

**TOWN OF ERIE**

Community Development Department – Planning Division  
 645 Holbrook Street – PO Box 750 – Erie, CO 80516  
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: [www.erieco.gov](http://www.erieco.gov)

**LAND USE APPLICATION**

Please fill in this form completely. Incomplete applications will not be processed.

**STAFF USE ONLY**

FILE NAME: \_\_\_\_\_

FILE NO: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

FEES PAID: \_\_\_\_\_

PROJECT/BUSINESS NAME: Dearmin Property

PROJECT ADDRESS: TBD - generally east of County Road 5 and south of Erie Parkway

PROJECT DESCRIPTION: The Dearmin property is proposed to be a high quality Mixed Use addition to the Town of Erie, the proposal includes an area of Neighborhood Mixed Use, a variety of residential land uses, a significant amount of Open Space and Parks for the benefit of the Community and the Town of Erie.

**LEGAL DESCRIPTION** (attach legal description if Metes & Bounds)

Subdivision Name: \_\_\_\_\_

Filing #: \_\_\_\_\_ Lot #: \_\_\_\_\_ Block #: \_\_\_\_\_ Section: 36 Township: 1 North Range: 69 West

**OWNER** (attach separate sheets if multiple)

Name/Company: Erie Land Company, LLC

Contact Person: Heidi Majerik

Address: 1601 Blake Street, Suite 200

City/State/Zip: Denver, CO - 80202

Phone: 303-888-3866

Fax: \_\_\_\_\_

E-mail: heidi.majerik@southernland.com

**AUTHORIZED REPRESENTATIVE**

Company/Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**MINERAL RIGHTS OWNER** (attach separate sheets if multiple)

Name/Company: Anadarko Petroleum Corp.

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO - 80202

**MINERAL LEASE HOLDER** (attach separate sheets if multiple)

Name/Company: Anadarko Petroleum Corp.

Address: 1099 18th Street, Suite 1800

City/State/Zip: Denver, CO - 80202

**LAND-USE & SUMMARY INFORMATION**

Present Zoning: NMU - LR - AG/OS

Proposed Zoning: PUD

Gross Acreage: 266.6 acres

Gross Site Density (du/ac): approximately 3.5 du/ac

# Lots/Units Proposed: 943

Gross Floor Area: \_\_\_\_\_

**SERVICE PROVIDERS**

Electric: Public Service

Metro District: N/A at this time

Water (if other than Town): \_\_\_\_\_

Gas: Public Service

Fire District: Mountain View Fire District

Sewer (if other than Town): \_\_\_\_\_

**PAGE TWO MUST BE SIGNED AND NOTARIZED**

DEVELOPMENT REVIEW FEES			
<b>ANNEXATION</b>		<b>SUBDIVISION</b>	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input checked="" type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
<b>COMPREHENSIVE PLAN AMENDMENT</b>		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
<b>ZONING/REZONING</b>		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	<b>SITE PLAN</b>	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
<b>SPECIAL REVIEW USE</b>		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	<b>VARIANCE</b>	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	<b>SERVICE PLAN</b>	
			\$ 10,000.00
All fees <b>include</b> both Town of Erie Planning & Engineering review. These fees <b>do not include</b> referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: Heidi Majerik Date: 10/3/18  
 Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF COLORADO )  
 County of DENVER ) ss.

The foregoing instrument was acknowledged before me this 3 day of October, 2018, by HEIDI MAJERIK.

My commission expires: 6-21-2022  
 Witness my hand and official seal.

Nancy Relihan  
 Notary Public

NANCY RELIHAN  
 Notary Public  
 State of Colorado  
 Notary ID # 20184026021  
 My Commission Expires 06-21-2022

Erie Land Company, LLC  
1601 Blake Street  
Suite 200  
Denver, CO 80202  
Phone: 303-888-38663150

February, 2019

Town of Erie  
Community Development Department  
645 Holbrook Street  
Erie, CO 80516

RE: Sketch Plan, Westerly / Dearmin Tract

To Whom It May Concern:

Erie Land Company, LLC ("Applicant") is pleased to submit the enclosed Sketch Plan application for the property located at the southeast corner of Erie Parkway and Weld County Road 5. This project consists of a parcel with an area of approximately 266 acres that is located in the Town of Erie and is currently zoned NMU, LR and AG/OS.

The design of the Sketch Plan emphasizes a walkable village at the northeast corner with a direct connection through the open space to the Neighborhood Park at the promontory along the east property line. The vehicular circulation provides direct access through the community while leading to or terminating at the Neighborhood Park. Every resident is within a 5-minute walk to the Neighborhood Park, a Pocket Park and various connections to the pedestrian trail network.

The proposed plan depicts 925 homes on the approximately 266.6 acres, equating to a density of approximately 3.5 dwelling units per acre. In addition, the Sketch Plan depicts approximately 35,000 square feet of non-residential floor area in the Mixed-Use area.

<u>Residential Type</u>	<u>Units</u>
LW – Live Work	18
G2 – Alley Load TH	134
G1 – Alley Load Duplex	92
F – Alley Load TH	74
D1/D2 – Alley Load SF	157
C – Front Load SF1	215
A – Front Load SF2	202
P – Front Load SF3	33
Total	925

The provision for a Community Park is not required due to the area of the parcel not meeting the minimum acreage requirements. The requirements for Town Neighborhood Park and Town Open Space will be met and dedicated to the Town and maintained by the Town. The requirements for Pocket Parks and the remaining open space will be maintained by the HOA or Metro District. The project proposes two community amenity areas that will be maintained by the HOA or Metro District.

St. Vrain Valley School District provides service to this parcel. The District has identified this general area for a future school with the requirement of 25 acres, this is being provided on the adjacent Swink property directly adjacent to the approximately 10-acre Neighborhood Park.

The project is likely to be constructed in multiple phases. The first phases will be centered around the northernmost proposed community amenity and subsequent phases will be built to the south of that area.

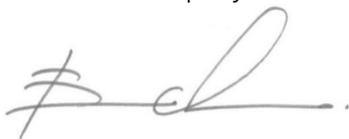
The property will be served by Town water and Sewer, and all services are in close proximity to the project. As part of the Annexation, adequacy of all necessary services have been confirmed including fire protection, water/sewer service, and utility providers.

A surface agreement has been executed with Anadarko and has been included with this Sketch Plan submittal.

Thank you for your consideration of the project and we look forward to reviewing the plans with the Town of Erie.

Sincerely,

Erie Land Company, LLC

A handwritten signature in black ink, appearing to read 'H. Majerik', with a horizontal line extending to the right.

Heidi Majerik  
Vice President and General Manager



## Department of Community Development

Planning and Building

### The Town of Erie

645 Holbrook St.  
P.O. Box 750  
Erie, CO 80516  
(303) 926-2775  
FAX (303) 926-2706

Memo

To: Heidi Majerik, Erie Land Company LLC  
From: Hannah Hippely  
Date: December 13, 2018  
Re: SK-001023-2018 – Dearmin Sketch Plan Application

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#### Comments:

The Sketch Plan application process allows staff, Planning Commission and the Board of Trustees the opportunity to make comments regarding an application early in the development that the applicant should then address with the Preliminary Plat application. The Dearmin Sketch Plan application was reviewed at the December 6, 2018 Development Review Team meeting. Below are the Community Development Department comments, additional comments from Engineering and the Open Space and Trails Advisory Board (OSTAB) and Parks and Recreation Department are being forwarded to you as well. Some of the information below is related to the next steps of the zoning and subdivision processes.

#### Community Development Department comments:

##### 1. GENERAL COMMENTS

- a. The sketch plan map identifies commercial area tracts at the access point to Erie Parkway. The narrative states “there will be approximately 35,000 square feet of non-residential floor area in the Mixed-Use area. Since the zoning boundaries cannot be seen on the provided map, it is unclear how the commercial tracts fit with the underlying Neighborhood Mixed Use Zoning (NMU). NMU centers are commercial center intended to serve the convenience needs of the surrounding neighborhood. The application does not include and information about the proposed uses or development approach within this area.

The current NMU Zoning boundaries have been added to the Sketch Plan. The areas being designated for the approximately 35,000 square feet of non-residential are anticipated to include NBHD service types of uses such as Medical, Dental, Daycare, Restaurants, etc. The final uses will be proposed with future site plans, and may include other uses allowed by zoning.

- b. The sketch plans shows alley loaded and street loaded residential development, a central greenway bounded by the commercial development at the south end and the neighborhood park on the south. This greenway is internal to the development as connectivity from the greenway to the corner of Erie Parkway and County Road 5 is not provided.

The revised Sketch Plan submittal now includes trail locations. The pedestrian circulation system includes both off street trails through the greenway, as well as detached sidewalks that provide a robust pedestrian circulation system for the community. The Village Center at the

north end of the greenway provides a destination and resting point in the community, without preventing pedestrian circulation.

- c. The design reflects the unique topography of the site and the views to the west that the elevation and hilliness of the site provide.

The design was certainly guided by the natural landform and views.

- d. A modified street grid network is proposed, including three access points to County Road 5, two access points to Erie Parkway, and 5 access points to the Swink property to the east.

Street connectivity is a foundational principle to Traditional Neighborhood design, and allows for a distribution of traffic to keep traffic volumes lower, we appreciate your recognition of this design principle.

- e. The plan depicts lots facing onto and accessing off of what are likely to be collector level streets. Since this is not allowed significant redesign of the layout will be necessary.

The design has been modified to minimize these conflicts, as part of a Traditional Neighborhood design it is important that to the greatest extent possible the fronts of homes face to these important roadways. As a result, we are proposing two design solutions, one is to utilize rear loaded homes so there will not be driveway conflicts where traffic volumes are greater than 1,000 trips per day. The second design solution being proposed is to include a planted median, the median will prohibit the ability to access a home from one side of the street which will minimize conflicts.

- f. The south edge of the development is the proposed open space and neighborhood park and residential development abuts this.
  - i. Please add the current zoning boundaries to the sketch plan map.  
This information has been added as requested.
  - ii. A neighborhood park is to be bordered on two sides by public streets, the sketch plan shows a row of houses on the west side of the park between the park and the street which should be removed.  
We are currently evaluating satisfying this requirement on the adjacent Swink property.
- g. Please show the required oil and gas setbacks on the sketch plan.

This information has been added as requested.

- h. Please show the width dimensions of the Open Space as the minimum allowable width is 300 feet. The southernmost lots back to this narrower section of open space and these lots will be exposed to the existing and future oil and gas operations across the ditch. This comment was provided in the previous sketch plan “additional buffer between any proposed lots and the existing and future industrial activities located south and east of the Community Ditch or a design where lots side to the open space rather than back to it should be considered so that the open space can operate as buffer for the residential development and transition zone to the industrial activities across the ditch”. It appears this current sketch plan moves more lots further south rather than incorporating and reflecting the previous direction.

Dimensions are shown. It is our understanding the existing well is to be plugged and abandoned. Regardless, the UDC requires that new homes be setback from existing wells 350' feet. All homes in this plan are located at least 450' feet from the existing well thus providing additional buffer. Future wells that might be located on the 35 acres south of the FRICO irrigation ditch that the Southern Land Company deeded to Anadarko in return for relinquishment of all surface rights within the community (thus eliminating future drilling pads in the community) will be required to go through the COGCC permit process and will be required to meet all state and local setbacks from existing and future structures and property lines. The state property line setback is 150'. It appears that the closest a new well could be drilled to the proposed homes is 520' thus providing additional buffer.

## 2. ALTA

- a. Any overhead electrical lines near Erie Parkway and County Road 5 will need to be shown as being moved underground in a preliminary plat application.  
*Acknowledged.*
- b. Ten monitoring wells are shown on the survey, a discussion of these wells is not included in the Phase 1 Environmental Site Assessment. Please provide additional information regarding these wells (purpose, ownership, future, etc.) as part of a preliminary plat application.  
*Matrix has investigated the wells through Colorado State and is unable to find the exact ownership and purpose. Our environmental specialists reviewed the wells in the field and they are monitoring wells and will be abandoned through the Department of Natural Resources process when appropriate in the process.*
- c. A preliminary plat application should include a proposal and timeline for the removal of all existing structures and facilities.  
*Acknowledged, at this time we believe that the existing structures will be removed with Phase One of Filing One.*

3. The property is currently zoned NMU, LR and AG-OS. Please show the current zone district boundaries clearly on the sketch plan map. As the project progresses through the future subdivision processes additional adjustment in zoning would be need to be approved by the Board of Trustees.

*Acknowledged.*

## 4. SUBDIVISION STANDARDS

- a. A phasing plan shall be provided with the preliminary plat submittal.
- b. Natural and scenic resource protection is included in the subdivision standards. The ridge along the south edge of the development has been identified by the Town as being a scenic resource, the location of residential development along the southern edge will be evaluated at the time of preliminary plat in regards to how it impacts the resource.
- c. Please review the comments from Engineering and respond to these comments. Revisions meeting Town engineering standards shall be included in a preliminary plat submittal.
- d. A preliminary plat application should show all utility easements.
- e. A more detailed review of the Subdivision Standards would occur at Preliminary Plat when the required development reports are provided.

- f. Sketch Plan review does not include referral to the school district, this would occur at preliminary plat. Staff understands that the District does want a school site in this area and that the school site is not proposed to be located within the subject area.

Acknowledged.

## 5. DEVELOPMENT AND DESIGN STANDARDS

### a. 10.6.2 Natural and Scenic Resource Protection:

- i. A preliminary plat submittal will need to include a Threatened and Endangered Species, Habitat, and Wetlands report, a Cultural, Archaeological, and Historical Resource Report and Protection Plan and a Native Tree and Vegetation Survey and Protection Plan.

Acknowledged.

