

**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

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 - Southern Land Company

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: N/A

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: 1225 17th Street, Suite 2420

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: 946

Gross Floor Area: NA

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

Sewer (if other than Town):

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input checked="" 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
COMPREHENSIVE PLAN AMENDMENT		<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
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<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
SPECIAL REVIEW USE		<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	VARIANCE \$ 600.00	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN \$ 10,000.00	
All fees include both Town of Erie Planning & Engineering review. These fees do not include 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: 12/20/18
 Owner: _____ Date: _____
 Applicant: _____ Date: _____

STATE OF COLORADO)
) ss.
 County of DENVER)

The foregoing instrument was acknowledged before me this 20 day of December, 2018, by Heidi Majerik.

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

Nancy Relihan
 Notary Public

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

March, 2020

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

RE: Preliminary Plat, Westerly Tract

To Whom It May Concern:

Erie Land Company, LLC ("Applicant") is pleased to submit the enclosed Preliminary Plat 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 268 acres that is located in the Town of Erie and is currently zoned NMU, LR and AG/OS.

General Project Concept and Purpose of the Request

The General project concept is for the design of a walkable village at the northeast corner with a future connection through the open space to the future Neighborhood Park at the promontory towards the south and east property line. The vehicular circulation provides direct access through the community and in the future will lead to or terminate at the Neighborhood Park. Every resident will be within a 5-minute walk to a Pocket Park and various connections to the pedestrian trail network.

There are many public benefits to this style of community design. The design of Westerly is composed of a well-connected street network that disperses traffic and increases pedestrian connections. Pedestrian friendly street design includes buildings close to the street, with front porches, higher quality windows and doors, tree lined streets, and many homes having the garages in the rear. This high-quality pedestrian network and public realm makes walking pleasurable. The design of this community includes a mix of housing, providing a range of housing types, sizes and prices mixed throughout the community. This style of design and community crafting brings shops/restaurants and services closer to residents, which enables a more efficient use of services and resources, and creates a more convenient, enjoyable place to live.

Proposed Land Use Coverage

The proposed plan anticipates 530 lots and 60 tracts on the approximately 268 acres, equating to approximately 2.0 du/acre, with an anticipated ultimate density at full build-out of the future development parcels equating to approximately 3.5 dwelling units per acre. As can be seen in the Preliminary Plat there is a diverse mix of residential home types being proposed for this community, ranging from Townhomes, Paired Homes, and Single-Family homes, in a variety of alley load and

front-loaded garage configurations. In addition, the Plan anticipates approximately 35,000 square feet of non-residential floor area in the Mixed-Use, as well as the potential for Live Work homes as part of a future Site Plan.

The land being proposed for Parks and Open Space is approximately 48 acres, or about 18% of the property, not including the many and significant private landscaped areas and the central greenway.

Development Timeline

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 existing structures on the Westerly site will most likely be removed with the initial phase of development following final plat approval.

Utilities and Service Providers

The property will be served by Town Water and Sewer, and all services are in close proximity to the project. We have confirmed that the property will be served by United Power for electricity, Xcel for Gas, Comcast and Century Link for internet and cable, and Waste Connection for Trash disposal. As part of the Annexation, the adequacy of all necessary services has been confirmed including fire protection, water/sewer service, and utility providers.

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 in close proximity to the future Neighborhood Park.

Function and Ownership of Community Amenities

The provision for a Community Park is not required due to the population anticipated from this proposal not generating the minimum acreage requirement of a Community Park. The requirement for a Town Neighborhood Park is not anticipated with this Preliminary Plat as the population generated does not warrant it. We are prepared to meet the need for a Neighborhood Park with the Plat that generates enough population. Open Space requirements will be met with the Preliminary Plat 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. This includes a portion of the central Greenway/Trail Corridor, as well as a future Community building and pool, within this plat.

Covenants, Conditions, Easements & Restrictions

A surface agreement has been executed with Anadarko and has been included with this Preliminary Plat 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

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 Releasors, 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

By:

Name: Lindsay N. Jaffee

Its: Agent & Attorney-in-Fact

MM
09
RES

SURFACE OWNER

ERIE LAND COMPANY, LLC, a Delaware
limited liability company

By:

Name:

Title:

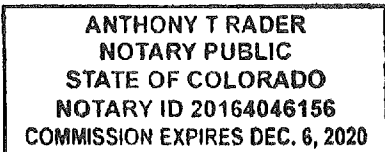
ACKNOWLEDGMENTS

STATE OF Colorado)
) ss.
 COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11th 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.



