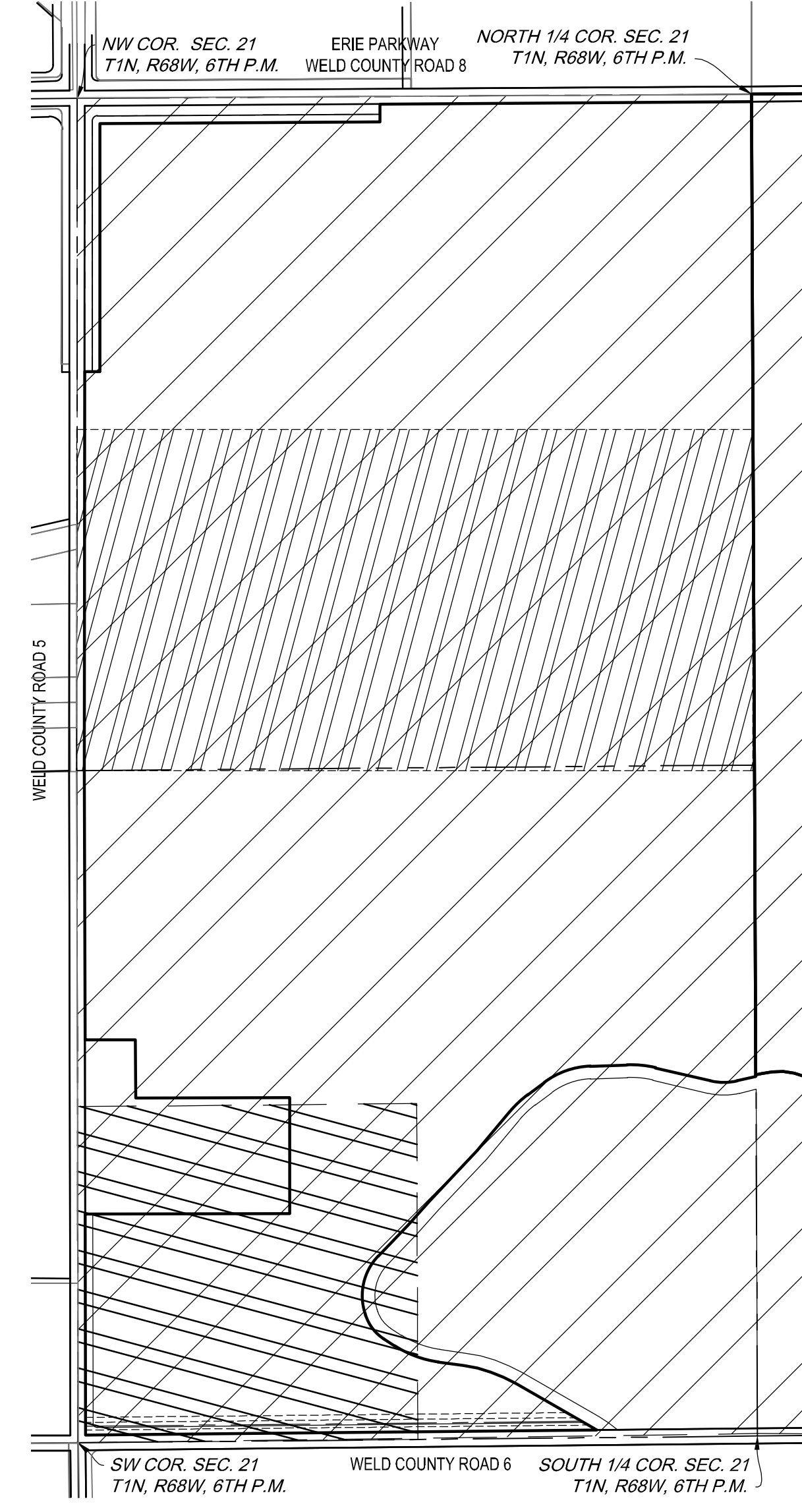
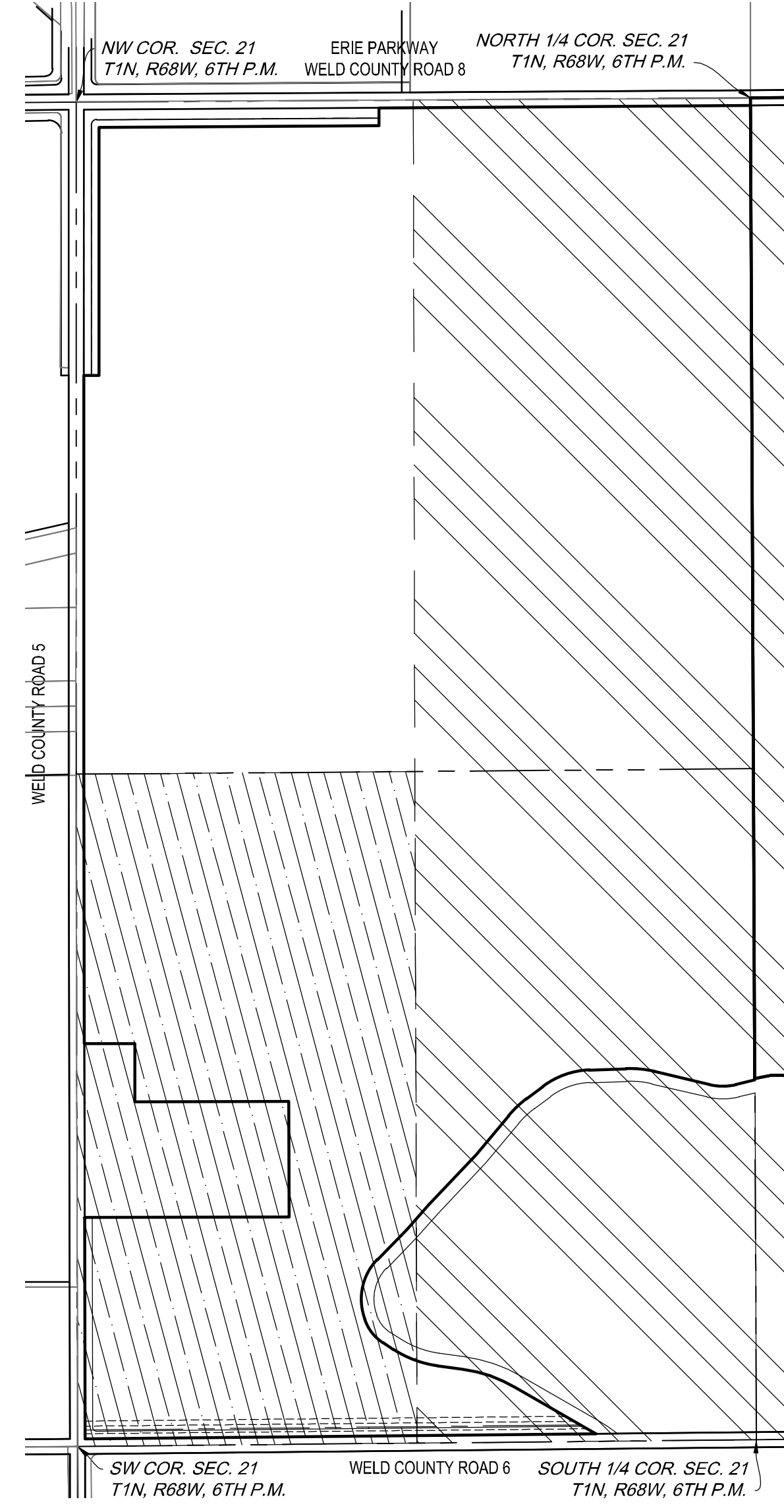
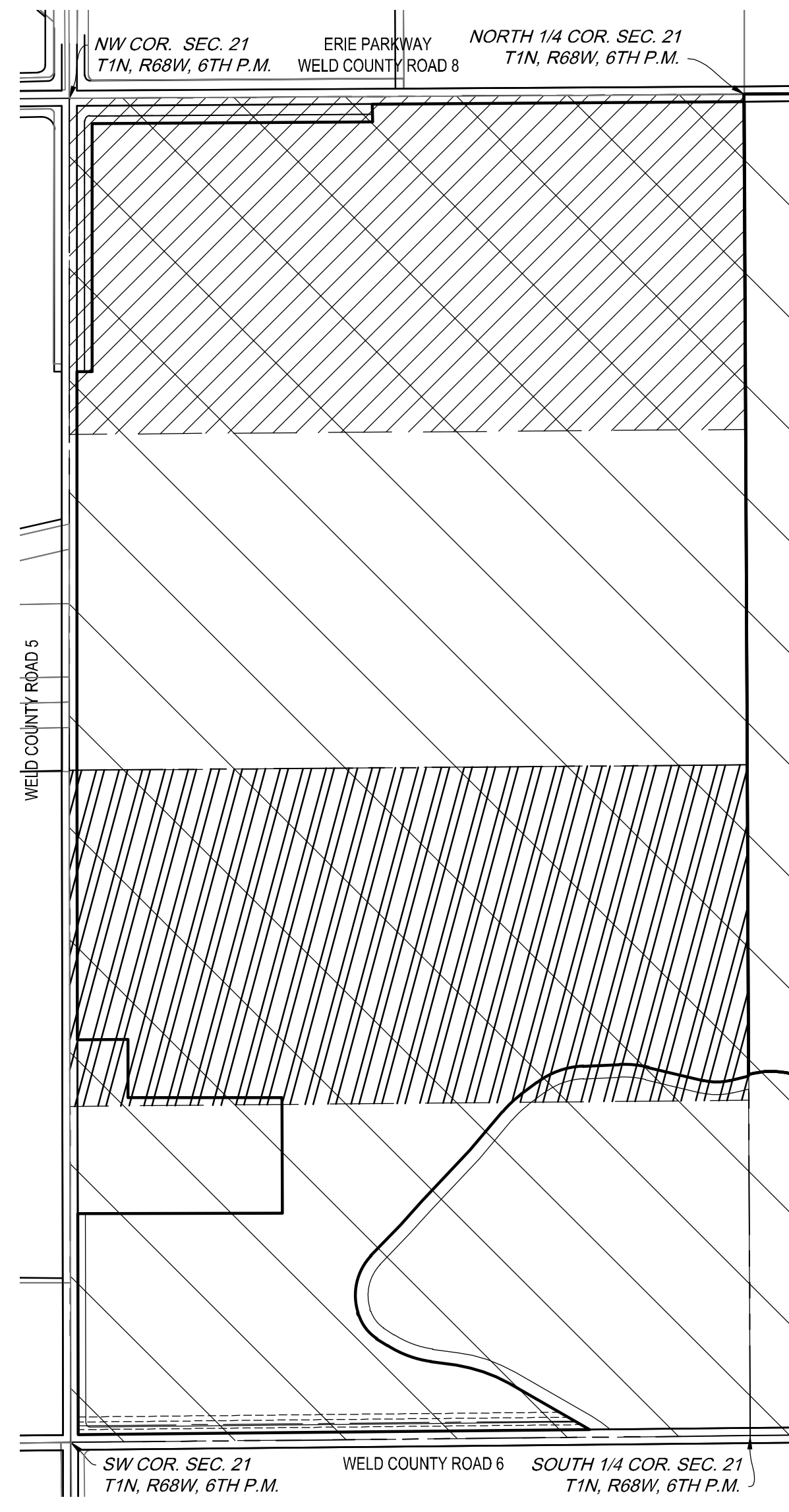
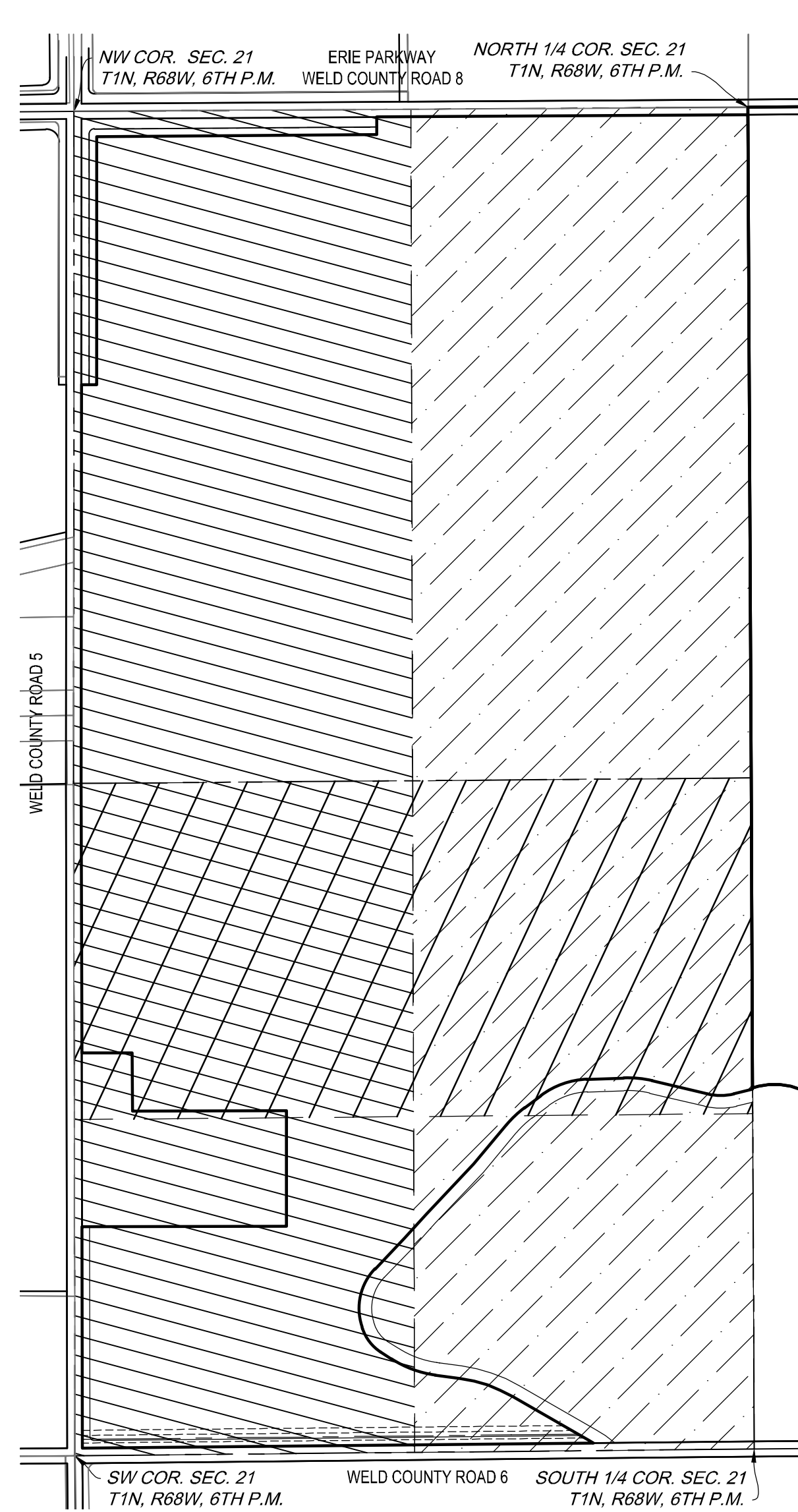
LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°41'08"W	77.18'
L2	N76°46'42"W	223.90'
L3	S87°48'52"W	145.31'
L4	S53°12'44"W	80.82'
L5	S40°03'31"W	199.79'
L6	S43°18'24"W	274.93'
L7	S41°54'01"W	126.84'
L8	S43°57'21"W	169.36'
L9	S18°11'03"E	8.91'
L10	S57°13'46"E	50.68'
L11	S82°11'27"E	100.58'
L12	S60°07'47"E	347.74'