- ii. A grading plan was not provided; the lots were laid out over the existing topography but appear to generally utilize and follow the existing topography. Thank you for acknowledging that the lots are laid out following the existing topography.

- iii. Significant features on this site include the hilly topography and a ridge which includes the Town's highest natural point. The design of the development incorporates the high point of the site into the neighborhood park.

We understand that this is important to the Town and are excited to work with the Town on the design of the Neighborhood Park in this location.

- iv. There is a 75 foot setback, measured from the centerline of the ditch, which should be shown on the preliminary plat.

Acknowledged.

- v. As required for a community gateway a 30' buffer is shown along Erie Parkway and as required for an Arterial road a 30' buffer is shown along County Road 5. The Preliminary Landscape Plans required as part of the Preliminary Plat submittal should show all how the Community Gateway requirements are being met.

Acknowledged.

### b. 10.6.3 Parks, Open Space, and Trails:

- i. 946 lots are included in the sketch plan, please provide the park dedication requirements in a table on the sketch plan.

This information has been added as requested.

- ii. Two pocket parks are shown on the plan, the southern park location is on the edge of the residential development, it should be relocated so that it is more internal to the neighborhood.

We have added the service radius circles to the sketch plan, while the southern park location is towards the edge of the residential area there is an additional

park area to the north and the community is very well served by park and open space areas.

- iii. Please review the comments from OSTAB and the Parks and Recreation Department and address these comments with revisions to be included in a preliminary plat submittal.

We have provided responses to the OSTAB and Park and Recreation Department comments with this revised submittal.

c. 10.6.4 Landscape, Screening, and Fencing

- i. Preliminary landscape plans prepared in accordance with the Town of Erie Standards and Specifications for Design and Construction of Public Improvements, UDC, and Town of Erie Parks and Trails Master Plan are required to be submitted with a preliminary plat. Please include any plans for neighborhood fencing and an irrigation plan in this plan set.

Acknowledged.

d. 10.6.5 Transportation and Access

- i. A Traffic Impact Study is required at the time of preliminary plat, this study should include the proposed development on the adjacent Swink property. The street designations are unknown without a traffic study and thus redesign will be necessary in response to the additional information.

- ii. Streets and Vehicular Circulation

- 1) All comments from Public Works will need to be addressed and these revisions included in a preliminary plat submittal.

Acknowledged.

- 2) Please clarify the one-way street pairs; the streets on either side of central greenway seem like they should be a one-way pair but they are not labeled as such.

The streets are one-way pairs and we have added a label.

- 3) Pedestrian Facilities –

- 1. Trails and paths proposed on private HOA/Metro District property (tracts) require a grant of public access easement across that tract.

Acknowledged.

- 2. OSTAB provided comments related to pedestrian connectivity, please respond to these comments and provide revisions in the preliminary plat submittal.

We have provided responses with this revised submittal.

e. 10.6.6 Parking requirements/Loading –

- i. Final plans and details of these elements are typically evaluated during a site plan review phase after a lot has been created by recordation of a final plat.

Acknowledged.

f. 10.6.7 and 10.6.8 Design Standards

- i. Housing Diversity

The Town of Erie has a housing diversity requirement that is based on the acres of residentially zoned property to ensure that as the Town grows, a variation in housing choices are available to potential consumers looking for housing in Erie. Below is a listing of what is considered a housing type and what is considered a housing type variation:

Housing Type	Housing Type Variation
Duplex	Front Loaded
	Alley Loaded
Stacked Tri-plex / Quad-plex	Three Dwelling Units per Building
	Four Dwelling Units per Building
Manor Home	Variation in Building Length 30% or More
	Variation in Building Footprint 30% or More
Townhouse (Single-Family Attached)	Front Loaded
	Alley Loaded
Apartment (Multi-family)	Variation in Building Length 30% or More
	Variation in Building Footprint 30% or More
Live-Work Units	Front Loaded
	Alley Loaded
Single Family Detached	Front Loaded
	Alley Loaded
	Lot Size Under 5,000 Square Feet
	Lot Size 5,000 – 9,999 Square Feet
	Lot Size 10,000 – 39,999 Square Feet
	Lot Size 40,000 Square Feet or More

- ii. Approximately 217 acres is zoned LR which would require four housing types or three housing types and one housing type variation or 2 housing types and 2 housing type variations. The narrative indicates that there will be Live Work, Townhouse, Duplexes, and Single Family housing types or four housing types. Single Family will have both front loaded and alley loaded so the proposal also includes a variation.

That is correct, the neighborhood has been planned to include a wide variety of home types.

g. 10.6.14 Oil and Gas:

- i. Copies of all surface use agreements that encumber the property (including those on adjacent properties where setbacks impact the subject property) are required to be submitted at the time of preliminary plat application.

This will be submitted with the preliminary plat.

- ii. Please show all oil and gas setbacks on the sketch plan.  
[This information has been added to the Sketch Plan.](#)

6. Sketch Plan Map:

- a. The vicinity map utilized in subsequent reviews for this development needs to be updated to reflect current conditions and recent platting. Aerial photography is not appropriate for a vicinity map as these images do not reproduce.

[The Vicinity Map has been updated.](#)

## **TOWN DEPARTMENT & REFERRAL AGENCIES LIST**

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**See responses provided by:**

- a. Engineering
- b. OSTAB
- c. Parks and Recreation



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## Internal Memo

To: Hannah Hippely, Planning - Senior Planner

From: Darren Champion, Parks and Open Space Project Coordinator

Date: December 12, 2018

**Subject: Dearmin Sketch Plan – SK-001023-2018**

Cc: Farrell Buller, Assistant to the Town Administrator – Community Services

Mike McGill, Town Arborist

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Parks & Open Space Division staff has reviewed the revised subject plans and offers the following comments:

General Comments:

- Spaces used to accommodate local trails should be no less than three (3) times the width of the trail and shall accommodate development of Americans with Disabilities Act (ADA) compliant trails. Several local trails are currently located in tight corridors or against the edge of the property.  
[Acknowledged, we will continue to refine this as part of the Preliminary Plat.](#)
- Local trail entry points are to be shown as HOA/District maintained as they do not meet minimum open space width requirements.  
[Acknowledged.](#)
- Staff would like to see trail connectivity provided from the Town's open space running diagonally through the property. Specifically, from the southeast corner of the property to the intersection of Erie Parkway and County Road 5.  
[Acknowledged, we will continue to refine this as part of the Preliminary Plat.](#)

Sheet 2 of 15

- Staff continue to have concerns with regard to the proposed Town's open space. While some improvements have been made, it appears the bare minimum in relation to width is being provided. In addition, encroachment from the lots located on the north edge of the open space has increased.  
[Acknowledged, in some areas lots have moved modestly north, and in other areas they have moved modestly south.](#)

## Memo

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To: Hannah Hippely  
From: Matt Wiederspahn, P.E., Development Engineer  
Date: December 12, 2018  
Subject: **Dearmin East Sketch Plan**  
CC: Russell Pennington  
Wendi Palmer  
Chad Schroeder

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### Comments for Sketch Plan:

1. A Preliminary Utility Study and Utility Plan were not included in the submittal. Therefore, Public Works cannot provide any comments on the feasibility of the utilities required for this development.  
*Acknowledged, a Preliminary Utility Study and Plan are not required as part of the Sketch Plan process but will be included with the Preliminary Plat.*
2. Curve radii were not provided for the roadways, but as a reminder, the minimum curve radius is 175 feet for local roads, 300 feet for residential collectors, and 475 feet for collectors.  
*Acknowledged, they will be labeled in the Preliminary Plat.*
3. The Preliminary Traffic Study included showed a total of 5 connections greater than 1,000 vehicles a day which would necessitate collector roads. For a development this size with a centrally located school and park site, it would be expected that at a minimum there would be a need for one east/west collector and one north/south collector. There are no collectors being shown other than at the arterial intersections.  
*Acknowledged, we have purposefully designed a robust local street network within the neighborhood to distribute traffic broadly to ensure more local, neighborhood-friendly streets. This is a foundational principle to Traditional Neighborhood design which relies on a network of local roads compared to a suburban model that relies on a larger collector street(s) distributing traffic to their destination.*
4. In the traffic study, several stop controlled intersections are shown with an operating level of service of F. This indicates they need to be analyzed for signalization.  
*Matrix has analyzed the site specific stop controlled intersections and none of the LOS F intersections will meet signal warrants based on the volumes anticipated in the traffic study (2040). We have revised Intersection 2 (Road A and Erie Parkway) to be a ¾ movement opening day as we were finding that the through volumes on Erie Parkway were too high in a non-signalized configuration and that the intersection was too close to WCR 5 for a well-functioning signal.*
5. This development will be required to reimburse the St. Vrain Valley School District for its proportional share of the sanitary sewer outfall.  
*Acknowledged.*
6. This development will also be required to reimburse the Colliers Hill/Erie Highlands Metro Districts for portions of the Erie Parkway and WCR 5 intersection, drainage, and traffic signal improvements.  
*Acknowledged.*

7. Roadway improvements to Erie Parkway, WCR 5 (including the Norton outparcel), and WCR 6 will be required for this development.  
[We anticipate that roadway improvements will be included in the Development Agreement.](#)
8. Alley widths are not being shown. As a reminder, if these alleys will have Town utility lines in them, the minimum width will be 30 feet.  
[Acknowledged.](#)
9. The Town will very likely have re-use water available or nearby that this project may use for irrigation use. Our rate structure for re-use water is two tiered where rates for projects that have an on-site irrigation ponds are charged half of the normal re-use water rate. It is strongly recommended that with a project this size that not only is reuse water used for irrigation, but that a pond also be provided.  
[We anticipate providing an irrigation pond in the same general location as the detention pond in the northwest corner of the property.](#)
10. All comments on the sketch plan are general in nature. Additional and more in depth comments on the traffic, road layout, utilities, and drainage will be provide at Preliminary Plat.  
[Acknowledged.](#)



## Town of Erie Open Space and Trails Advisory Board

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From: Town of Erie Open Space and Trails Advisory Board  
(OSTAB) To: Hannah Hippely, Senior Planner,  
Community Development Date: December 4, 2018

**Subject: Dearmin Referral - Sketch Plan (dated October 19, 2018)**

Location: SE corner of Erie Parkway (WCR 8) and WCR 5, south of Erie High School.

OSTAB has reviewed the referral materials, compared them to Town planning documents, and has prepared the following comments, questions, and recommendations for the Town's consideration in evaluating this application.

**Open Space and the Natural Areas Inventory (NAI):**

Discussion:

There are no NAI sites on this property.

We concur that the southern portion of this property is the best location for dedicated open space. The southwestern corner is opposite the existing Town Sunset Open Space; in the future, it will contain a Spine Trail. The eastern border of the dedicated open space is the Community Ditch. Section 10.6.2 (Natural and Scenic Resource Protection) of the Unified Development Code (UDC) states that the purpose of that section is to protect natural and man-made features that contribute significantly to the Town's scenic quality and small town character, including, amongst many, irrigation ditches. We strongly believe that such ditches should be included in dedicated open space wherever possible.

The submitted narrative indicates there will be 943 homes. Using the formula in the UDC, we calculate that the required dedicated open space is 45.69 acres. The Tract Summary Chart on page 1 indicates that Tract PP (46.48 acres) will be the dedicated open space. However, we believe that portions of that tract do NOT meet the requirements for dedicated open space as defined in the UDC. One restriction is that the minimum width must be 300 feet. The following locations are not that wide:

1. The eastern portion between WCR 6 and the Ditch (Sketch Plan, sheets

- 14 and 15));
2. Portions south of Road N and west of Road R (Sketch Plan, sheet 12);
3. A portion east of the lots on Road R and the Ditch (Sketch Plan, sheets 12 and 13).

Another requirement is that dedicated open space not included oil and gas well sites and required buffers. There is an existing O&G facility immediately east of the Ditch opposite Road R (Sketch Plan, sheet 13). We believe that the required buffer for that well site is 150', which would be close to the lots on Road R. Most of that buffer is in Tract PP. We therefore conclude that a material portion of Tract PP does NOT meet the requirements for dedicated open space as defined in the UDC.

We are also concerned about the impact of the lots east of Road R and south of Road P on the dedicated open space, Tract PP. The land slopes southeastward from those lots, within the dedicated open space and nearby the Community Ditch. Pesticides from landscaping activities, and pet waste, will runoff from those lots into the dedicated open space. Degradation of the open space will be inevitable.

#### Recommendations:

1. Redesign the dedicated open space so that it meets the minimum 300' foot width in the UDC;
2. Redesign the lot configurations east of Road R to substantially reduce the impact of runoff from those lots into the adjacent dedicated open space.

Thank you for these recommendations. The Preliminary Plat will create a tract that can be dedicated to the Town as Open Space, the tract will not include the narrow trail connector areas, but will include the area encompassing the Spine Trail.

Stormwater runoff that is generated from lots that back to Open Space will be minimized by placing a high point near the mid-point of the lot and draining as much runoff as practical towards the adjacent roadway in a swale between lots.

## **Trails:**

### Spine Trail

#### Discussion:

The Parks, Recreation, Open Space, and Trails (PROST) Master Plan contains a map (Figure 15, page 120) of proposed Spine Trails. It contains a Spine Trail on southern portion of this property i.e. within the proposed dedicated open space. The western portion starts at the intersection of WCR 5 and WCR 6, goes slightly northeastward, then follows that Ditch on the northern side, exiting this property to the east slightly

north of the Ditch.

Sheet 2 has a trail that roughly follows that configuration. We believe the safest location for the western terminus should be at the intersection of WCR 5 and WCR 6. That trail must match the Spine Trail requirement in the PROST Master Plan (Figure 16, page 124): 8' concrete, 4' crusher fines, and a 2' minimum shoulder on each side that is clear of obstructions.