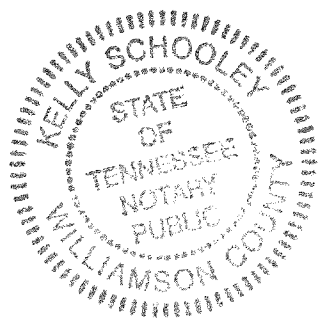
[Signature]
 Notary Public

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 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;



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

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P 303.581.3333 F 303.581.3339	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 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;

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P 303.661.3333 F 303.581.3339	PROJECT:	DATE :	SHEET 3 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	N.A.	

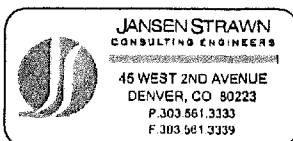
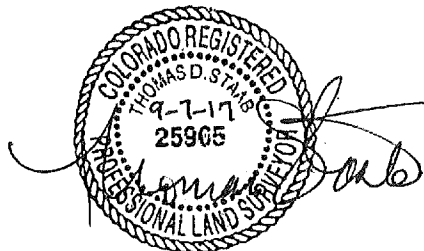
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14",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

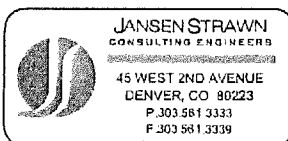
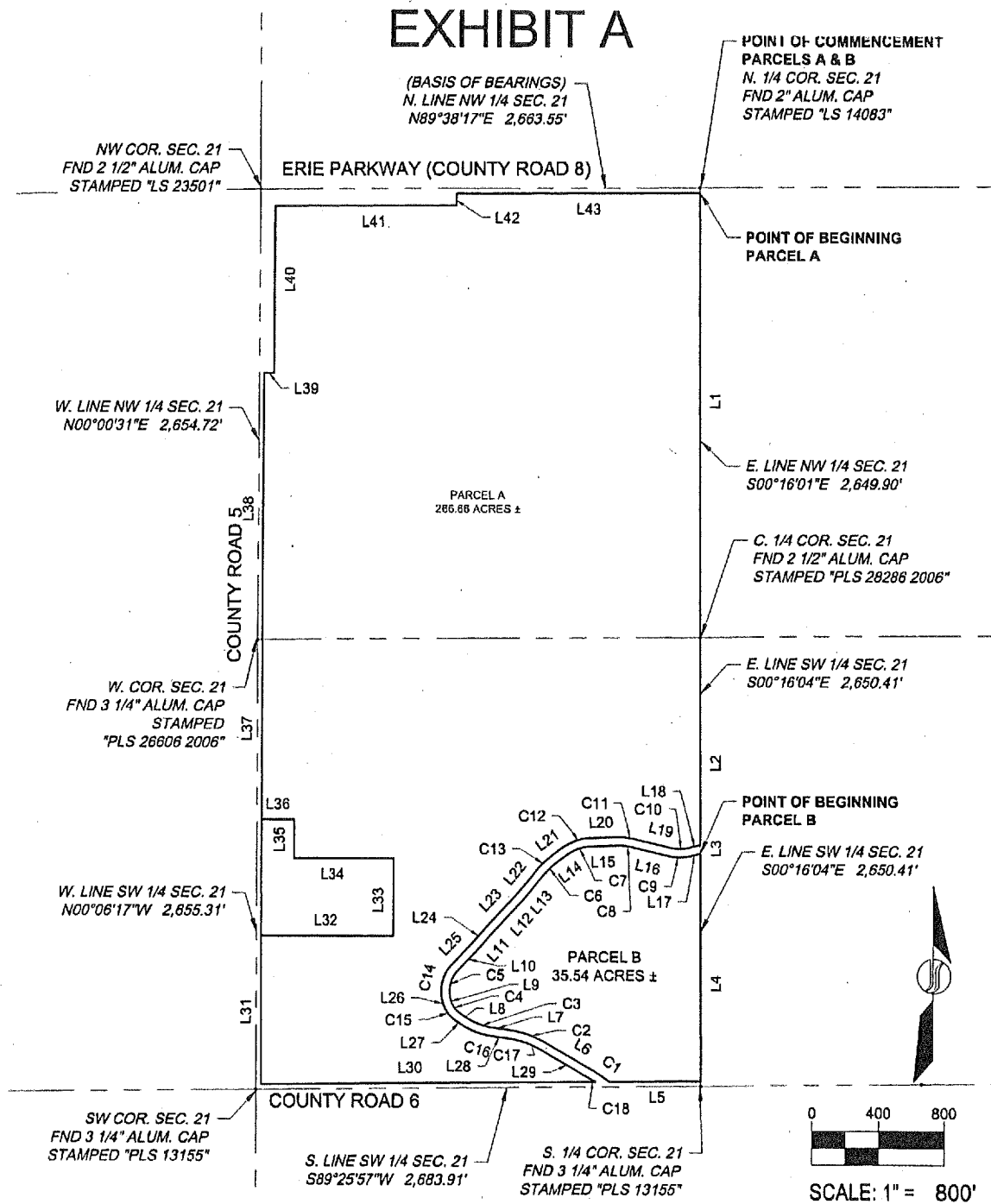
ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200 / 3937 METERS.