LINE TABLE		
LINE	BEARING	LENGTH
L13	N60°07'47"W	347.74'
L14	N82°11'27"W	100.58'
L15	N57°13'46"W	50.68'
L16	N18°11'03"W	8.91'
L17	N41°54'01"E	127.12'
L18	N43°57'21"E	170.26'
L19	N43°18'24"E	275.73'
L20	N40°03'31"E	201.21'
L21	N53°12'44"E	80.82'
L22	N87°48'52"E	145.31'
L23	S76°46'42"E	223.90'
L24	N76°41'08"E	65.60'

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# ALT/NSPS LAND TITLE SURVEY

LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

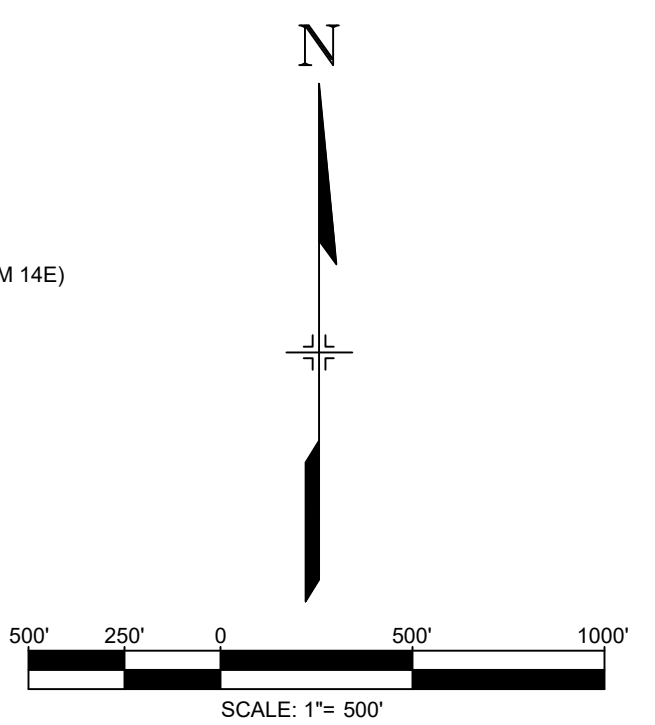


- BOOK 913 PAGE 87 (ITEM 12)
- RECORDING NUMBER 1640298 (ITEM 15A)
- RECORDING NUMBER 1602713 (ITEM 14A)

- RECORDING NUMBER 1602712 (ITEM 13)
- RECORDING NUMBER 3525268 (ITEM 15B)
- RECORDING NUMBER 3591158 (ITEM 18)

- RECORDING NUMBER 4117884 (ITEM 14C)
- BOOK 894 PAGE 390 (ITEM 11)

- RECORDING NUMBER 4117885 (ITEM 14D)
- BOOK 320 PAGE 61 (ITEM 8A)
- RECORDING NUMBER 4509251 & 4509252 (ITEM 14E)



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<b>Matrix</b> DESIGN GROUP AN EMPLOYEE-OWNED COMPANY	<b>ALT/NSPS LAND TITLE SURVEY</b> LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO	
	DRAWN BY: RLM CHECKED BY: RLM	SCALE: 1" = 300'



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

## LEGAL DESCRIPTION:

A PORTION OF THE EAST 1/2 OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 21; AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP MARKED "LS 25937 1995" AT THE SOUTHEAST CORNER OF SAID SECTION 21 AND A NO. 6 REBAR WITH A 3 1/4 INCH ALUMINUM CAP MARKED "LS 13155 1998" AT THE SOUTH 1/4 CORNER OF SAID SECTION 21 TO BEAR SOUTH 89°23'58" WEST, A DISTANCE OF 2684.63 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THENCE SOUTH 89°23'58" WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 21 A DISTANCE OF 2,684.63 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 21;

THENCE NORTH 00°16'05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21 A DISTANCE OF 1,426.59 FEET TO THE NORTHERLY LINE OF SAID 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464 AND **THE POINT OF BEGINNING**;

THENCE NORTH 00°16'05" WEST CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 21 A DISTANCE OF 1,223.81 FEET TO THE CENTER 1/4 CORNER OF SECTION 21;

THENCE NORTH 00°16'06" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21 A DISTANCE OF 2,649.86 FEET TO THE NORTH 1/4 CORNER OF SECTION 21;

THENCE NORTH 89°38'36" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 A DISTANCE OF 1,250.37 FEET TO THE WESTERLY LINE OF SAID 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID DITCH THE FOLLOWING ELEVEN (11) COURSES:

- 1.) SOUTH 00°49'26" WEST A DISTANCE OF 411.56 FEET;
- 2.) SOUTH 00°42'57" WEST A DISTANCE OF 225.38 FEET;
- 3.) SOUTH 01°25'12" EAST A DISTANCE OF 155.38 FEET TO A POINT OF CURVE;
- 4.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 97°55'18", A RADIUS OF 47.00 FEET AND AN ARC LENGTH OF 80.33 FEET;
- 5.) NORTH 80°39'30" EAST A DISTANCE OF 123.80 FEET;
- 6.) NORTH 73°56'17" EAST A DISTANCE OF 64.14 FEET;
- 7.) NORTH 74°41'14" EAST A DISTANCE OF 127.29 FEET;
- 8.) NORTH 77°11'24" EAST A DISTANCE OF 214.63 FEET;
- 9.) NORTH 79°40'39" EAST A DISTANCE OF 294.87 FEET TO A POINT OF CURVE;
- 10.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°50'33", A RADIUS OF 575.00 FEET AND AN ARC LENGTH OF 329.60 FEET;
- 11.) SOUTH 67°28'48" EAST A DISTANCE OF 260.91 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21;