There are 3 proposed connectors to the Spine Trail:

1. Road N (Sheet 12);
2. Road P (Sheet 11);
3. The neighborhood park (Sheets 11 and 13).

The connector to Road P goes through a narrow corridor between residential lots that appears to be 10-15 feet wide. The connector to Road N goes through a corridor between residential lots that appears to be 35-50 feet wide. We recommend that the corridor to Road P be widened so its comparable to the connector to Road N.

There is a map on Sheet 2 that shows slopes greater than 8 feet. A portion of the connector to the neighborhood park may be located on those slopes. That entire connector must be ADA compliant.

#### Recommendations:

1. Move the western terminus of the Spine Trail to the intersection of WCR 5 and WCR 6;
2. Widen the corridor to Road P so its comparable to the connector to Road N;
3. Ensure that the connector to the neighborhood park is ADA compliant.

Thank you for these recommendations. The Spine Trail has been moved to terminate at the intersection of WCR5 & WCR6. The local trail corridor connections will be studied further with the Preliminary Plat design, and we will also review the connector to the Neighborhood Park to ensure that we can accommodate a 5% trail.

#### Neighborhood Trails

##### Discussion:

We believe that a robust network of neighborhood trails is necessary for the safety of children and for the well-being of all residents. These trails should provide safe, quiet access to schools, parks, the spine trail, and to neighbors who are not nearby. This subdivision is likely to be very attractive to families with children, since both the Erie High School and the new Soaring Heights PK-8 school are nearby, just across Erie Parkway. There are many small alley-loaded lots that will likely contain housing in a price range attractive to younger families.

The second paragraph of the Narrative states:

“The design of the Sketch Plan emphasizes a walkable village at the northeast corner with a direct connection through the open space to the Neighborhood Park at the promontory along the east property line. The vehicular circulation provides direct access through the community while leading to or terminating at the Neighborhood Park. Every resident is within a 5-minute walk to the Neighborhood Park, a Pocket Park and various connections to the pedestrian trail network.”

We are not able to find ANY trails on any page of the Sketch Plan, except for the Spine Trail and associate connectors discussed above. There undoubtedly will be trails in the neighborhood park and the pocket parks. The design of trails within all parks is outside the responsibilities of this Board. However, we are responsible for recommending all other neighborhood trails.

In our opinion, the most important location for a neighborhood trail is through a line of open space tracts that are located between the neighborhood park in the SE quadrant and the pocket park in the NW quadrant. Those Tracts are F (2.3 acres), L (1.58 acres), and P (3.02) acres. The widest portion of those tracts are at the SE and NW terminuses; we roughly calculate that the width at those locations is 250-300 ft. However, all of Tract L and the northern half of Tract P are roughly 100 ft wide. In order to create a more natural environment within all 3 tracts, we recommend:

1. All tracts be a minimum of 250 ft wide;
2. An 8 ft wide concrete trail be constructed in the center of those 3 tracts.

Moreover, the above proposed neighborhood trail does not provide safe access to the two schools immediately north of Erie Parkway. From the northern pocket park (Tract PPP), options to reach the intersection of WCR 5 and Erie Parkway, where there is a traffic signal, would be either narrow sidewalks in the residential area to the west, or equally narrow sidewalks through the commercial area to the north. The intersection of Erie Parkway and WCR 5 is heavily traveled, both by trucks going to/from the regional landfill on WVR 5 to the south, by Erie residents accessing I25, and by residents of towns east of I25 trying to by-pass the incredibly traffic jams on CO 7 to the south.

We spent considerable time discussing how to provide children safe access to those 2 schools. We also confirmed that the Town has a long range plan to construct an underpass of Erie Parkway between WCR 5 and WCR 7. Our solution is complex:

1. Extend Roads U and V from Road C to Erie Parkway. Road U (the western road) would be one way from Erie Parkway to Road C. Road V (the eastern road) would be one way from Road C to Erie Parkway;
2. Replace commercial Tract V, which is located between Roads U and V, with an open space tract, that is comparable in width to Tracts F, L and P discussed above. This open space tract should extend to Erie parkway, between the

- redesigned Roads U and V. Include an 8 foot concrete trail within this new open space tract;
3. Construct the Erie Parkway underpass directly north of this new open space tract and trail.

The primary purpose of the above described redesign is to provide safe access to the PK-8 and high schools. An additional advantage is the residential lots on the west side of Road U and the east side of Road V would face an open space tract, not a commercial tract.

The second most important neighbor trial should be along the eastern boundary of this application area, between Erie Parkway and the neighborhood park. There are already open space tracts (AA, BB, CCC, GG, HH) here. We estimate that Tract BB is 60 ft wide, the others are 40 ft wide. We believe that the area east of this application (Swink) is likely to be proposed for additional development in the near future. We are recommending that all these eastern open space tracts be at least 50 ft wide in this application, and contain an 8 ft concrete trail. We anticipate recommending matching 50 ft wide open space tract(s) on the western edge of Swink.

There are multiple narrow open space tracts connecting WCR 5 on the west to nearby residential streets. All those tracts should contain sidewalks.

Erie Parkway and WCR 5 are both arterial streets. Thus, the sidewalks on those roads should be 8' wide, and meandering within a landscaped buffer. Sheets 14 and 15 appear to indicate that there will not be a sidewalk along WCR 6. We believe that Town code requires a sidewalk there.

#### Recommendations:

1. Widen open space tracts F, L, and P to a minimum of 250 ft. See discussion above for our reasoning;
2. Construct an 8 ft wide concrete trail more or less in the center of open space tracts F, L, and P. See discussion above for our reasoning;
3. Provide safe access between the neighborhood park and the 2 schools immediately north on WCR 5 by the recommendations detailed above:
  - a. Extend Roads U and V from Road C to Erie Parkway. Road U (the western road) would be one way from Erie Parkway and Road C. Road V (the eastern road) would be one way from Road C to Erie Parkway;
  - b. Replace commercial Tract V, which is located between Roads U and V, with an open space tract, that is comparable in width to Tracts F, L and P discussed above. This open space tract should extend to Erie parkway, between the redesigned Roads U and V;
  - c. Include an 8 foot concrete trail within this new open space tract;
  - d. Construct the Erie Parkway underpass due north of this new open space tract and trail;
4. Construct sidewalks in all narrow open space tracts that connect WCR 5 on the

- west to nearby residential streets;
5. Construct sidewalks adjacent to Erie Parkway and WCR 5 that are 8' wide, meandering and within a landscape buffer;
  6. Construct an 8 ft concrete sidewalk along WCR 6.

Thank you for these recommendations. The applicant has based the design of the master plan around the priority of providing generous pedestrian connectivity through, to and around the development. Multiple path widths, contexts and locations will ensure that not only can pedestrians and cyclists reach their destinations, but have also been rewarded with a rich experience while doing so. The Sketch Plan has been updated to include trail or sidewalk connections through Open Space, Pocket Parks and Pedestrian Mews. The applicant believes that the Open Space tracts F, L and P are of generous and adequate width to provide a beautiful and accessible connection through the community to the Neighborhood Park, increasing this width would bifurcate the community. A multi-use trail will be constructed within this Greenway, and the Sketch Plan has been updated to depict the conceptual location.

Commercial Tract V lies within a portion of the property that is intended for mixed-use as shown in the Comprehensive Plan. We understand this is a priority for the Town and have drawn the commercial uses accordingly. We believe we have provided for both the commercial and circulation priorities with this plan. The required open space area adjacent to both County Road 5 and Erie Parkway have been provided with this Sketch Plan, which will allow for the construction of the Erie Parkway underpass at whatever location the Town decides that they would like to construct the underpass, we do agree that this will provide safe pedestrian circulation to the High School. Finally, we believe that the Spine Trail that runs approximately parallel to WCR 6 provides good pedestrian access for the community, and continuing a trail further east along WCR 6 provides pedestrian access to an area that has a significant amount of truck traffic.

Please pass this referral letter to the Applicant, and appropriate town departments, boards, and commissions. Thank you for your attention to these matters. OSTAB is available to discuss any of the above in more detail as needed.

Sincerely,

**Open Space and Trails Advisory Board**

Bob Braudes

Phil Brink

Christine Felz

Dawn Fraser

Ken Martin (Chair)

Joe Swanson

# 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 103.26 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:

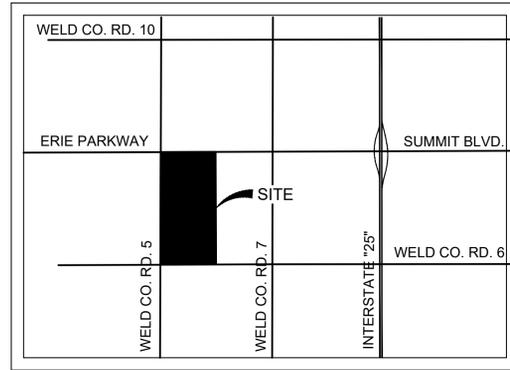
1. THENCE NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;
2. THENCE NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND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

THENCE 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. THENCE SOUTH 89°59'29" EAST A DISTANCE OF 60.00 FEET;
2. THENCE NORTH 00°00'31" EAST A DISTANCE OF 980.30 FEET;
3. THENCE NORTH 89°38'17" EAST A DISTANCE OF 1,106.54 FEET;

4. THENCE 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**.



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. N0017710-010-T02-ES PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF SEPTEMBER 19, 2018 AT 8:00 A.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON HEREON.

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. (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 894 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 SOUTHWEST ONE-QUARTER).
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).
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).
- 14A. 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).
- 14B. 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).
- 14C. 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. (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).
- 14D. 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. (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).
- 15A. 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. 1640288. (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).
- 15B. 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).
- 15C. 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).
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: RECORDED DATE: DECEMBER 6, 2017 RECORING 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).

## SHEET INDEX

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

## 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 0801300583J, 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 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 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

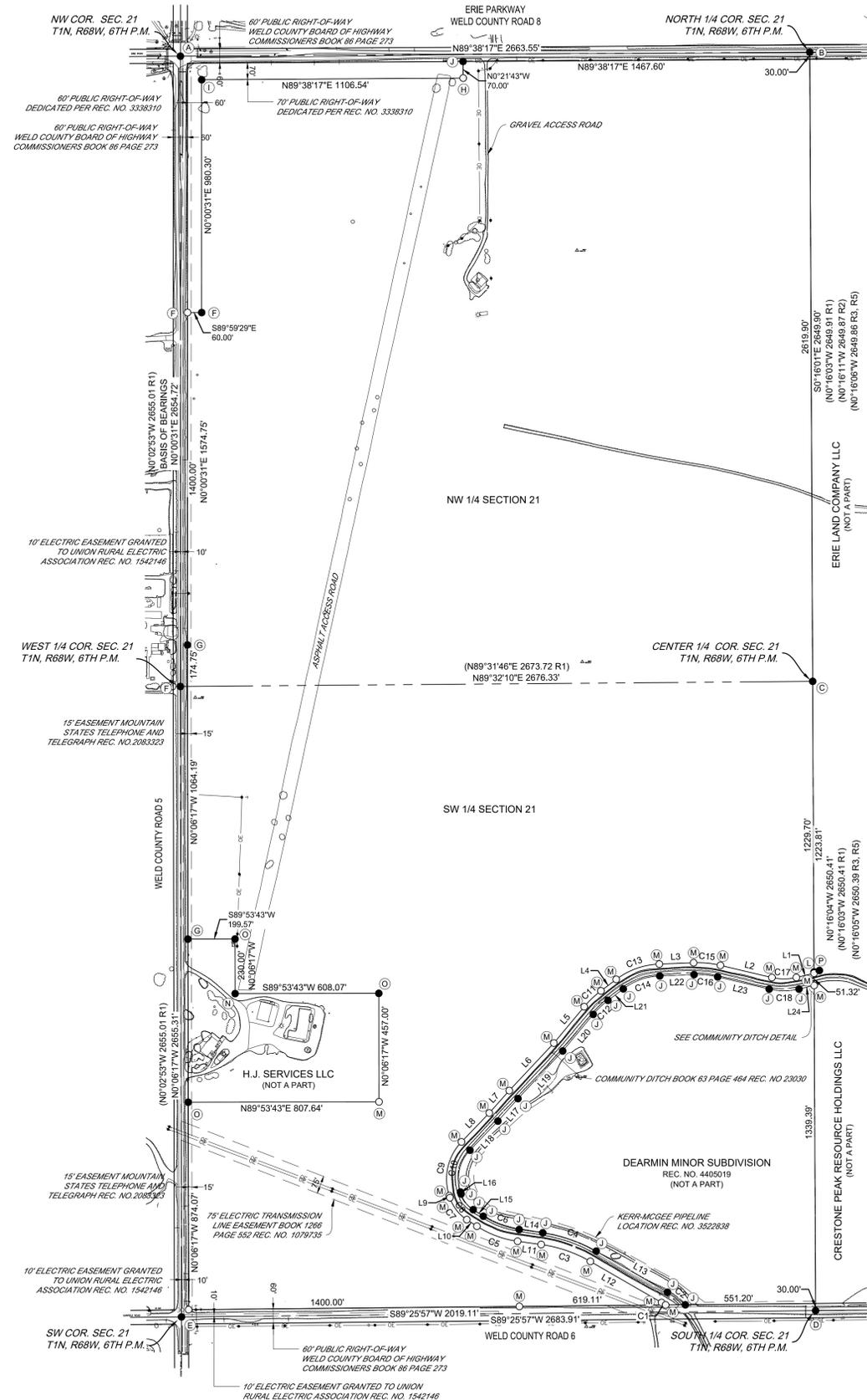
OF WELD COUNTY, COLORADO.