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



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



PROJECT:
ELEVATION
JOB NO.:
14034


DATE :
8/31/17
SCALE:
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	50.68'	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

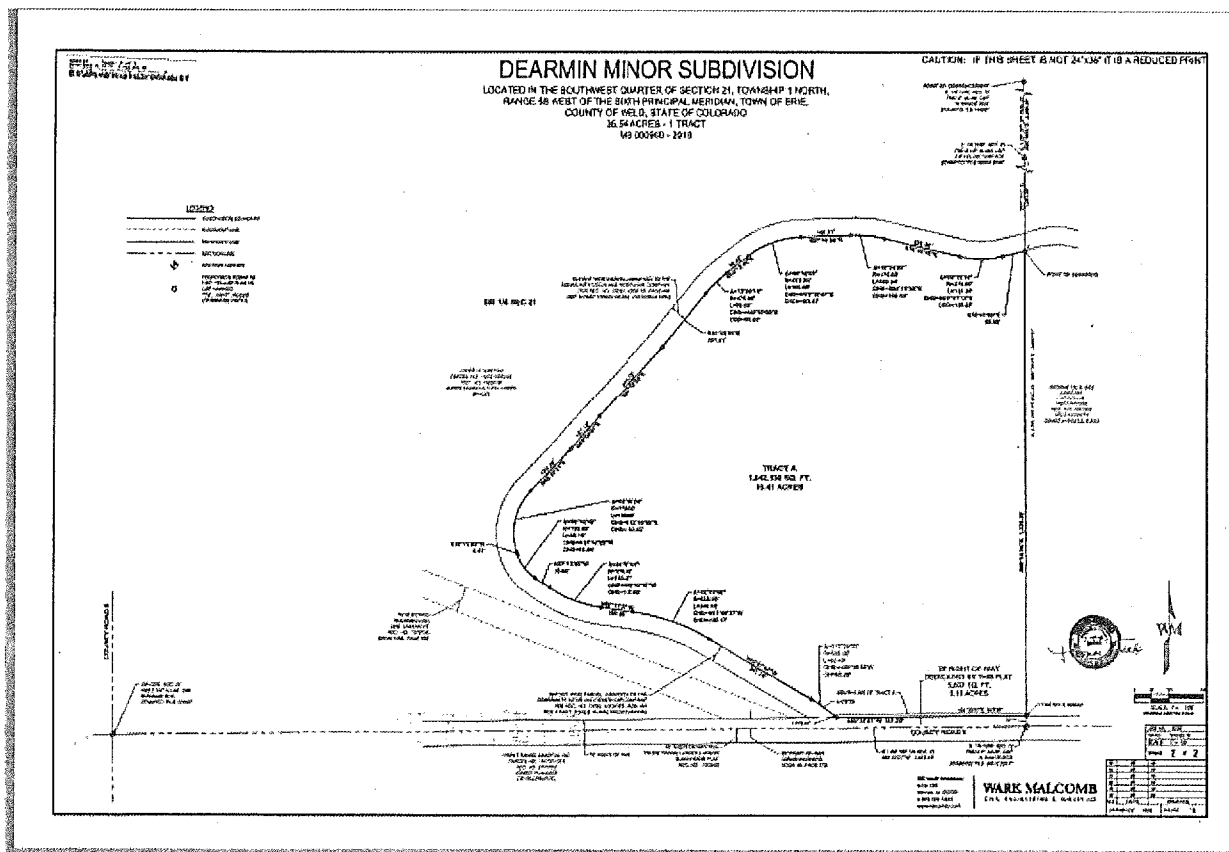
 <p>JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.581.3333 F.303.581.3339</p>	PROJECT:	DATE :	SHEET 6 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	N.A.	