THENCE SOUTH 00°29'40" EAST ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 21 A DISTANCE OF 471.43 FEET TO THE NORTHERLY LINE OF A PARCEL CONVEYED TO LEFT HAND WATER DISTRICT AS DESCRIBED AT RECEPTION NO. 3833970;

THENCE SOUTH 89°30'19" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 530.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 00°29'41" EAST ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 680.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 89°30'19" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 530.00 FEET TO SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 21;

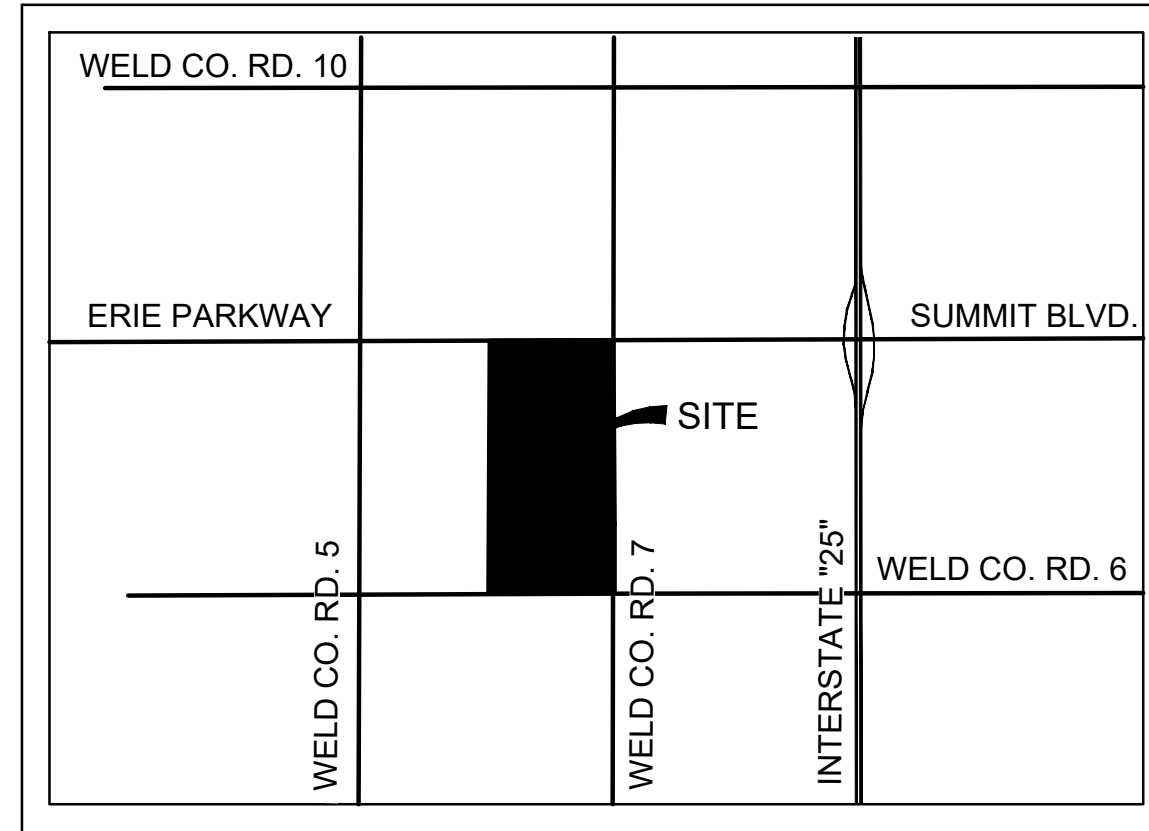
THENCE SOUTH 00°29'40" EAST ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 21 A DISTANCE OF 90.15 FEET TO SAID NORTHERLY LINE OF THE 50 FOOT WIDE DITCH PARCEL AS DESCRIBED IN BOOK 63 AT PAGE 464;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THIRTY TWO (32) COURSES:

- 1.) SOUTH 51°26'38" WEST A DISTANCE OF 109.05 FEET TO A POINT OF CURVE;
- 2.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 31°10'54", A RADIUS OF 375.00 FEET AND AN ARC LENGTH OF 204.08 FEET;
- 3.) SOUTH 82°37'33" WEST A DISTANCE OF 226.27 FEET TO A POINT OF CURVE;
- 4.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°34'39", A RADIUS OF 525.00 FEET AND AN ARC LENGTH OF 124.41 FEET;
- 5.) NORTH 83°47'48" WEST A DISTANCE OF 212.21 FEET TO A POINT OF CURVE;
- 6.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°51'49", A RADIUS OF 565.00 FEET AND AN ARC LENGTH OF 205.74 FEET;
- 7.) SOUTH 75°20'23" WEST A DISTANCE OF 6.27 FEET TO A POINT OF CURVE;
- 8.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°53'26", A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 89.89 FEET;
- 9.) SOUTH 52°26'57" WEST A DISTANCE OF 22.72 FEET TO A POINT OF CURVE;
- 10.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 46°45'36", A RADIUS OF 165.00 FEET AND AN ARC LENGTH OF 134.66 FEET;
- 11.) SOUTH 05°41'21" WEST A DISTANCE OF 106.91 FEET;
- 12.) SOUTH 01°41'27" WEST A DISTANCE OF 92.68 FEET;
- 13.) SOUTH 01°00'54" WEST A DISTANCE OF 269.23 FEET TO A POINT OF CURVE;
- 14.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 09°38'04", A RADIUS OF 1,075.00 FEET AND AN ARC LENGTH OF 180.76 FEET;
- 15.) SOUTH 10°38'58" WEST A DISTANCE OF 50.93 FEET TO A POINT OF CURVE;
- 16.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°50'26", A RADIUS OF 1,225.00 FEET AND AN ARC LENGTH OF 124.87 FEET;
- 17.) SOUTH 16°29'24" WEST A DISTANCE OF 29.52 FEET TO A POINT OF CURVE;
- 18.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 45°35'42", A RADIUS OF 235.00 FEET AND AN ARC LENGTH OF 187.01 FEET;
- 19.) SOUTH 62°05'05" WEST A DISTANCE OF 52.47 FEET;
- 20.) SOUTH 57°50'12" WEST A DISTANCE OF 48.87 FEET TO A POINT OF CURVE;
- 21.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24°38'29", A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 64.51 FEET;
- 22.) SOUTH 33°11'43" WEST A DISTANCE OF 111.15 FEET TO A POINT OF CURVE;
- 23.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°47'55", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 128.45 FEET;
- 24.) SOUTH 69°59'39" WEST A DISTANCE OF 171.86 FEET TO A POINT OF CURVE;
- 25.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°52'09", A RADIUS OF 925.00 FEET AND AN ARC LENGTH OF 207.76 FEET;
- 26.) SOUTH 57°07'30" WEST A DISTANCE OF 139.10 FEET TO A POINT OF CURVE;
- 27.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°33'51", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 75.27 FEET;
- 28.) SOUTH 78°41'20" WEST A DISTANCE OF 119.10 FEET TO A POINT OF CURVE;
- 29.) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°20'04", A RADIUS OF 145.00 FEET AND AN ARC LENGTH OF 84.36 FEET;
- 30.) NORTH 67°58'36" WEST A DISTANCE OF 47.24 FEET TO A POINT OF CURVE;
- 31.) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°56'55", A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 172.54 FEET;
- 32.) SOUTH 76°04'29" WEST A DISTANCE OF 23.27 FEET TO **THE POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PARCEL OF LAND DEDICATED TO WELD COUNTY AS A PUBLIC HIGHWAY IN THAT DEED OF DEDICATION RECORDED JULY 22, 1996 AT RECEPTION NO. 2502152.