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

PREPARED BY: <b>Matrix</b> DESIGN GROUP AN EMPLOYEE-OWNED COMPANY	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 CHECKED BY: RLM	DATE ISSUED: OCT. 05, 2018 SHEET 1 OF 2 SHEETS
SCALE: 1" = NA	

# 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



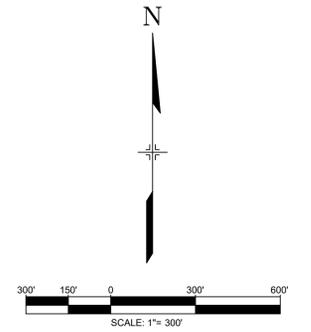
### MAP REFERENCE LEGEND

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.

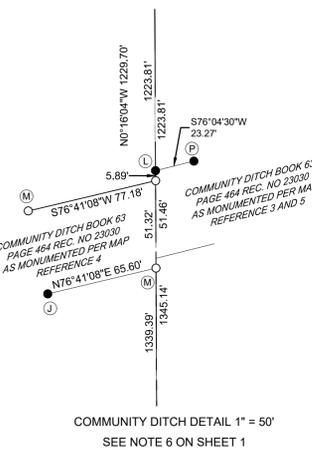
### MONUMENTATION LEGEND

- 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 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
⚡	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°42'23"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°24'26"	425.00'	114.29'	N84°28'55"W	113.94'
C16	15°24'26"	375.00'	100.84'	N84°28'55"W	100.54'
C17	26°32'10"	225.00'	104.21'	N89°57'13"E	103.28'
C18	26°32'10"	275.00'	127.36'	N89°57'13"E	126.23'

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'

R:\18\994\001 (Dearmin Survey)\Survey\Drawings\ALT/NSPS Land Title Survey.dwg

<p>Matrix DESIGN GROUP AN EMPLOYEE-OWNED COMPANY</p>	<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	
PREPARED BY: DRAWN BY: RLM CHECKED BY: RLM	DATE ISSUED: OCT. 05, 2018 SCALE: 1" = 300' SHEET 2 OF 2 SHEETS	



Stewart Title Guaranty Company Commercial Services  
(Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206

**Date:** September 19, 2018  
**File Number:** 18000310614 - Amendment No. 2  
**Property:** Sec 21 Twn 1 North Rg 68 West, Erie, CO

**Please direct all Title inquiries to:**

Alice Odette  
**Phone:** (303) 780-4039  
**Email Address:** [alice.odette@stewart.com](mailto:alice.odette@stewart.com)

Erie Land Company, LLC, a Delaware limited liability  
company  
Attn: Jonathan Wente  
Attn: Bevin Brown  
Attn: Joshua Neely  
Delivery Method: Emailed

Amendment 2  
Updated commitment effective date  
Added note to exception no. 20  
Added exception no. 24

***We Appreciate Your Business and Look Forward to Serving You in the Future.***

# stewart title®

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## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
\_\_\_\_\_  
Authorized Countersignature



  
\_\_\_\_\_  
Matt Morris  
President and CEO

Stewart Title Guaranty Company  
Commercial Services (Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333

  
\_\_\_\_\_  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 18000310614- Amendment No. 2

**1. Effective Date:** September 07, 2018, at 5:30 P.M.

**2. Policy or Policies to be issued:**

**Amount of Insurance**

(a) ALTA Owner's Policy

(b) ALTA Loan Policy

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

**4. Title to the referenced estate or interest in said land is at the effective date hereof vested in:**

Erie Land Company, LLC, a Delaware limited liability company

**5. The land referred to in this Commitment is described as follows:**

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.

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 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.

Beginning at the Southeast corner of said Section 21:

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.

Purported Address:  
Sec 21 Twn 1 North Rg 68 West  
Erie, CO

**STATEMENT OF CHARGES**

These charges are due and payable before a policy can be issued

Informational Commitment \$500.00  
:  
(Sch. #[R8946507](#))

**Paid**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 18000310614- Amendment No. 2

**The following are the requirements to be complied with:**

1. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 18000310614- Amendment No. 2

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:**

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, 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 the 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
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) All oil coal and other minerals within or underlying said lands.
  - (2) The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by anyone.
  - (3) The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right-of-way to and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.
  - (4) The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, recorded August 11, 1911 in Deed in [Book 320 at Page 61](#).

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.
11. Mountain States Telephone and Telegraph Co Easement recorded May 7, 1930 in [Book 894 at Page 390](#).
12. Agreement recorded September 27, 1940 in [Book 1068 at Page 421](#).
13. Oil and Gas Lease recorded November 30, 1972 at [Reception No. 1602713](#).



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

NOTE: Notice of Oil and Gas Interests and Surface Use recorded December 7, 2000 at [Reception No. 2811875](#).

14. Right of Way Agreement recorded December 1, 1986 at [Reception No. 2078820](#).
15. Right of Way Agreement recorded December 1, 1986 at [Reception No. 2078821](#).
16. Surface Owner's Agreement recorded September 27, 1989 at [Reception No. 2193034](#).
17. Agreement Concerning Improvements to County Road #7 Between Esther Swink and Weld County, Colorado recorded January 9, 1996 at [Reception No. 2471037](#).
18. Easement as contained in Rule and Order recorded March 23, 2012 at [Reception No. 3833970](#).
19. Memorandum of Agreement recorded October 1, 2014 at [Reception No. 4050076](#).
20. Right-of-Way and Easement Agreement recorded September 10, 2015 at [Reception No. 4141049](#).  
NOTE: First Amendment to Right-of-Way Easement Agreement recorded March 14, 2017 at [Reception No. 4285470](#).  
**NOTE: Second Amendment to Right-of-Way and Easement Agreement recorded August 14, 2018 at [Reception No. 4422990](#).**
21. The following matters disclosed by ALTA/NSPS Land Title Survey, dated June 30, 2017, and last revised December 19, 2017, prepared by Baseline Engineering, under [Job No. 15313](#), recorded October 25, 2017 at [Reception No. 4346911](#), to wit:
  - a) Apparent easement for Shut-In oil and gas wells, gravel access road and gas line.
22. Existing leases and tenancies.
23. Right-of-Way Grant recorded April 30, 2015 at [Reception No. 4103128](#).
24. **Relinquishment recorded September 4, 2018 at [Reception No. 4428217](#).**





Stewart Title Guaranty Company -  
Commercial Services  
55 Madison Street, Suite 400  
Denver, CO 80206  
Phone  
Fax

## **MINERAL DISCLOSURE**

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

## 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

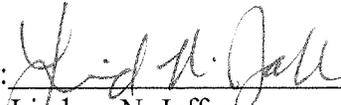
NOW THEREFORE, Anadarko Land, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto Grantee, 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.

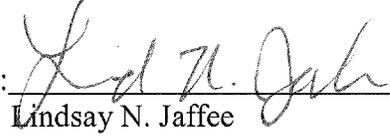
This Relinquishment is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the Deed and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment, 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.

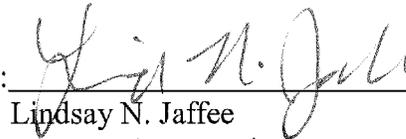
**KERR-McGEE OIL & GAS ONSHORE LP**

By:  MH  
09  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

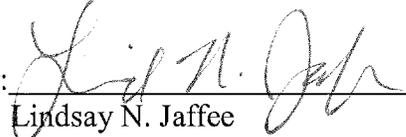
**KERR-McGEE GATHERING LLC**

By:  MH  
09  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

**ANADARKO LAND CORP.**

By:  MH  
09  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

**ANADARKO E&P ONSHORE LLC**

By:  MH  
09  
RES  
Lindsay N. Jaffee  
Agent & Attorney-in-Fact

*[End of Execution Pages]*

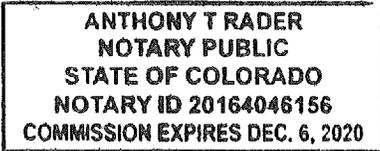
ACKNOWLEDGEMENTS

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]



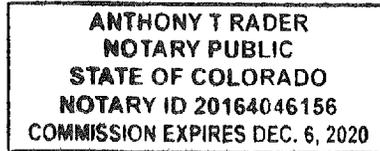
[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

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]



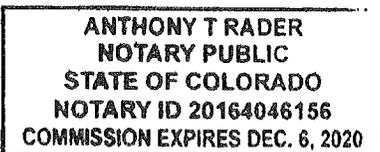
[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

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]



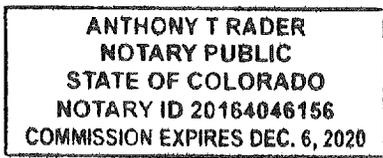
[Signature]  
Notary Public  
My Commission Expires: 12/6/2020

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 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;

 <p>JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.561.3333 F.303.561.3339</p>	PROJECT:	DATE :	SHEET
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	1 OF 7
	14034	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:

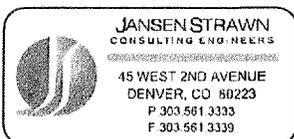
- 1) NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;
- 2) NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;
- 3) SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;
- 4) NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;
- 5) SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY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



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

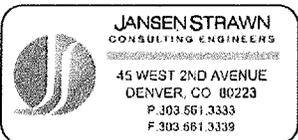
**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 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 80°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.	

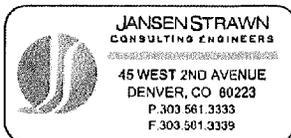
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14", 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.

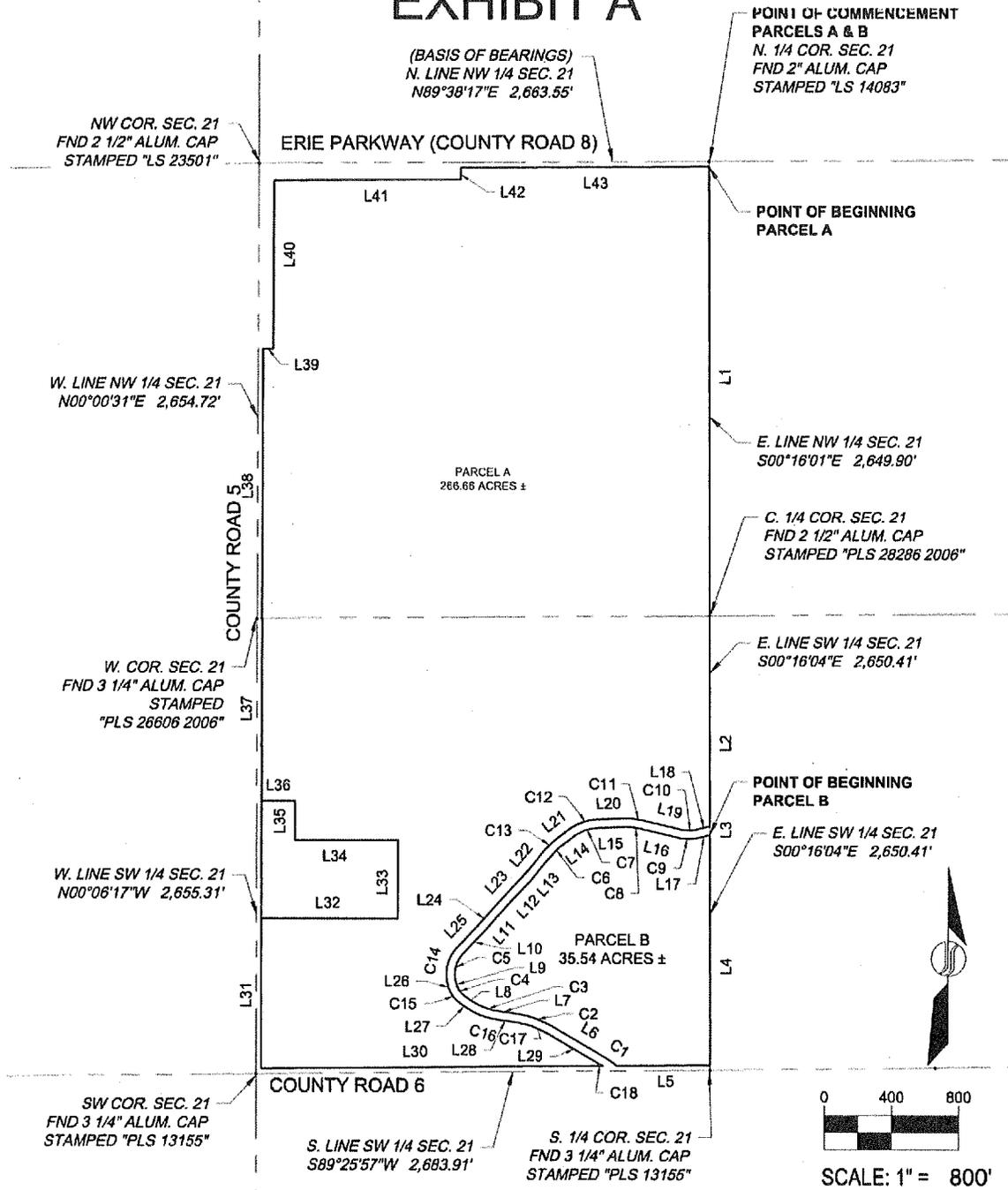
THOMAS D. STAAB, P.L.S. 25965  
 FOR AND ON BEHALF OF  
 JANSEN STRAWN CONSULTING ENGINEERS  
 A WARE MALCOMB COMPANY  
 990 SOUTH BROADWAY, SUITE 230  
 DENVER, COLORADO 80209  
 303.561.3333



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

PROJECT: ELEVATION	DATE: 8/31/17	SHEET  4 OF 7
JOB NO.: 14034	SCALE: N.A.	