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'

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

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

ALSO DEPICTED AS:



[End of Exhibit A]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1st 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: _____

Name: _____

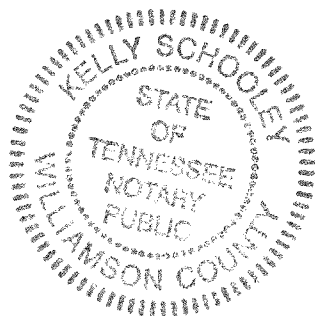
Title: _____

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: _____

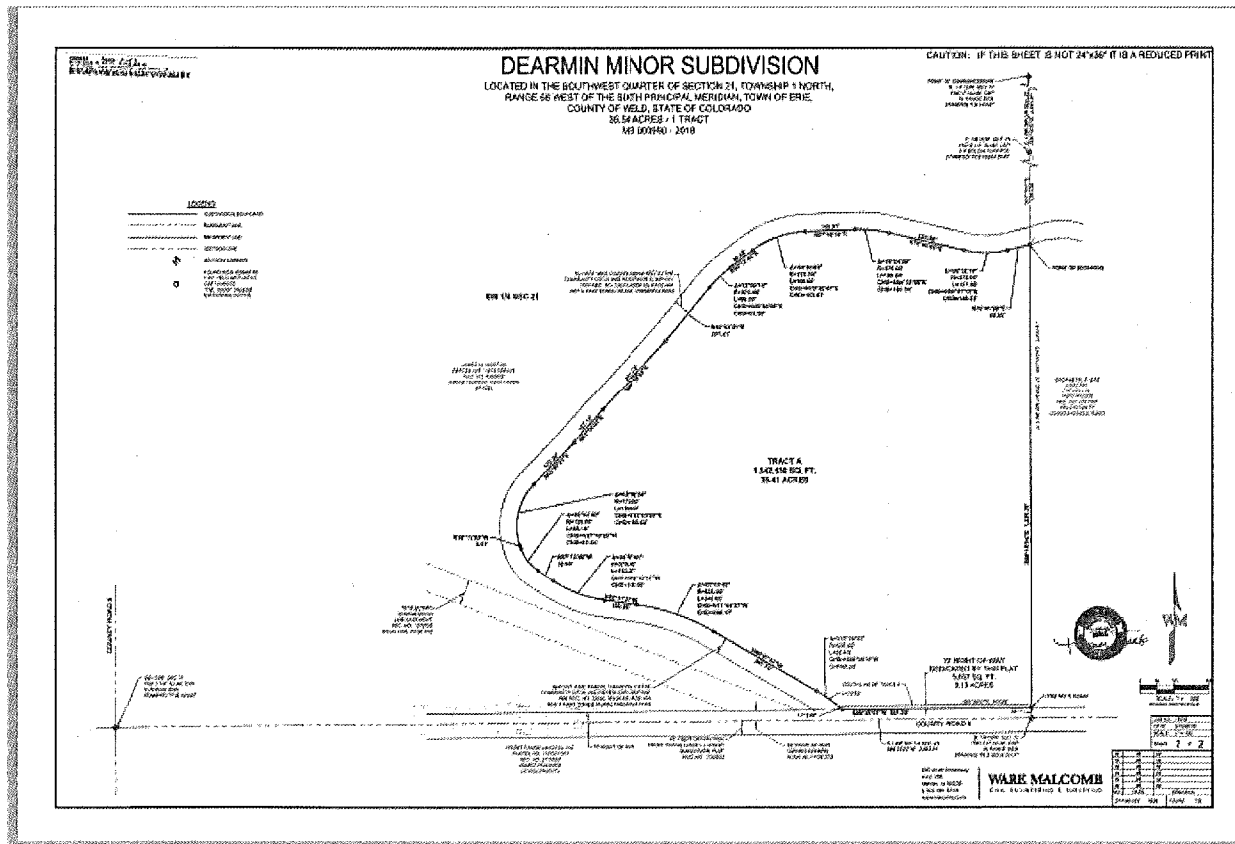
My Commission Expires May 25, 2020

Exhibit A

LEGAL DESCRIPTION OF THE LANDS

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

ALSO DEPICTED AS:



SETBACK WAIVER

This **Setback Waiver** ("*Waiver*"), is made and delivered this 3rd 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: _____

Name: _____

Title: _____

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: _____

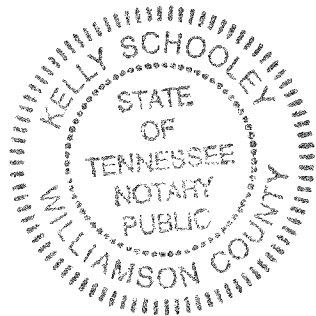


EXHIBIT A-1 to Setback WaiverDescription of Property**PARCEL A:**

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:

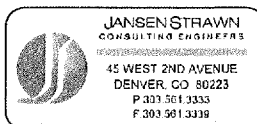
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST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



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

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

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

[illegible]

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

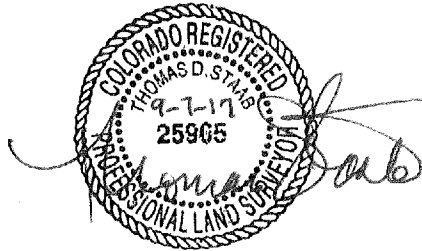
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14",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