SUBJECT TO THE RIGHTS-OF-WAY FOR COUNTY ROAD NUMBERS 7 AND 8 AS DESCRIBED IN BOOK 86 AT PAGE 273, COUNTY OF WELD, STATE OF COLORADO.



VICINITY MAP  
N.T.S.

## TITLE COMMITMENT:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT NO. 18000310614 - AMENDMENT NO. 2 PREPARED BY STEWART TITLE GUARANTY COMPANY COMMERCIAL SERVICES WITH AN EFFECTIVE DATE OF SEPTEMBER 7, 2018 AT 5:30 P.M. ALL SCHEDULE B EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON HEREON.

9. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A RIGHT-OF-WAY ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS AS RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE NUMBER 273. (SURVEYOR'S NOTE: AT THE TIME OF RECORDATION, THE BOARD OF THE COUNTY COMMISSIONERS DEDICATED A 60 FEET WIDE, BEING 30 FEET ON EACH SIDE OF ALL SECTION AND TOWNSHIP LINES IN WELD COUNTY. THESE EASEMENTS AS RECORDED ARE SHOWN AND IDENTIFIED GRAPHICALLY HEREON.)
10. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF (L) OIL, COAL AND OTHER MINERALS UNDERLYING THE LAND, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 11, 1911 IN BOOK 320 AT PAGE 61, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN (SECTION 21) ALONG WITH THE "EXCEPTION AND EXCLUSION OF A STRIP OF LAND CONTAINING SEVEN (7) AND 10/100 ARES HERETOFORE CONVEYED BY THE UNION PACIFIC RAILROAD COMPANY TO THE COMMUNITY DITCH AND RESERVOIR COMPANY, FOR RIGHT-OF-WAY, BY DEED NO. 40 DATED SEPTEMBER 20, 1886. NOTE "THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED." (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
11. AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY THE INSTRUMENT RECORDED MAY 7, 1930 IN BOOK 894 AT PAGE 390. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY BEING THE WEST ONE-HALF OF THE EAST ONE-HALF OF SECTION 21. THE SAID TELEPHONE AND TELEGRAPH LINE SHALL BE CONSTRUCTED ALONG THE NORTH-SOUTH ONE-QUARTER SECTION LINE THROUGH THE EAST ONE-HALF OF SAID SECTION 21).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AGREEMENT BY AND BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND JOHN J. KIRBY AND JOSEPH M. KIRBY RECORDED SEPTEMBER 27, 1940 IN BOOK 1068 AT PAGE 421. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PARCEL).
13. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF AN OIL AND GAS LEASE, EXECUTED BY HS RESOURCES INC, AS LESSEE(S), RECORDED DECEMBER 7, 2000, REFERRING TO OIL AND GAS LEASE EXECUTED BY AMOCO PRODUCTION COMPANY IN BOOK 681 AT RECEPTION NO. 1602713, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LYING IN THE EAST HALF OF SECTION 21. ADDITIONAL DOCUMENTS IN ITEM 13A REFER TO AGREEMENTS, PROVISIONS, CONDITIONS, AND OBLIGATIONS OF AN OIL AND GAS EASEMENT DESCRIBED IN RECEPTION NUMBERS, 02303881 AND 02209765 TO INCLUDE THOSE AREAS OF THE, EAST ONE-HALF OF SECTION 21 AND THE COMMUNITY DITCH PARCELS (CONTAINING 7.10 ACRES) LOCATED IN THE EAST ONE-HALF OF SECTION 21 RESPECTIVELY).
14. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A RIGHT-OF-WAY AGREEMENT AS RECORDED DECEMBER 1, 1986 AT RECEPTION NO. 02078820. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY IN EAST ONE-HALF OF SECTION 21 AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
15. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A RIGHT-OF-WAY AGREEMENT AS RECORDED DECEMBER 1, 1986 AT RECEPTION NO. 02078821. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY IN EAST ONE-HALF OF SECTION 21 AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A SURFACE OWNER'S AGREEMENT AS RECORDED SEPTEMBER 27, 1989 AT RECEPTION NO. 02193034. SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PARCEL).
17. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF AN AGREEMENT CONCERNING IMPROVEMENTS TO WELD COUNTY ROAD #7, AS RECORDED SEPTEMBER 29, 1995 AT RECEPTION NO. 2471037 (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DESCRIBES A PARCEL OF LAND THAT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).
18. ITEM A: TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF AN AGREEMENT CONCERNING A RULE AND ORDER AND RELEASE OF LIS PENDENS BETWEEN LEFT HAND WATER DISTRICT AND SWINK FAMILY FARMS, ET AL. ITEM B: TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN SWINK FAMILY FARMS ET AL., AND LEFT-HAND WATER DISTRICT. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A MEMORANDUM OF AGREEMENT BETWEEN ENCANIA OIL AND GAS, INC., AND SWINK FAMILY FARMS LLLP. (SURVEYOR'S NOTE: THE MEMORANDUM REFERENCED HEREIN DESCRIBES AN AREA OF 20.015 ACRES OF LAND AT THE SOUTHWEST CORNER OF WELD COUNTY ROADS, 8 AND 7, IS BLANKET IN NATURE, ENCUMBERS THE SUBJECT PROPERTY, AND IS NOT GRAPHICALLY SHOWN).
20. THE SECOND AMENDMENT TO AN EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR OIL AND GAS LINES AND INCIDENTAL PURPOSES GRANTED TO CRESTONE PEAK RESOURCES HOLDINGS, LLC, RECORDED ON AUGUST 13, 2018, AT RECEPTION NO. 4422890. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
21. AN APPARENT EASEMENT FOR SHUT-IN OIL AND GAS WELLS, GRAVEL ACCESS ROAD, AND GAS LINE AS DISCLOSED BY ALTA/NSPS LAND TITLE SURVEY RECORDED DATED JUNE 30, 2017, AND LAST REVISED DECEMBER 19, 2017 AT RECEPTION NO. 4346911. (SURVEYOR'S NOTE: THE ALTA/NSPS SURVEY CITED IN THIS DOCUMENT REFERS TO LOCATIONS OF OIL AND GAS WELLS, LINES, AND ACCESS ROADS SURVEYED BY OTHERS AT THE TIME OF RECORDATION AND ARE SHOWN THEREON).
23. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF A RIGHT-OF-WAY GRANT BETWEEN ENCANIA OIL AND GAS (USA) IN., AND KERR-MCGEE GATHERING LLC, AS RECORDED APRIL 30, 2015 AT RECEPTION NO. 4103128. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS THAT PORTION OF EAST ONE-HALF OF SECTION 21 AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
24. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF RELINQUISHMENT BY AND AMONG, KERR-MCGEE OIL AND GAS ONSHORE LP, KERR-MCGEE GATHERING LLC, ANADARKO LAND CORP., AND ANADARKO E&P ONSHORE LLC., AND ERIE LAND COMPANY LLC., AS RECORDED JULY 3, 2018 AT RECEPTION NO. 4428217. MORE SPECIFICALLY: (1) THE LANDS AS SHOWN AND DESCRIBED ON 'EXHIBIT A' OF RECEPTION NO. 4428217 (2) DEED DATED JULY 18, 1911 AT BOOK 320 AT PAGE 61 (3) QUIT CLAIM DEED DATED SEPTEMBER 28, 1995 AT RECEPTION NO. 2661201 (4) SAID "SUBJECT LANDS" AS MAY BE DESCRIBED BY (1)-(3). (SURVEYOR'S NOTE: THE SUBJECT LANDS AS DESCRIBED AND PLOTTED IN 'EXHIBIT A' RECEPTION NO. 442821, EFFECT THE NORTH-SOUTH CENTERLINE OF SAID SECTION 21, AND THOSE LANDS WEST OF SAID LINE. THE SUBJECT PARCEL OF THIS SURVEY IS EFFECTED BY INSTRUMENT (2) AS DESCRIBED IN ITEM 10 OF THIS SURVEY, AND ITEM (3), WHICH ENCOMPASSES AND ENCUMBERS ALL OF SAID SECTION 21.)