# EXHIBIT A



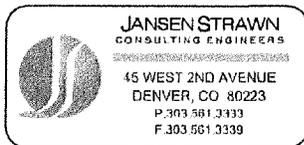
**JANSEN STRAWN**  
 CONSULTING ENGINEERS

45 WEST 2ND AVENUE  
 DENVER, CO 80223  
 P 303.581.3333  
 F 303.581.3339

<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

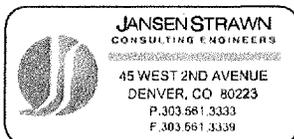


**PROJECT:**  
ELEVATION  
**JOB NO.:**  
14034

**DATE :**  
8/31/17  
**SCALE:**  
N.A.

**SHEET**  
**6 OF 7**

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'



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

**RIGHT-OF-WAY GRANT**

**THIS RIGHT-OF-WAY GRANT** ("Grant") is made this 3<sup>rd</sup> day of July, 2018, from **ERIE LAND COMPANY, LLC**, a Delaware limited liability company, whose address is 1550 West McEwen Drive, Suite 200, Franklin, Tennessee, 37067 ("Grantor"), to **KERR-MCGEE GATHERING LLC**, a Colorado limited liability company, whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto "KMGG", its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, relocate and release, at KMGG's election, one or more pipeline(s), equipment, and all appurtenances, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

**Township 1 NORTH, Range 68 West, 6th pm**

Section 21: Part of the W/2

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit "A" attached hereto and made a part hereof. The width of the Right-of-Way Lands is sixty feet (60') until the earlier of (i) cessation of construction activity by KMGG, or (ii) 24 months after the date of this Right-of-Way Grant, and thereafter the width of the Right-of-Way Lands is forty feet (40'). If there is a deviation in the Right-of-Way Lands as constructed, then Grantor agrees that upon request from KMGG the parties will execute a Notice of Pipeline Location along with an as-built survey plat to amend the description of the Right-of-Way Lands. Prior to the initial construction on the Right-of-Way Lands, KMGG shall provide Grantor and its agricultural tenants five days' advanced notice of such initial construction.

From time to time after the initial construction of the pipeline(s), KMGG may require the use of the construction work space depicted on said Exhibit "A" to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipelines together with appurtenances. KMGG may use the construction work space from time to time in connection with the rights granted hereby, provided it gives Grantor reasonable notice of such use and provided further that it restores the same as provided below when not in use.

Grantor represents and warrants to KMGG that Grantor is an owner of the Right-of-Way Lands subject to the burden of the Right-of-Way and that Grantor has full right, power and authority to enter into this Grant, subject to the existing matters of record.

Any pipelines and associated infrastructure or improvements constructed within the Right-of-Way Lands pursuant to this Grant (collectively, the "Improvements") shall be installed,

maintained and/or removed in accordance with applicable laws and at KMGG's sole cost and expense.

Any Improvements to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 48 inches below the future finished surface grade of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence was in prior to its removal or severance by KMGG. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Grant.

To the extent reasonably practicable and within a reasonable period of time after completion of construction, KMGG shall level and restore any lands affected by KMGG's operations that have excessive settling and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s).

Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements, other than roadways, sidewalks, trails and other utilities as provided for below, over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG, which consent shall not be unreasonably withheld.

KMGG shall have all rights, privileges and benefits necessary or convenient for the full and lawful use and enjoyment of this Grant, including but not limited to the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes reasonably necessary or incidental to exercising KMGG's rights hereunder. Grantor agrees that at KMGG's option, KMGG may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way easement. If KMGG exercises such option, KMGG shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties, shut-in royalties, or any other amounts otherwise payable to Grantor from KMGG.

KMGG shall be solely responsible for the operation and maintenance of the Improvements. KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein, and Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or damages resulting from any of Grantor's or its affiliates, subsidiary entities, contractors and subcontractors activities on the Right-of-Way Lands contrary to the terms contained herein. Grantor shall have the right to use and enjoy and permit others to use and enjoy the Right-of-Way Lands, subject to the rights herein granted to KMGG. KMGG has the obligation to restore the surface per COGCC regulations.

Grantor shall have the right to cross the Right-of-Way Lands with roadways, sidewalks, landscaping, trails and other utilities; provided that, such any such crossings are made at an angle

of not less than sixty (60) degrees and not more than ninety (90) degrees. Grantor shall also have the right to grant easements to third parties for the construction and maintenance of utilities that are within the Right-of-Way Lands identified herein, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines, all subject to the terms and rights granted to KMGG hereof. Any party including, but not limited to Grantor its successors and assigns, and each of their affiliates, subsidiary entities, contractor and subcontracts shall: (a) notify KMGG in writing (10) days prior to any excavation, grading, construction and maintenance activities that will encroach upon the Right-of-Way lands at 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado, 80202, Attn: Wattenberg Surface Land Manager; (b) allow KMGG and its company representatives to be on-site while any party is performing construction, excavating, grading, or maintenance activities that encroach upon the Right-of-Way Lands; (c) provide KMGG with all project plans ten (10) days prior to such encroachment occurring, for purposes of damage prevention; (d) bear the risk of loss for all damage and/or destruction to any structure, fence, landscaping or Improvement placed within the boundaries of Right-of-Way Lands, and Grantor shall indemnify and hold KMGG harmless from and against any such damages or destruction of structures and Improvements; and (e) not allow foreign pipelines or utility lines of any type to be constructed parallel to any pipeline within the boundaries of the Right-of-Way Lands.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of KMGG.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of KMGG.

KMGG shall record an original of this Right-of-Way Grant or a Memorandum of Right-of-Way Grant in the records of the County in which the Right-of-Way Lands are located. By recording this Right-of-Way Grant or a Memorandum of Right-of-Way Grant, KMGG shall be deemed to have accepted all of the terms and conditions hereof.

Each party shall keep Grantor's property and the Right-of-Way Lands free from any liens or encumbrances.

This Grant may be executed in counterparts, each of which shall be considered one and the same agreement.

*[Remainder of Page Intentionally Left Blank]*



**EXHIBIT "A"**

**EXHIBIT A**

Attachment to that certain Right of Way Grant, by and between Erie Land Company LLC, as "Grantor", and KERR-MCGEE GATHERING LLC, a Colorado limited liability company, as "Grantee".  
Sheet 1 of 2

**Non Exclusive Right of Way**

A 40 foot wide strip of land being a portion of that parcel conveyed to Erie Land Company LLC, filed December 22, 2017 at Reception Number 4362619 in the west half of Section 21, Township 1 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, said 40 foot wide strip being 20 feet each side of the following described centerline:

**Note:**

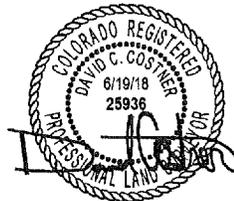
1. The Basis of Bearings is the south line of the west half of Section 21, T1N, R68W 6th P.M., as monumented with an aluminum cap PLS 13155 at each end with a grid bearing of N 89°25'48" E.
2. The side lines of the strip of land are to be lengthened and/or shortened as necessary to end at the property lines.
3. All directions, distances, and dimensions shown hereon are based on coordinates from the Colorado coordinate system of 1983 north zone (C.R.S. 38-52-102), U.S. Survey feet.
4. This is not a boundary survey or a land survey plat.

Commencing at the south quarter corner of Section 21, an aluminum cap PLS 13155; Thence N 01°04'41" W a distance of 1417.37 feet, more or less, to a point on the northerly line of the Community Ditch as Quit Claimed to The Farmers Reservoir and Irrigation Company filed April 28, 1923 at Reception Number 406315, said point being 20 feet westerly of the east line of the west half of said Section 21 and the POINT OF BEGINNING:

Thence N 00°16'10" W, parallel with and 20 feet distant from the east line of the southwest quarter of said Section 21, a distance of 1232.30 feet;

Thence N 00°15'58" W, parallel with and 20 feet distant from the east line of the northwest quarter of said Section 21, a distance of 2619.13 feet, more or less, to a point on the south right of way line of Weld County Road 8, said point also being on the northerly line of that parcel described at Reception Number 4362619 and the POINT OF TERMINUS from which an illegible aluminum cap at the north quarter corner of said Section 21 bears N 33°24'08" E a distance of 36.08 feet.

Total Length of Right of Way: 3851.43 feet.



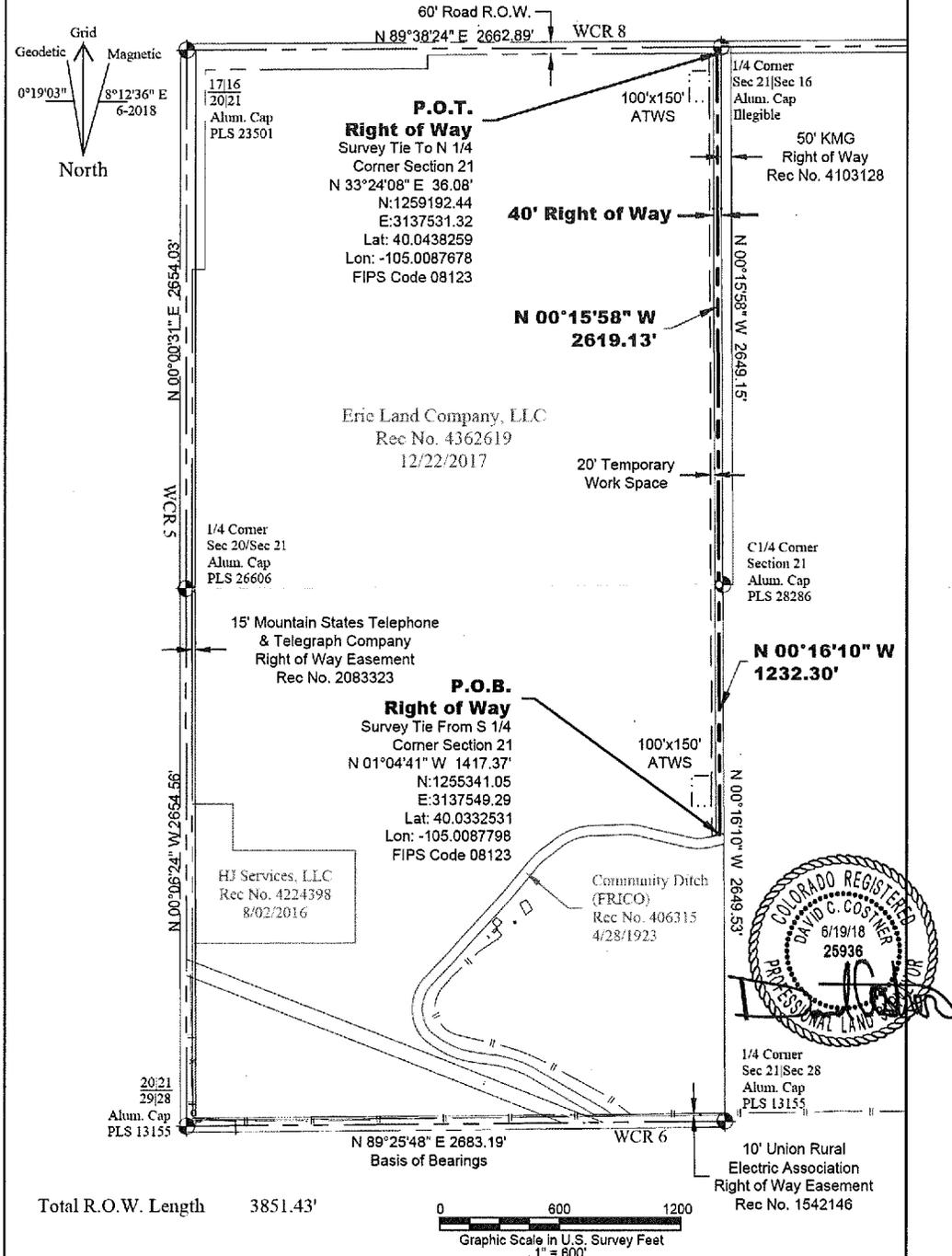
Prepared by David C. Cosner  
For and on behalf of  
Topographic Land Surveyors  
520 Stacy Ct. Ste B, Lafayette, CO 80026  
303 666 0379

<b>TOPOGRAPHIC</b> LOYALTY INNOVATION LEGACY 520 Stacy Court Ste B, Lafayette, CO 80026 303.666.0379 www.topographic.com	KERR-McGEE		Township: 1 North	1"= 600'	AFE: 2117435
	Right of Way Survey		Range: 68 West 6th PM	6/19/2018	Tracking:
			County: Weld	BY: jtv	SRID: 7894
			State: Colorado		Job No. 108568

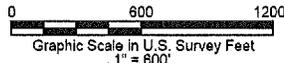
DWG: G:\GEO\SURV\W\kerr\KERR-MCGEE GATHERING\Mt Evans Lateral 543\Final Product\Erie Land Co N-S.dwg USER: jtv DATE PRINTED: 6/19/2018 1:00:05 PM

**EXHIBIT A**

Attachment to that certain Right of Way Grant, by and between Erie Land Company LLC, as "Grantor", and KERR-MCGEE GATHERING LLC, a Colorado limited liability company, as "Grantee".  
Sheet 2 of 2



Total R.O.W. Length 3851.43'



<b>TOPOGRAPHIC</b> LOYALTY INNOVATION LEGACY 520 Stacy Court Ste B, Lafayette, CO 80028 303.666.0379 www.topographic.com	<b>KERR-McGEE</b> Right of Way Survey		Township: 1 North Range: 68 West 6th PM County: Weld State: Colorado	1"= 600' 6/19/2018 BY: jtv	AFE: 2117435 Tracking: SRID: 7894 Job No. 108566
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DWG: G:\GEO\SURV\Weld\North\KERR-MCGEE GATHERING\G.M. Evans Lateral 543\Final Products\Erie Land Co N-S.dwg USER: jtv DATE PRINTED: 6/19/2018 3:00:09 PM

## EXCLUSIVE RIGHT-OF-WAY GRANT

**THIS RIGHT-OF-WAY GRANT** (“Grant”) is made this 3<sup>rd</sup> day of July, 2018, from **ERIE LAND COMPANY, LLC**, a Delaware limited liability company, whose address is 1550 West McEwen Drive, Suite 200, Franklin, Tennessee, 37067 (“Grantor”), to **KERR-MCGEE GATHERING LLC**, a Colorado limited liability company, whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202 (“KMGG”). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto “KMGG”, its successors and assigns, an exclusive perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, relocate and release, at KMGG’s election, one or more pipeline(s), equipment, and all appurtenances, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

**Township 1 NORTH, Range 68 West, 6th pm**  
Section 21: SW/4

The route and course of the right-of-way and easement conveyed hereby (“Right-of-Way Lands”) are more particularly described on Exhibit “A” attached hereto and made a part hereof. The width of the Right-of-Way Lands is fifty feet (50’) until the earlier of (i) cessation of construction activity by KMGG, or (ii) 24 months after the date of this Right-of-Way Grant, and thereafter the width of the Right-of-Way Lands is thirty feet (30’). If there is a deviation in the Right-of-Way Lands as constructed, then Grantor agrees that upon request from KMGG the parties will execute a Notice of Pipeline Location along with an as-built survey plat to amend the description of the Right-of-Way Lands. Prior to the initial construction on the Right-of-Way Lands, KMGG shall provide Grantor and its agricultural tenants five days’ advanced notice of such initial construction.