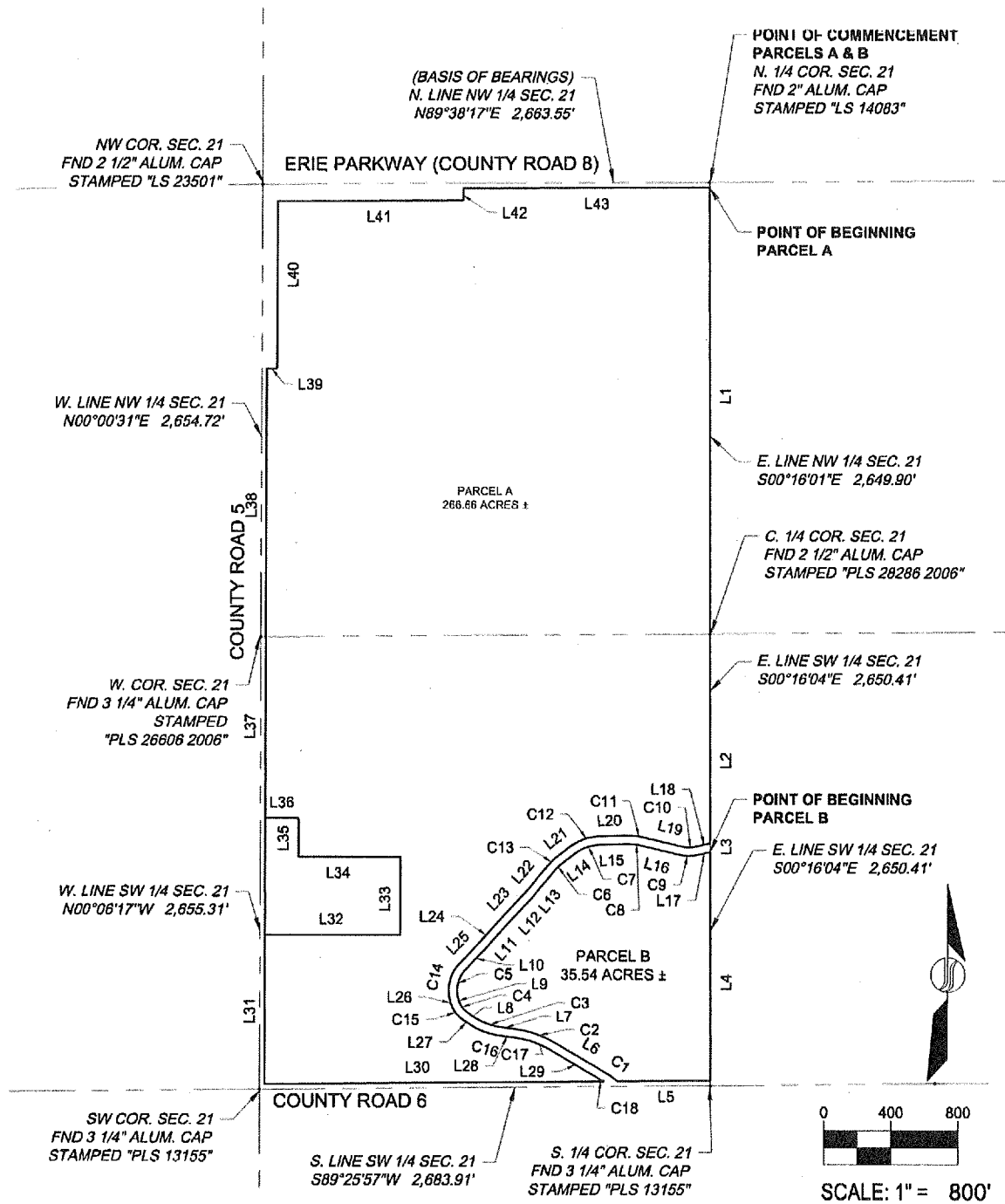
ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200 / 3937 METERS.


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



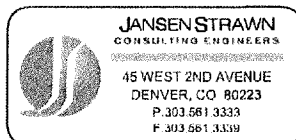
 <p>JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.561.3333 F.303.561.3339</p>	PROJECT:	DATE :	SHEET 5 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	1"=800'	

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

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

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.561.3333 F.303.561.3339	PROJECT:	DATE :	SHEET 6 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	N.A.	