## SHEET INDEX

SHEET 1	-	TITLE SHEET
SHEET 2	-	BOUNDARY AND TOPOGRAPHIC SHEET

## GENERAL NOTES:

1. THE BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED ON THE WEST END BY A FOUND REBAR WITH 2 INCH ALUMINUM CAP ILLEGIBLY STAMPED ENCASED IN A STANDARD MONUMENT WELL AND ON THE EAST END BY A FOUND REBAR WITH 2 INCH ALUMINUM CAP PARTIALLY ILLEGIBLY STAMPED WITH REMAINS OF SYMBOLOGY FOR THE NORTHEAST CORNER OF SECTION 21 AND "1994" ENCASED IN A STANDARD MONUMENT WELL ASSUMED TO BEAR SOUTH 89°38'36" WEST, A DISTANCE OF 2663.38 FEET.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. AT THE TIME OF THE SURVEY THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK OR SIGNS OF CONSTRUCTION ACTIVITY.
4. PROPERTY ADDRESS PER PUBLIC RECORD: NOT ASSIGNED VACANT PROPERTY. TAX SCHEDULE NUMBER OF PROPERTY AFFECTED AT THE TIME OF SURVEY: 146721100037.
5. THE PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08123C2070E, EFFECTIVE JANUARY 20, 2016.
5. THE 50-FOOT-WIDE STRIP ENCOMPASSING THE PHYSICAL COMMUNITY DITCH WAS DESCRIBED IN BOOK 63 PAGE 464 AS A CONTINUOUS DITCH MEANDERING THROUGH SECTION 21 WITH NO SPECIFIC LOCATION PROVIDED. IT IS APPARENT THAT AN UNRECORDED SURVEY OF THE WEST ONE-HALF OF SECTION 21 PERFORMED BY CVL CONSULTANTS (PLS 35593) AND LATER RETRACED ON MAP REFERENCE 4 SURVEYED THE APPROXIMATE PHYSICAL CENTERLINE OF THE DITCH AND DOCUMENTED THE 50-FOOT-WIDE STRIP SURVEY BY CITING SPECIFIC BEARINGS AND DISTANCES AND SETTING SURVEY MONUMENTS IN THE FIELD. SUBSEQUENT TO THE UNRECORDED SURVEY AND APPARENTLY WITHOUT KNOWLEDGE OF THE PRIOR SURVEY'S EXISTENCE, THE AUTHORS OF MAP REFERENCE 3 AND LATER 5 PERFORMED A SIMILAR MONUMENTED PROCEDURE IN THE EAST ONE-HALF OF SECTION 21. THIS INTERPRETATION OF THE DITCH IN THE EAST ONE-HALF OF SECTION 21 DIFFERS FROM THE ONE PERFORMED IN THE WEST ONE-HALF OF SECTION 21 BY APPROXIMATELY 6 FEET PRODUCING A 5.89 FOOT JOG AT THE NORTH-SOUTH CENTER SECTION LINE. THE SURVEY PERFORMED HEREON, DOCUMENTS AND ACCEPTS THIS JOG AT THE NORTH-SOUTH CENTERLINE OF SECTION 21.
6. THE SUBJECT PROPERTY DESCRIPTION YIELDS A CALCULATED AREA OF 6,600,623 SQUARE FEET (151.52945 ACRES) MORE OR LESS.

## SURVEYOR'S CERTIFICATION:

TO ERIE LAND COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY AND COMMONWEALTH LAND TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 13, AND 17 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED IN SEPTEMBER 2018.



ROBERT L. MEADOWS JR., PLS 34977

FOR AND ON BEHALF OF  
MATRIX DESIGN GROUP, INC.  
2435 RESEARCH PARKWAY  
COLORADO SPRINGS, CO. 80920

## ALTA / NSPS LAND SURVEY DEPOSITING CERTIFICATE:

DEPOSITED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017 A.D. AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN BOOK \_\_\_\_

OF THE COUNTY SURVEY'S LAND SURVEY PLATS/RIGHT OF WAY SURVEYS AT PAGE \_\_\_\_\_, RECORDS

OF WELD COUNTY, COLORADO.