From time to time after the initial construction of the pipeline(s), KMGG may require the use of the construction work space depicted on said Exhibit “A” to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the pipelines together with appurtenances. KMGG may use the construction work space from time to time in connection with the rights granted hereby, provided it gives Grantor reasonable notice of such use and provided further that it restores the same as provided below when not in use.

Grantor represents and warrants to KMGG that Grantor is an owner of the Right-of-Way Lands subject to the burden of the Right-of-Way and that Grantor has full right, power and authority to enter into this Grant, subject to the existing matters of record.

Any pipelines and associated infrastructure or improvements constructed within the Right-of-Way Lands pursuant to this Grant (collectively, the "Improvements") shall be installed, maintained and/or removed in accordance with applicable laws and at KMGG's sole cost and expense.

Any Improvements to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 48 inches below the future finished surface grade of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence(s) on or adjacent to the Right-of-Way Lands that are removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence was in prior to its removal or severance by KMGG. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Grant.

To the extent reasonably practicable and within a reasonable period of time after completion of construction, KMGG shall level and restore any lands affected by KMGG's operations that have excessive settling and shall sufficiently compact the soil to the condition that existed at the time immediately prior to the placement of KMGG's pipeline(s).

Except for trails and landscaping, Grantor agrees that Grantor will not build, create, or construct, or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG, which consent shall not be unreasonably withheld.

KMGG shall have all rights, privileges and benefits necessary or convenient for the full and lawful use and enjoyment of this Grant, including but not limited to the rights of ingress and egress over and across Grantor's lands lying adjacent to the Right-of-Way Lands for any and all purposes reasonably necessary or incidental to exercising KMGG's rights hereunder. Grantor agrees that at KMGG's option, KMGG may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lands burdened by the Right-of-Way easement. If KMGG exercises such option, KMGG shall be subrogated to the rights of the party to whom payment is made, and in addition to its other rights, may reimburse itself out of any rentals, royalties, shut-in royalties, or any other amounts otherwise payable to Grantor from KMGG.

KMGG shall be solely responsible for the operation and maintenance of the Improvements. KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein, and Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or damages resulting from any of Grantor's or its affiliates, subsidiary entities, contractors and subcontractors activities on the Right-of-Way Lands contrary to the terms contained herein. Grantor shall have the right to use and enjoy and permit others to use and enjoy the Right-of-Way Lands, subject to the rights herein granted to KMGG. KMGG has the obligation to restore the surface per COGCC regulations.

This Grant cannot be modified, except by an instrument in writing signed by Grantor and by an authorized representative of KMGG.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantor and of KMGG.

KMGG shall record an original of this Right-of-Way Grant or a Memorandum of Right-of-Way Grant in the records of the County in which the Right-of-Way Lands are located. By recording this Right-of-Way Grant or a Memorandum of Right-of-Way Grant, KMGG shall be deemed to have accepted all of the terms and conditions hereof.

Each party shall keep Grantor's property and the Right-of-Way Lands free from any liens or encumbrances.

This Grant may be executed in counterparts, each of which shall be considered one and the same agreement.

*[Remainder of Page Intentionally Left Blank]*



**EXHIBIT "A"**

**EXHIBIT A**

Attachment to that certain Right of Way Grant, by and between Erie Land Company LLC, as "Grantor", and KERR-MCGEE GATHERING LLC, a Colorado limited liability company, as "Grantee".  
Sheet 1 of 2

**Exclusive Right of Way**

A 30 foot wide exclusive strip of land being a portion of that parcel conveyed to Erie Land Company LLC, filed December 22, 2017 at Reception Number 4362619 in the west half of Section 21, Township 1 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, said 30 foot wide exclusive strip being 15 feet each side of the following described centerline:

**Note:**

1. The Basis of Bearings is the south line of the west half of Section 21, T1N, R68W 6th P.M., as monumented with an aluminum cap PLS 13155 at each end with a grid bearing of N 89°25'48" E.
2. The side lines of the strip of land are to be lengthened and/or shortened as necessary to end at the property lines.
3. All directions, distances, and dimensions shown hereon are based on coordinates from the Colorado coordinate system of 1983 north zone (C.R.S. 38-52-102), U.S. Survey feet.
4. This is not a boundary survey or a land survey plat.

Commencing at the southwest corner of Section 21, an aluminum cap PLS 13155; Thence N 24°35'12" E a distance of 71.81 feet, more or less, to a point on the easterly right of way line of Weld County Road 5, said point also being on the westerly line of that parcel described at Reception Number 4362619 and the POINT OF BEGINNING:

Thence N 89°25'48" E, parallel with and 65 feet distant from the south line of said west half of Section 21, a distance of 1959.42 feet, more or less, to a point on the westerly line of the Community Ditch as Quit Claimed to The Farmers Reservoir and Irrigation Company filed to April 28, 1923 at Reception Number 406315 and the POINT OF TERMINUS from which an aluminum cap PLS 13155 at the south quarter corner of said Section 21 bears S 85°12'49" E a distance of 696.29 feet.

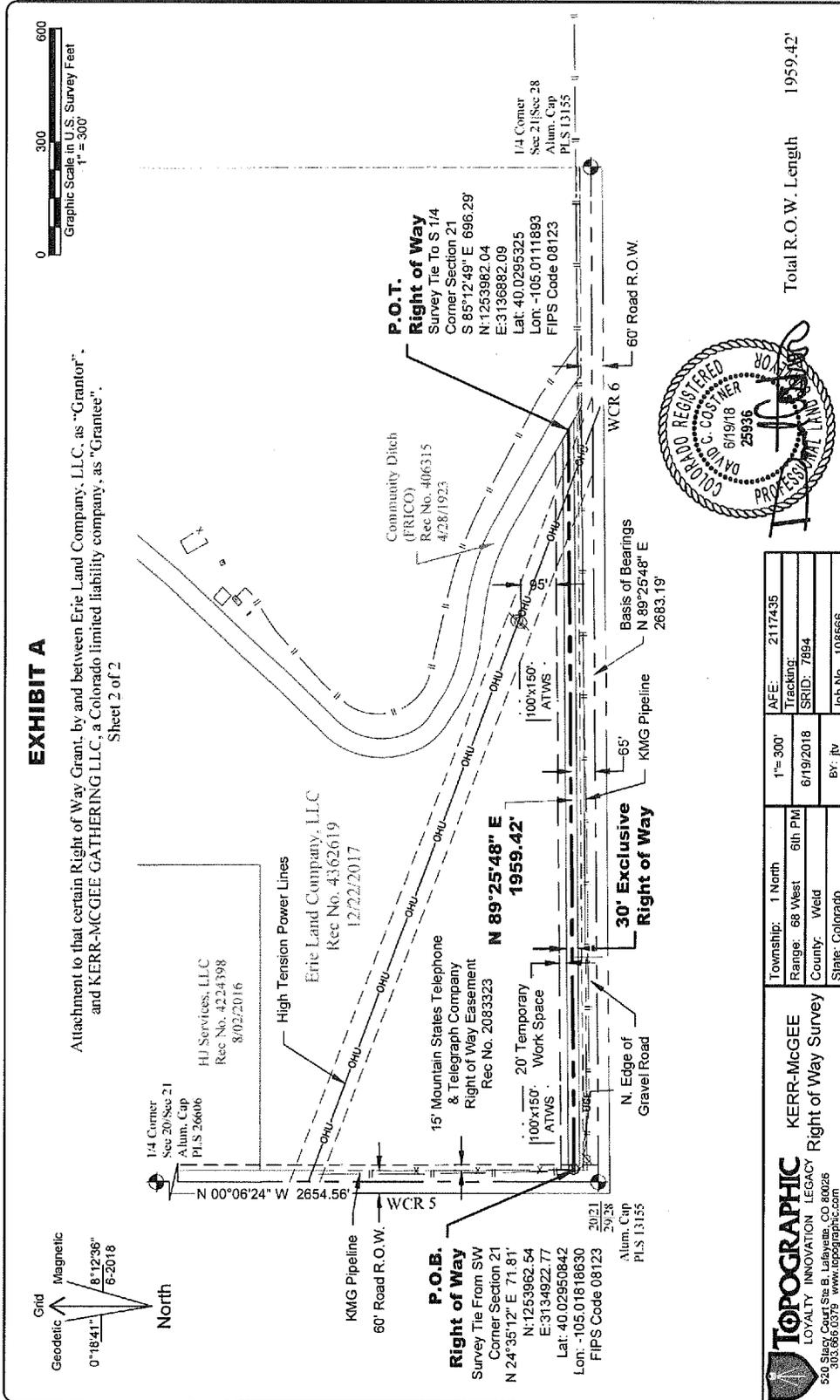
Right of Way Length: 1959.42 feet.



Prepared by David C. Costner  
For and on behalf of  
Topographic Land Surveyors  
520 Stacy Ct. Ste B, Lafayette, CO 80026  
303 666 0379

<b>TOPOGRAPHIC</b> LOYALTY INNOVATION LEGACY 520 Stacy Court Ste B, Lafayette, CO 80026 303.666.0379 www.topographic.com	KERR-McGEE		Township: 1 North	1"= 300'	AFE: 2117435
	Right of Way Survey		Range: 68 West 6th PM	6/19/2018	Tracking:
			County: Weld		SRID: 7894
			State: Colorado	BY: jtv	Job No. 108566

DWG: G:\GEO\SURV\Weld\KERR-MCGEE GATH-ERIN\DWG\Exhib A\Final Products\Erie Land Co E-W.dwg USER: jtv DATE: PRINTED: 6/19/2018 3:06:35 PM



## SETBACK WAIVER

This **Setback Waiver** ("*Waiver*"), is made and delivered this 3<sup>rd</sup> day of July, 2018 by ERIE LAND COMPANY, LLC, a Delaware limited liability company ("*Surface Owner*") with an address of 1550 West McEwen Drive, Suite 200, Franklin, Tennessee, 37067, to and in favor of Kerr-McGee Oil & Gas Onshore LP ("*Kerr-McGee*").

### Recitals

- A. Surface Owner owns the surface estate in certain lands in Weld County, Colorado, generally described as the West half of Section 21, Township 1 North, Range 68 West, and more specifically described in the attached Exhibit A-1 (which is incorporated into this Waiver) and referred to herein as the "*Property*."
- B. Kerr-McGee owns oil and gas interests in the Property as well as certain other acreage in proximity thereto. Kerr-McGee's oil and gas interests in the Property and such other lands include the right to drill and operate wells, install production facilities and conduct such other activities as are incidental to or associated with oil and gas development operations.
- C. The rules and regulations of the Colorado Oil and Gas Conservation Commission ("*COGCC*") govern the distance between a wellhead and public roads, production facilities, buildings, building units and surface property lines, among other things. Such rules also provide for variances and exceptions to those "setback" distances upon proper waivers from impacted owners.
- D. As a part of mutual accommodations that have been agreed upon by the parties, Surface Owner has agreed to furnish this Waiver to Kerr-McGee in order facilitate the development of its oil and gas rights in the Property and the other lands in close proximity thereto.

Now, therefore, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Surface Owner hereby waives to the fullest extent possible all setback and notification requirements in COGCC Rules 305, 306, 603 and 604 including any successor rules or amendments, as well as Exception Zone setbacks, Urban Mitigation Area requirements, and any other state or local setback or distance-based requirements or regulations that would condition, constrain or prohibit the rights of Kerr-McGee to explore for and produce oil and gas from, or to locate wells and production facilities on Section 21, Township 1 North, Range 68 West or the surrounding sections immediately adjacent or contiguous thereto. Consistent with this Waiver, Surface Owner, and its successors and assigns, covenant and agree that it shall not to object to the location of wells and production facilities by Kerr-McGee on said Section 21 or the surrounding sections on the basis of setback requirements in the COGCC rules and regulations or any other applicable state or local setback requirement.

Surface Owner acknowledges that Kerr-McGee may cite or provide a copy of this Waiver in order to obtain exceptions and variances from the COGCC or from any other state or local body having jurisdiction over oil and gas operations. Surface Owner agrees that this Waiver satisfies any requirement for a waiver or consent by the surface owner, Building Unit Owner (as that term is defined in the COGCC Rules), resident or homeowner in connection with a variance request by Kerr-McGee. In addition, Surface Owner, and its successors and assigns, agree to execute and deliver to Kerr-McGee any additional consents or waivers reasonably requested by Kerr-McGee or required by governmental agency in order to give full effect to the purposes hereof, including waivers for Urban Mitigation, as well as waivers that may be needed for the exploration and production of oil and gas from, or the location of wells, production facilities or other equipment on the Property or other property owned by Surface Owner in Section 21 or the sections immediately adjacent or contiguous thereto.