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'



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

RELINQUISHMENT

THIS RELINQUISHMENT (this "Relinquishment") is effective this 3rd 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

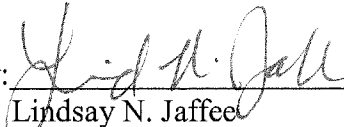
NOW THEREFORE, Anadarko Land, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has RELINQUISHED and forever QUITCLAIMED, and by these presents does RELINQUISH and forever QUITCLAIM unto Grantee,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

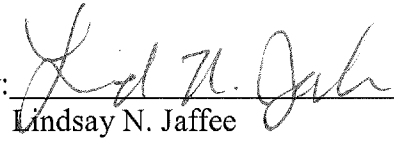
This Relinquishment is made subject to the specific understanding that all of the terms, conditions, provisions and reservations contained in the Deed and not heretofore relinquished shall continue in full force and effect with respect to all lands conveyed thereby and not covered by this Relinquishment,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

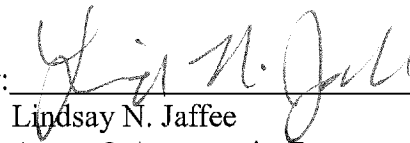
KERR-McGEE OIL & GAS ONSHORE LP

By:  ^{MH}
Lindsay N. Jaffee ₀₉
Agent & Attorney-in-Fact _{RES}

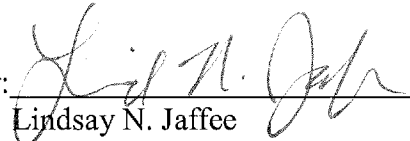
KERR-McGEE GATHERING LLC

By:  ^{MH}
Lindsay N. Jaffee ₀₉
Agent & Attorney-in-Fact _{RES}

ANADARKO LAND CORP.

By:  ^{MH}
Lindsay N. Jaffee ₀₉
Agent & Attorney-in-Fact _{RES}

ANADARKO E&P ONSHORE LLC

By:  ^{MH}
Lindsay N. Jaffee ₀₉
Agent & Attorney-in-Fact _{RES}

[End of Execution Pages]

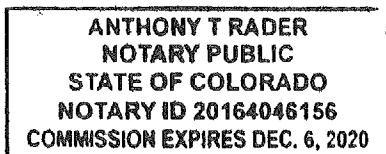
ACKNOWLEDGEMENTS

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing **AGREEMENT** was acknowledged before me this 11th 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]



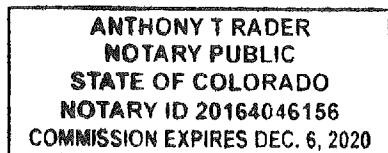
[Signature]
Notary Public
My Commission Expires: 12/6/2020

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing **AGREEMENT** was acknowledged before me this 11th 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]



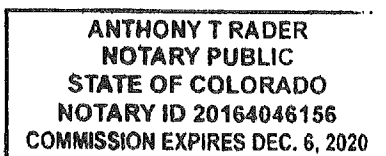
[Signature]
Notary Public
My Commission Expires: 12/6/2020

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing **AGREEMENT** was acknowledged before me this 11th 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]



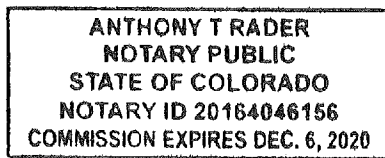
[Signature]
Notary Public
My Commission Expires: 12/6/2020

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing **AGREEMENT** was acknowledged before me this 11th 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;



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

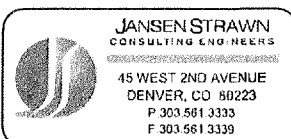
THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

- 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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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:

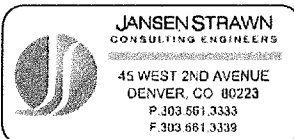
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST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



PROJECT:	DATE :	SHEET 3 OF 7
ELEVATION	8/31/17	
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14034	N.A.	

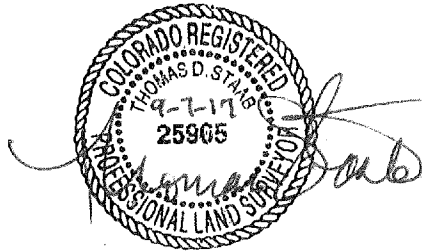
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14",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