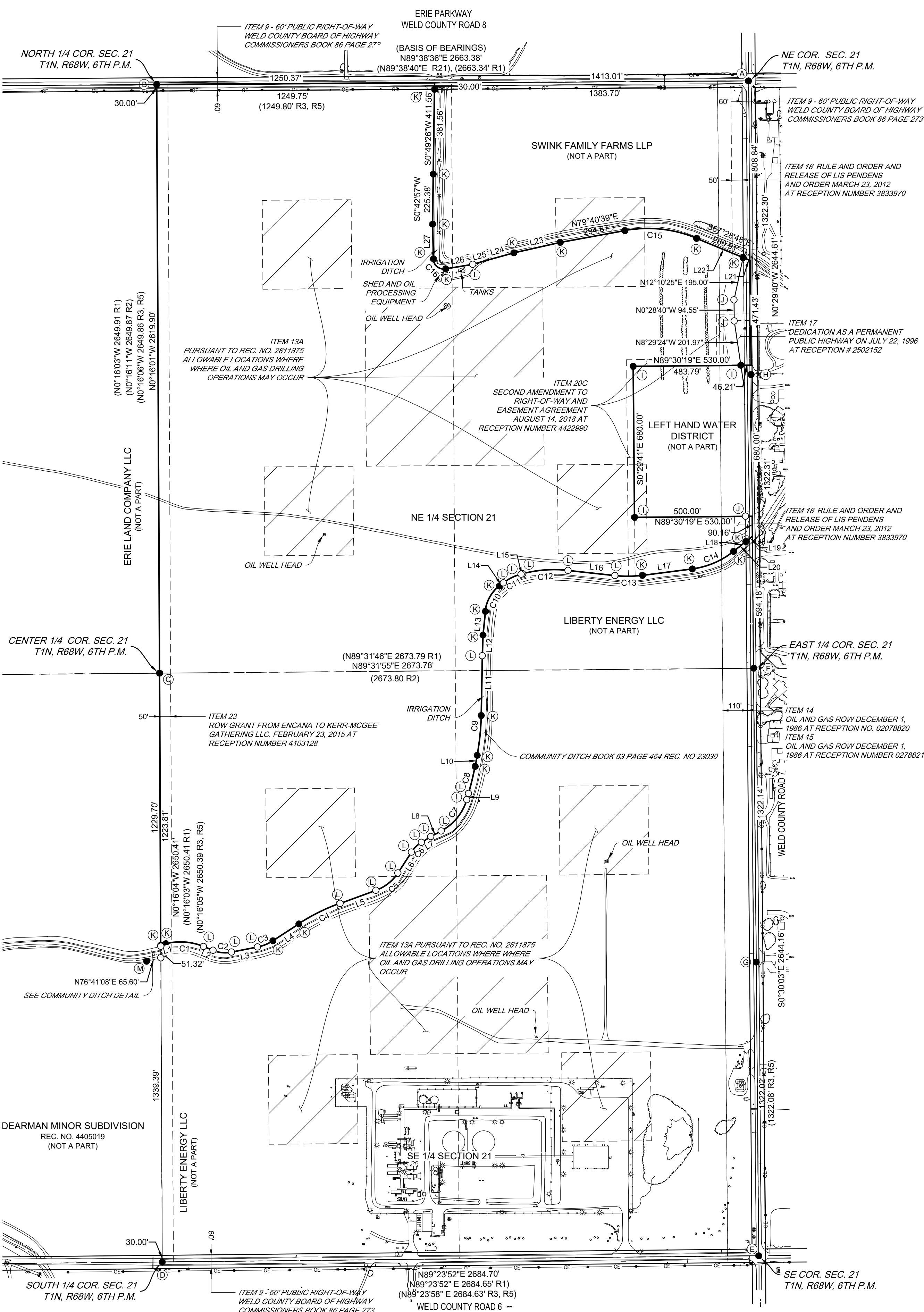
RECEPTION NUMBER: \_\_\_\_\_

PREPARED BY: <b>Matrix</b> DESIGN GROUP AN EMPLOYEE-OWNED COMPANY	ALTA/NSPS LAND TITLE SURVEY LOCATED IN THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
DRAWN BY: - CHECKED BY: RLM	DATE ISSUED: OCT. 1, 2018 SCALE: 1" = NA SHEET 1 OF 2 SHEETS



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

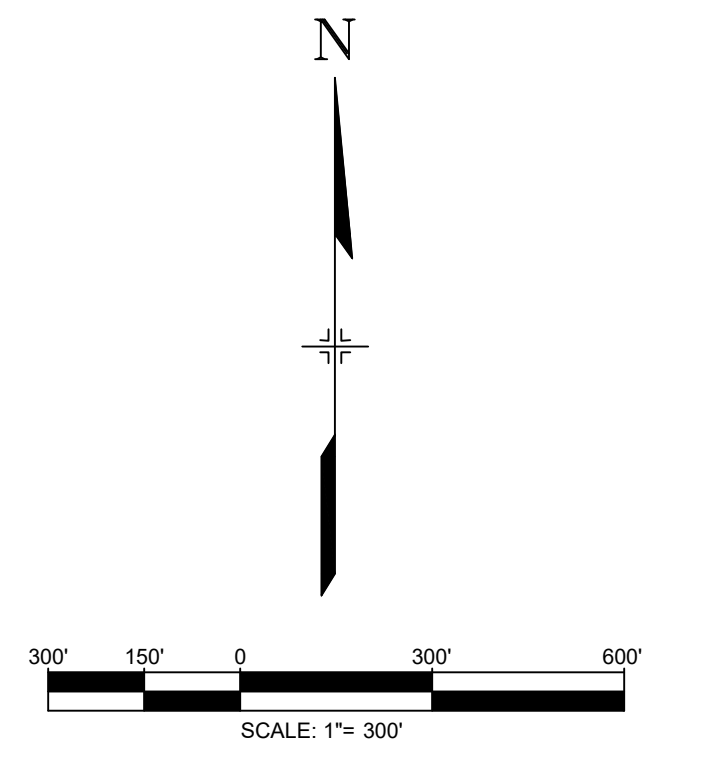


### MAP REFERENCE LEGEND

- THE FOLLOWING RECORDED DOCUMENTS WERE CONSIDERED IN DEVELOPING THE BOUNDARY DEPICTED ON THIS MAP:
- R1 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON AUGUST 3, 2006 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 3408839.
  - R2 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON JANUARY 29, 2009 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 3602215.
  - R3 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON MAY 5, 2014 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4015551.
  - R4 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON SEPTEMBER 3, 2014 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4043099.
  - R5 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON OCTOBER 25, 2017 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4346911.
  - R6 THE FINAL PLAT OF DEARMAN MINOR SUBDIVISION RECORDED JUNE 6, 2018 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4405019.