It is an essential purpose of this Waiver that Surface Owner provide notice to all buyers and assignees of an interest in the Property (or any portion thereof), including all builders, property owners, property owners' associations, and special districts (each, a "*Future Owner*") of the existence of this Waiver. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners will be bound by this Waiver and will assume the obligations undertaken by Surface Owner pursuant to this Waiver, including but not limited to, the waiver of all setbacks and the obligation to provide notice to Future Owners. Recordation of this Waiver in the Office of the Clerk and Recorder of Weld County, Colorado (the "*Records*") shall be deemed satisfaction of the foregoing notice requirements. It is expressly understood and agreed by Surface Owner and Kerr-McGee that the waivers, notice requirements and the obligations assumed by Future Owners as set forth in this Waiver are, and shall be construed to be, covenants that run with the Property and shall both bind and inure to the benefit of the parties hereto, their respective successors and assigns. Upon written request to Surface Owner from Kerr-McGee, Surface Owner shall within 5 business days after the receipt of such request: (i) provide a copy of this Waiver to any Future Owner and, if requested by Kerr-McGee, use all commercially reasonable efforts to require such Future Owner to confirm this Waiver; and (ii) provide Kerr-McGee with a list of all parties to whom Surface Owner has conveyed any portion of the Property, such obligations shall be a continuing obligations upon subsequent successors and assigns.

Surface Owner acknowledges that it has full right and authority to enter into this Waiver.

Kerr-McGee or Surface Owner may record this Waiver in the Records.

The undersigned has executed this Waiver on the date set forth below in the Acknowledgment.

GRANTOR:

**ERIE LAND COMPANY, LLC**, a Delaware limited liability company

By: [Signature]  
Name: Brian Sewell  
Title: President

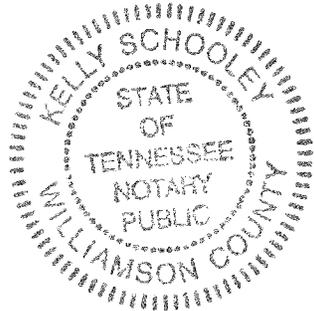
STATE OF Tennessee )  
 ) ss.  
COUNTY OF Williamson )

The foregoing instrument was acknowledged before me this 3 day of July, 2018, by Brian Sewell as President of Erie Land Company, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires: ~~\_\_\_\_\_~~ **My Commission Expires May 25, 2020**

Notary Public: Kelly Schooley



**EXHIBIT A-1 to Setback Waiver**

Description of Property

**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;

 <p>JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P 303.561.3333 F 303.961.3339</p>	PROJECT: ELEVATION	DATE : 8/31/17	SHEET  <b>1 OF 7</b>
	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;

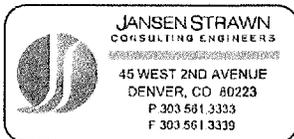
THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

- 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;



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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 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 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;



**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>3 OF 7</b>
<b>JOB NO.:</b> 14034	<b>SCALE:</b> N.A.	

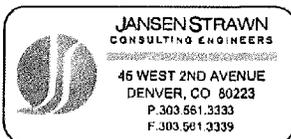
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14", 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.

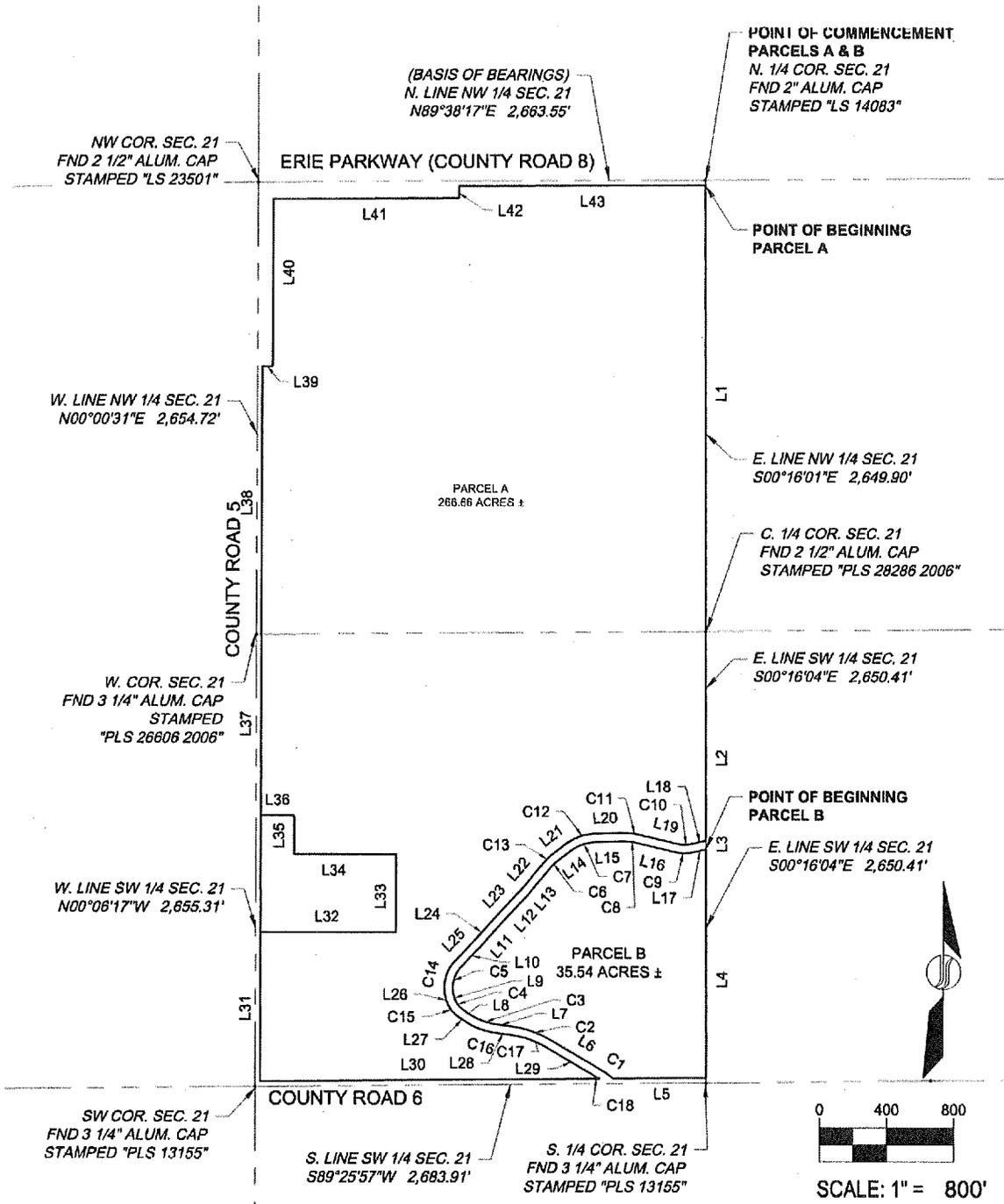
I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

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



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

PROJECT: ELEVATION	DATE: 8/31/17	SHEET  4 OF 7
JOB NO.: 14034	SCALE: N.A.	



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

**PROJECT:**  
ELEVATION

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**JOB NO.:**  
14034

**DATE :**  
8/31/17

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**SCALE:**  
N.A.

**SHEET**  
**6 OF 7**

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	010°05'03"	525.00'	92.40'	N55°05'18"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'

 <b>JANSEN STRAWN</b> CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P. 303.561.3333 F. 303.561.3339	PROJECT:	DATE :	SHEET
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	7 OF 7
	14034	N.A.	

### SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED**, made this 3<sup>rd</sup> day of July, 2018, is by and between ERIE LAND COMPANY, LLC, a Delaware limited liability company (the "Grantor"), having an address of 1550 West McEwen Drive, Suite 200, Franklin, Tennessee, 37067, and ANADARKO E&P ONSHORE LLC (the "Grantee"), having an address of 1099 18TH Street, Suite 1800, Denver, Colorado 80202.

**WITNESSETH**, that Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, its successors and assigns forever, all of Grantor's right, title, and interest in and to, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described on Exhibit A, attached hereto and incorporated herein by this reference (the "Lands");

**TOGETHER** with all and singular the rights, privileges, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantors, and each of their successors and assigns, either in law or equity, of, in and to the Lands, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD**, the Lands with all and singular the rights, privileges, hereditaments and appurtenances thereto or otherwise belonging to Grantee, its successors and assigns forever.

1. Special Warranty of Title. Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND title to the Lands and the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.
2. Subrogation. Grantor hereby assigns to Grantee, without representation or warranty of any kind, all right, claims and causes of action under title warranties given or made by Grantor's predecessors in interest with respect to the Lands, and Grantee is specifically subrogated to all rights which Grantor may have against such predecessors in interest with respect to the Lands, to the extent Grantor may legally transfer such rights and grant such subrogation.

**ERIE LAND COMPANY, LLC**, a Delaware limited liability company

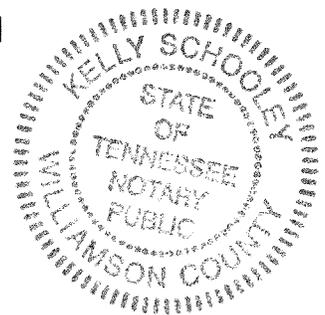
By: [Signature]  
Name: Brian Sewell  
Title: President

STATE OF Tennessee )  
 ) ss.  
COUNTY OF Williamson )

The foregoing **SPECIAL WARRANTY DEED** was acknowledged before me this 3 day of July, 2018, by Brian Sewell as President of Erie Land Company, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.

[SEAL]



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

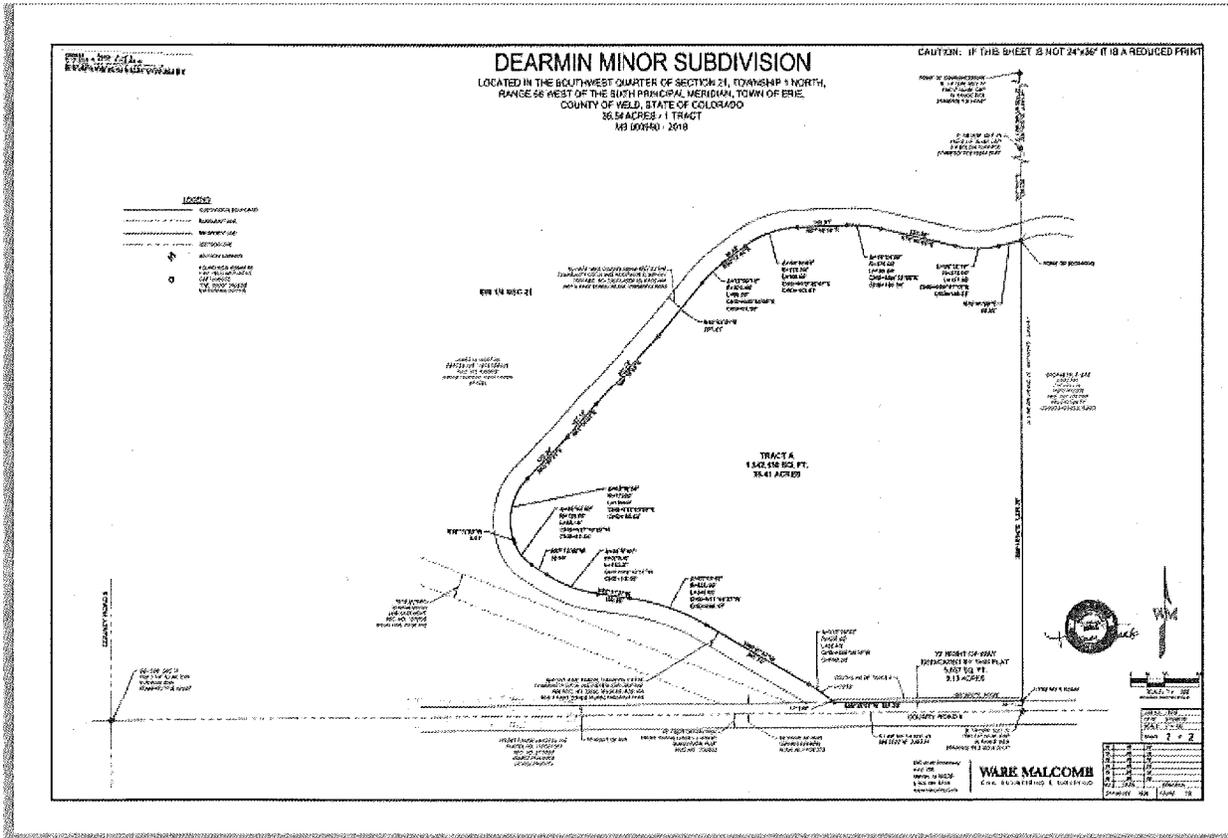
**My Commission Expires May 25, 2020**

Exhibit A

LEGAL DESCRIPTION OF THE LANDS

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

ALSO DEPICTED AS:



## TERMINATION OF SURFACE OWNER'S AGREEMENT

**THIS TERMINATION OF SURFACE OWNER'S AGREEMENT** ("Agreement") is effective this 3rd day of July, 2018, by and between ANADARKO E&P ONSHORE LLC, formerly known as Union Pacific Resources Company and Champlin Petroleum Company ("Anadarko E&P"), and ERIE LAND COMPANY, LLC, a Delaware limited liability company ("Surface Owner").