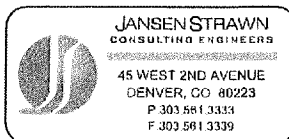
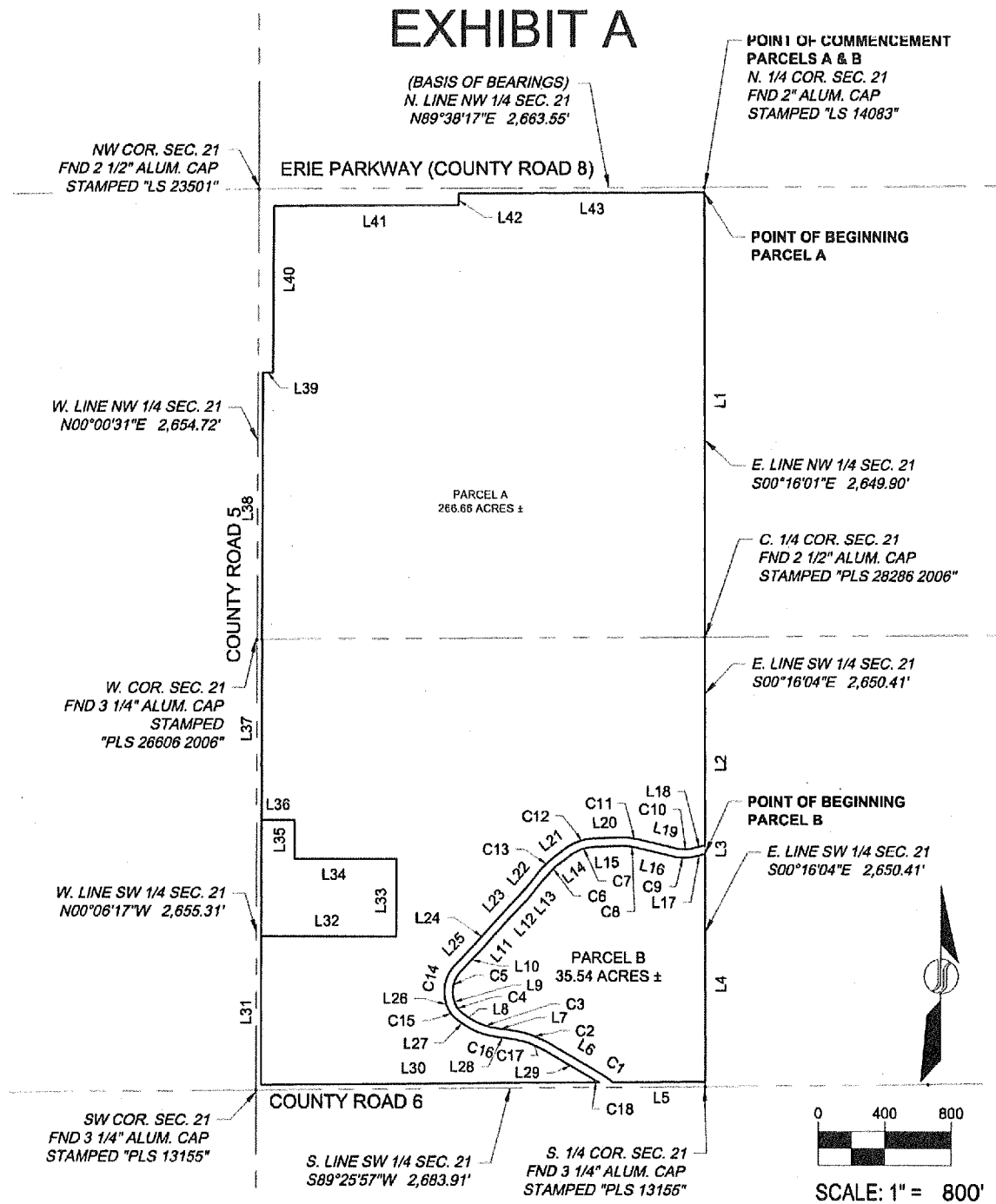
ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200 / 3937 METERS.

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



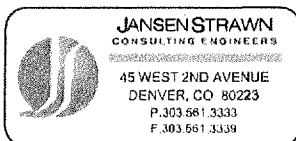
PROJECT: ELEVATION	DATE: 8/31/17	SHEET
JOB NO.: 14034	SCALE: 1"=800'	5 OF 7

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	50.68'	N57°13'46"W
L9	8.91'	N18°11'03"W
L10	170.26'	N43°57'21"E
L11	127.12'	N41°54'01"E
L12	275.73'	N43°18'24"E
L13	201.21'	N40°03'31"E
L14	80.82'	N53°12'44"E
L15	145.31'	N87°48'52"E
L16	223.90'	S76°46'42"E
L17	65.60'	N76°41'08"E
L18	77.18'	S76°41'08"W
L19	223.90'	N76°46'42"W
L20	145.31'	S87°48'52"W
L21	80.82'	S53°12'44"W
L22	199.79'	S40°03'31"W

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

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.561.3333 F.303.561.3339	PROJECT:	DATE :	SHEET 6 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	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"	825.00'	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 7 OF 7
ELEVATION	8/31/17	
JOB NO.: 14034	SCALE: N.A.	