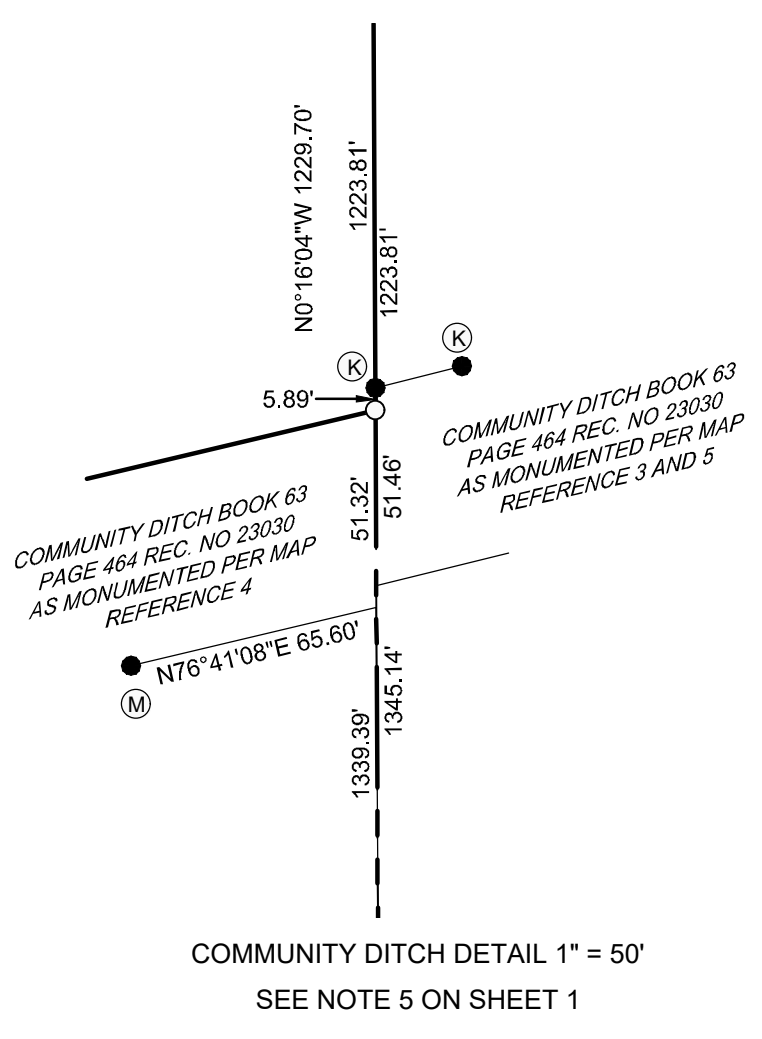
### MONUMENTATION LEGEND

- A - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP PARTIALLY ILLEGIBLY STAMPED WITH REMAINS OF SYMBOLOGY FOR THE NORTHEAST CORNER OF SECTION 21 AND "1994" ENCASED IN A STANDARD MONUMENT WELL ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCES R1, R2, R3 AND R5.
- B - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP ILLEGIBLY STAMPED ENCASED IN A STANDARD MONUMENT WELL ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCES R1, R2, R3, R4, R5 AND R6.
- C - INDICATES A FOUND 6/8 INCH REBAR WITH 2-1/2 INCH ALUMINUM CAP STAMPED "2006 - C 1/4 - S21 - T1N R68 W - PLS 28286" PER MAP REFERENCES R1, R2, R3, R4, R5 AND R6.
- D - INDICATES A FOUND REBAR WITH 2-1/2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTH ONE-QUARTER CORNER OF SECTION 21 AND "2017 PLS 38512" ENCASED IN A STANDARD MONUMENT WELL MAP REFERENCE R6.
- E - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTHEAST CORNER OF SECTION 21 AND "ALPHA ENGR LS25937 - 1995" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1, R3 AND R5.
- F - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE EAST ONE-QUARTER CORNER OF SECTION 21 AND "LS 25937 - 1995" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCE R1, R3 AND R5.
- G - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTH ONE-SIXTEENTH CORNER OF SECTION 21 AND "ALPHA ENGR LS 25937 - 1995" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCE R1, R3 AND R5.
- H - INDICATES A FOUND REBAR WITH 2-1/2 INCH ALUMINUM CAP PARTIALLY ILLEGIBLY STAMPED "LS 24305 - 1999" ENCASED IN A STANDARD MONUMENT WELL ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R3 AND R5.
- I - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/2 INCH RED PLASTIC CAP STAMPED "PLS 38257" PER MAP REFERENCES R3 AND R5.
- J - INDICATES A FOUND 5/8 INCH REBAR VISIBLY DISTURBED ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCES R3 AND R5 REPLACED WITH A 5/8 INCH REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977".
- K - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH ORANGE PLASTIC CAP STAMPED "BASELINE CORP PLS 38285" PER MAP REFERENCE R5.
- L - INDICATES A FOUND 5/8 INCH REBAR VISIBLY DISTURBED ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R5 REPLACED WITH A 5/8 INCH REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977".
- M - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH RED PLASTIC CAP STAMPED "CVL LS 35596" PER MAP REFERENCE R4.



- INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND
- INDICATES A SET NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977"

—X—	FENCE	⊠	RAILROAD LIGHT
●	POLE	⊞	RAILROAD SWITCH
⊙	POST	⊕	POLE ANCHOR
—	SIGN	⊖	MANHOLE
—+—	2-POST SIGN	⊗	ELECTRIC BOX
⊙	TREE	⊘	POWER POLE
○	WALL	⊙	TRAFFIC LIGHT
◇	CONCRETE GUARD RAIL	⊙	★
▬	GUARD RAIL	⊙	CONCRETE LIGHT POLE
		⊙	STORM INLET
		⊙	WATER VALVE



CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	35°56'55"	275.00'	172.54'	N85°57'03"W	169.72'
C2	33°20'04"	145.00'	84.36'	S84°38'38"E	83.18'
C3	21°33'50"	200.00'	75.27'	N67°54'25"E	74.83'
C4	12°52'09"	925.00'	207.76'	S83°33'34"W	207.33'
C5	36°47'56"	200.00'	128.45'	N51°35'41"E	126.26'
C6	24°00'42"	150.00'	62.86'	S45°12'04"W	62.40'
C7	45°35'41"	235.00'	187.01'	N39°17'14"E	182.11'
C8	5°50'26"	1225.00'	124.87'	N13°34'11"E	124.82'
C9	9°38'04"	1075.00'	180.76'	N05°49'56"E	180.55'
C10	46°45'36"	165.00'	134.66'	S29°04'09"W	130.95'
C11	22°53'25"	225.00'	89.89'	S63°53'40"W	89.29'
C12	20°51'49"	565.00'	205.74'	S85°48'18"W	204.60'
C13	13°34'39"	525.00'	124.41'	N89°24'52"E	124.12'
C14	31°10'55"	375.00'	204.09'	N67°02'05"E	201.58'
C15	32°50'33"	575.00'	329.60'	N83°54'04"W	325.10'
C16	97°55'18"	47.00'	80.33'	S50°22'51"E	70.90'

LINE	BEARING	LENGTH
L1	S78°04'29"W	23.35'
L2	N67°58'36"W	47.24'
L3	S78°41'20"W	119.10'
L4	S57°07'30"W	130.10'
L5	S69°59'39"W	171.86'
L6	S33°11'43"W	111.17'
L7	S57°50'12"W	50.50'
L8	N62°05'05"E	52.47'
L9	N16°29'24"E	29.52'
L10	S10°38'58"W	50.93'
L11	S01°00'54"W	269.23'
L12	S01°41'27"W	92.68'
L13	N05°41'21"E	106.91'
L14	N52°26'57"E	22.72'

LINE	BEARING	LENGTH
L15	N75°20'23"E	6.27'
L16	S83°47'48"E	212.21'
L17	N82°37'33"E	226.26'
L18	N51°26'38"E	109.04'
L19	N51°26'38"E	38.15'
L20	N51°26'38"E	70.89'
L21	S67°28'48"E	35.89'
L22	S67°28'48"E	225.02'
L23	N77°11'24"E	214.63'
L24	N74°41'14"E	127.29'
L25	N73°56'11"E	64.14'
L26	N80°39'30"E	123.80'
L27	S01°25'12"E	155.38'

R18.984.001 (D:\erian\Survey\Digital\TAS\SWNK ALTA\SWNK ALTA.dwg)

PREPARED BY:  
  
 AN EMPLOYEE-OWNED COMPANY

**ALTA/NSPS LAND TITLE SURVEY**

LOCATED IN THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

DRAWN BY: -	SCALE: 1" = 300'	DATE ISSUED: OCT 1, 2018
CHECKED BY: RLM		SHEET 2 OF 2 SHEETS