### Recitals

A. Surface Owner owns the surface estate for property located in Weld County, Colorado, described as a portion of the W/2 of Section 21, Township 1 North, Range 68 West, which is hereinafter referred to as the "Property" and specifically described in Exhibit A.

B. Patricia S. Ackard and Champlin Petroleum Company ("Champlin") entered into a Surface Owner's Agreement dated May 20, 1974 and recorded July 10, 1974 at Reception No. 1640298 in the Office of the Clerk and Recorder of Weld County (the "Surface Owner's Agreement").

C. Anadarko E&P is the successor in interest to Champlin.

D. Surface Owner is the successor in interest to Patricia S. Ackard.

E. This Agreement may be executed in counterparts, each of which shall be deemed an original and together of which shall constitute one and the same instrument.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. The Surface Owner's Agreement is hereby terminated and of no further force and effect as of the effective date of this Agreement.

2. Surface Owner, for themselves and on behalf of each of their agents, tenants, sublessees, employees, officers, directors, members, managers, general and/or limited partners, attorneys, representatives, and all of their respective heirs, executors, legal representatives, administrators, successors and assigns ("Landowner Releasors") hereby release, acquit and forever discharge Anadarko E&P and each of their representative parents, subsidiaries, affiliated corporations or entities, officers, directors, employees, heirs, executors, legal representatives, administrators, predecessors, successors and assigns (the "Anadarko Released Entities") from any and all claims or causes of action, demands, damages, debts, losses, costs, liens, liabilities, obligations, suits or actions, at law or in equity, in contract, in tort or under any statute or regulation, as well as any character or kind of action which Surface Owner or any of the Landowner Releasors have or may have, now or in the future, or may hereafter claim to hold or possess in whole or in

part against Anadarko E&P or any of the Anadarko Released Entities for any and all periods of accounting prior to and including the effective date of this Agreement, concerning or relating to the calculation and payment of surface owners payments under the Surface Owner's Agreement, whether directly or indirectly, proximately or remotely ("Landowner Released Claims"). Surface Owner, for themselves and on behalf of the Landowner Releasers, covenants not to sue Anadarko E&P or any of the Anadarko Released Entities for any of the Landowner Released Claims.

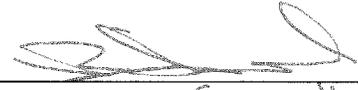
The parties have executed this Agreement on the dates set forth in the acknowledgments, but to be effective on the date written above.

ANADARKO E&P ONSHORE LLC

SURFACE OWNER

By:   
Name: Lindsay N. Jaffee  
Its: Agent & Attorney-in-Fact  
*MH  
09  
RES*

ERIE LAND COMPANY, LLC, a Delaware limited liability company

By:   
Name: Brian Sewell  
Title: President

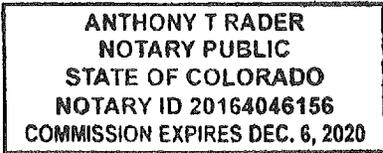
ACKNOWLEDGMENTS

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2018, by Lindsay N. Jaffee as Agent & Attorney-in-Fact for ANADARKO E&P ONSHORE LLC.

My Commission expires: 12/6/2020

Witness my hand and official seal.



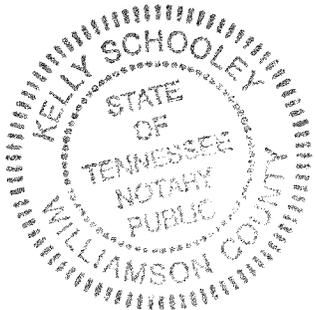
[Signature]  
Notary Public

STATE OF Tennessee )  
 ) ss.  
COUNTY OF Williamson )

The foregoing AGREEMENT was acknowledged before me this 3 day of July, 2018, by Brian Sewell as President of Erie Land Company, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.

[SEAL]



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires May 25, 2020

**EXHIBIT A**  
to  
**Termination of Surface Owner's Agreement**

**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:

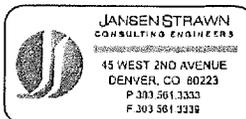
**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE 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 83, 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;



PROJECT: ELEVATION	DATE: 8/31/17	SHEET  <b>1 OF 7</b>
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;

 <p><b>JANSEN STRAWN</b> CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.581.3333 F.303.581.3339</p>	PROJECT:	DATE :	SHEET
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	2 OF 7
	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:

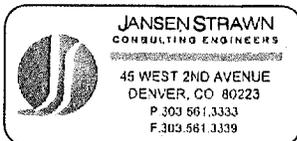
**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 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 80°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>JOB NO.:</b> 14034	<b>SCALE:</b> N.A.	<b>3 OF 7</b>

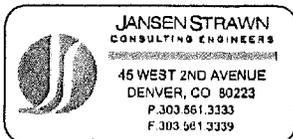
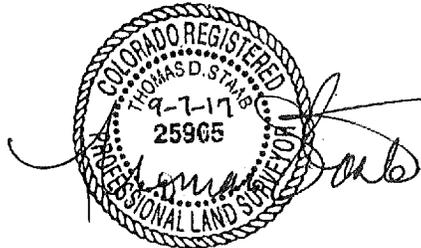
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14", 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.

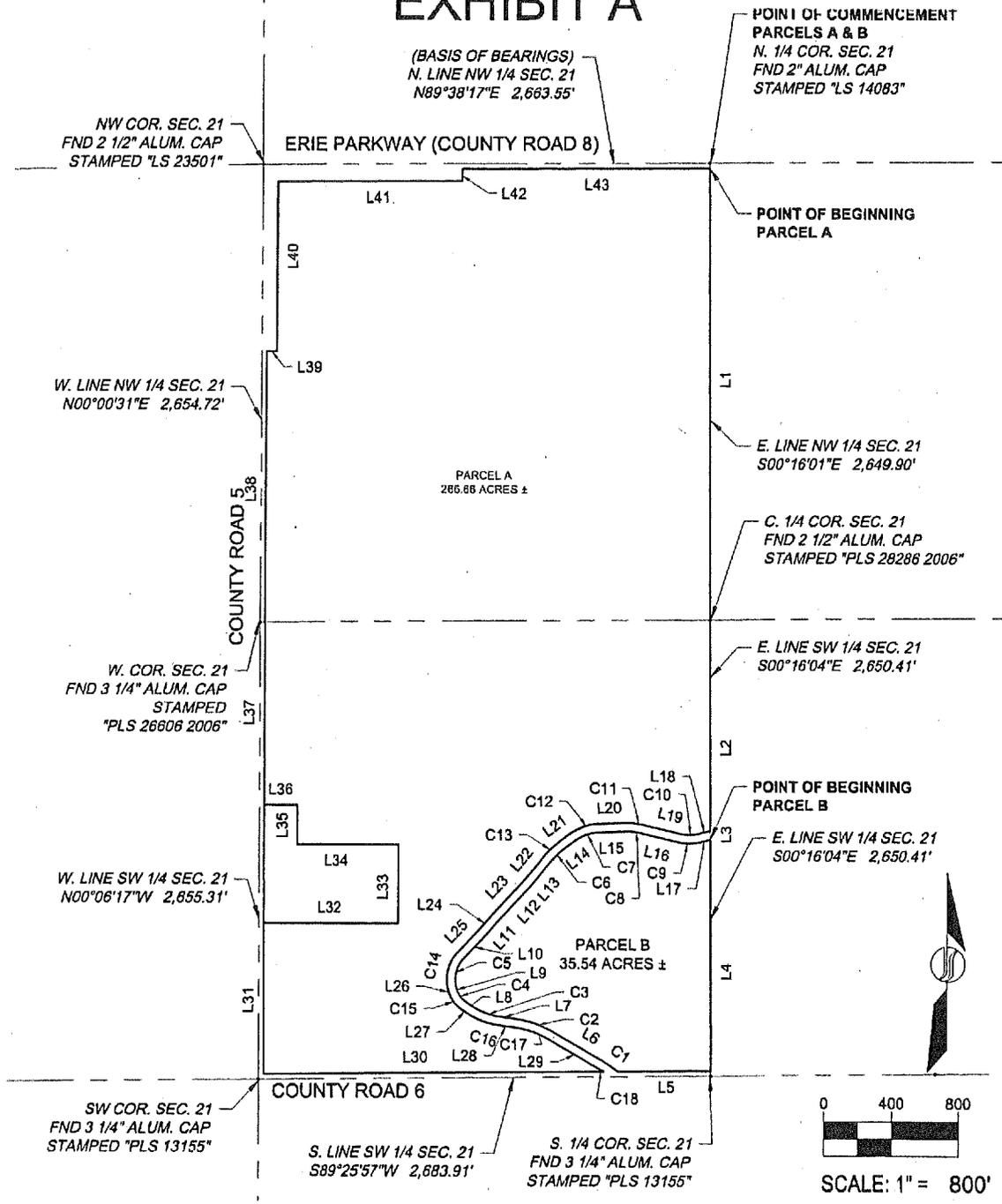
THOMAS D. STAAB, P.L.S. 25965  
 FOR AND ON BEHALF OF  
 JANSEN STRAWN CONSULTING ENGINEERS  
 A WARE MALCOMB COMPANY  
 990 SOUTH BROADWAY, SUITE 230  
 DENVER, COLORADO 80209  
 303.561.3333



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

PROJECT: ELEVATION	DATE: 8/31/17	SHEET  4 OF 7
JOB NO.: 14034	SCALE: N.A.	

# EXHIBIT A



**JANSEN STRAWN**  
CONSULTING ENGINEERS

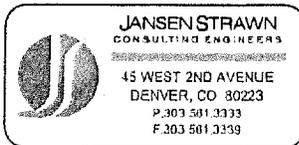
45 WEST 2ND AVENUE  
DENVER, CO 80223  
P.303.581.3333  
F.303.581.3339

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

**SHEET**  
**5 OF 7**

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	50.88'	N57°13'48"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



<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.	

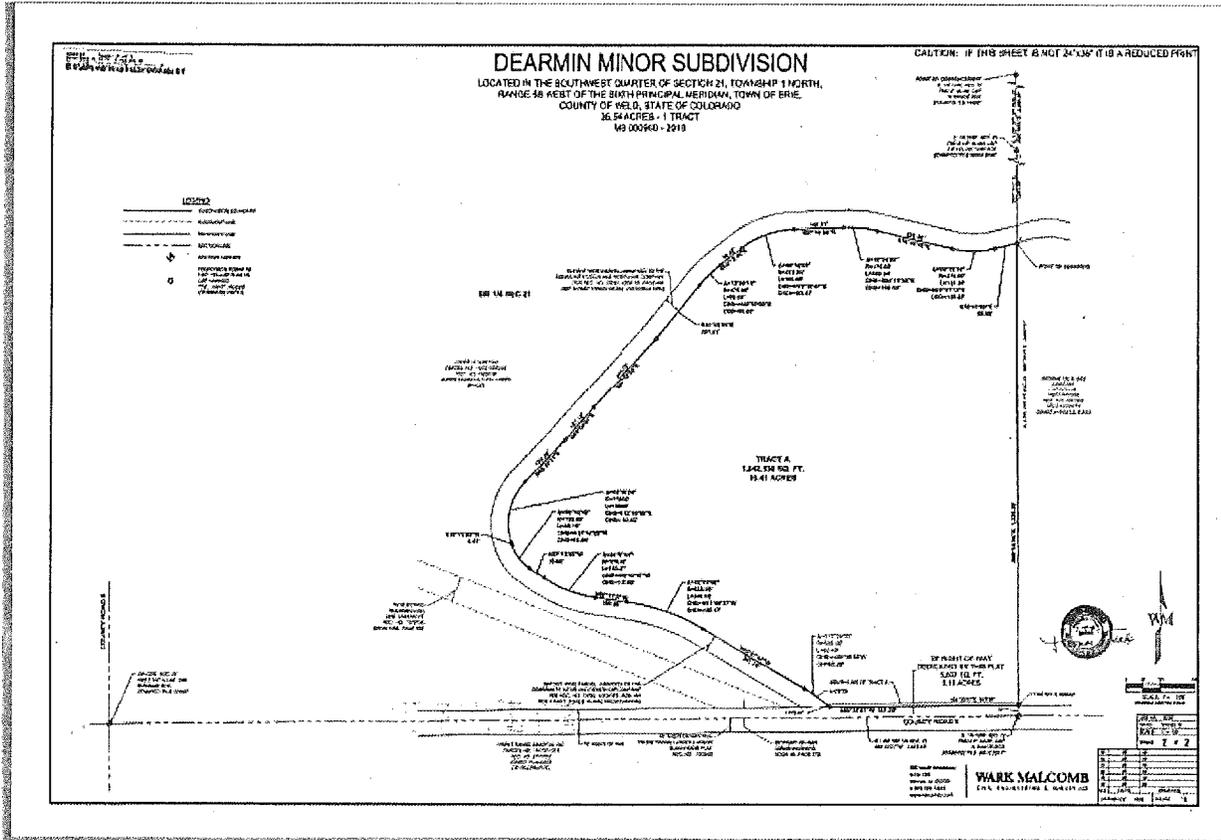
CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	010°05'03"	525.00'	92.40'	N55°05'16"W	92.28'
C2	022°03'40"	625.00'	240.65'	N71°09'37"W	239.17'
C3	024°57'41"	375.00'	163.37'	N69°42'37"W	162.08'
C4	039°02'42"	125.00'	85.18'	N37°42'25"W	83.54'
C5	062°08'24"	175.00'	189.80'	N12°53'09"E	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'

 <b>JANSEN STRAWN</b> CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P. 303.561.3333 F. 303.561.3339	PROJECT:	DATE :	SHEET
	ELEVATION	8/31/17	
JOB NO.:	SCALE:	7 OF 7	
14034	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]