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this 3rd 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 18th 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]

IN WITNESS WHEREOF, Grantor has executed and delivered this Right-of-Way Grant as of the date first above written.

GRANTOR:

ERIE LAND COMPANY, LLC, a Delaware
limited liability company

By: [Signature]

Name: Brian Sewer

Title: President

STATE OF Tennessee)

ss.

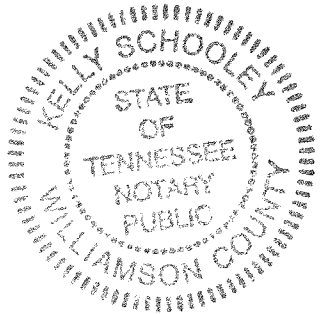
COUNTY OF Williamson)

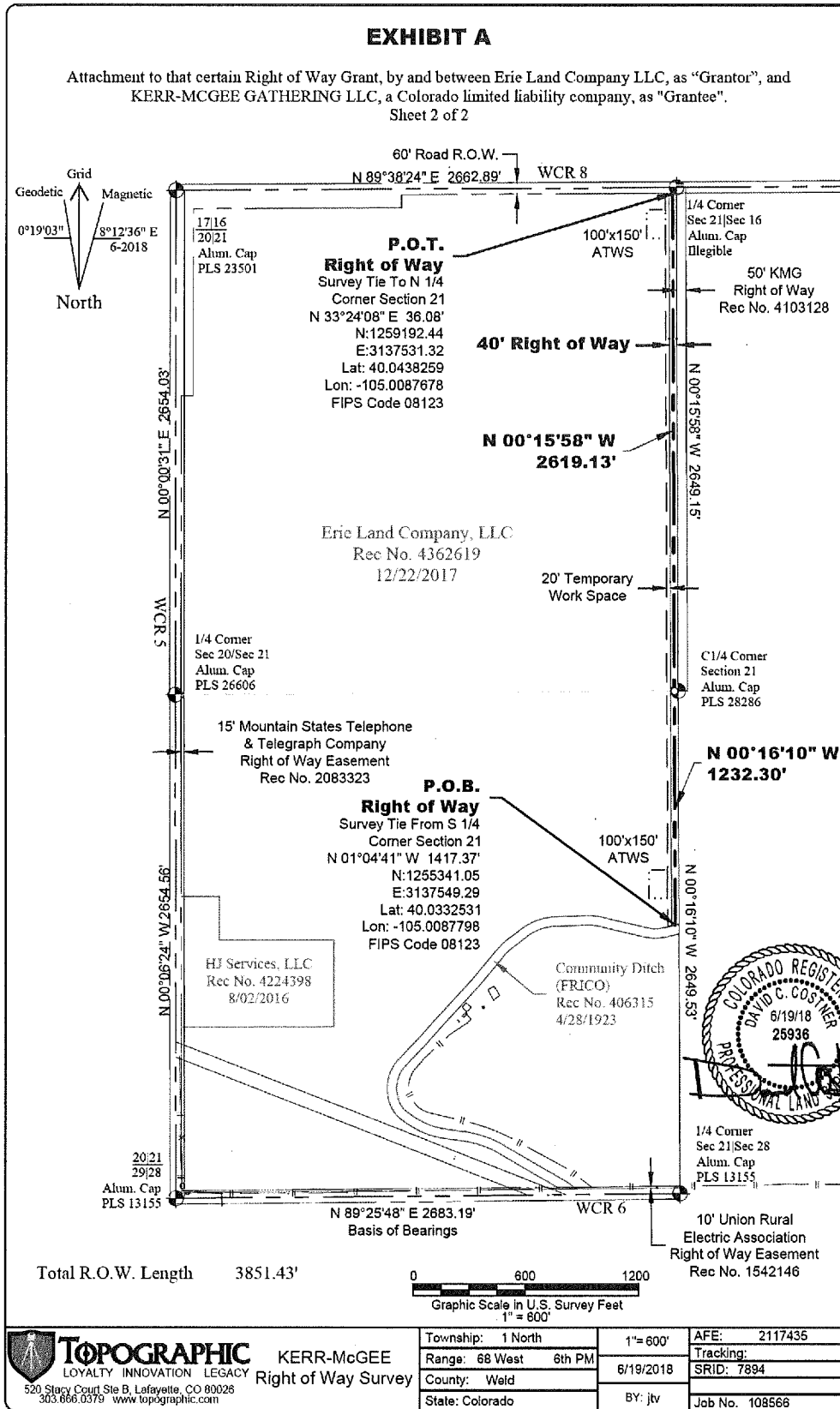
The foregoing **GRANT** was acknowledged before me this 3 day of July, 2018, by Brian Sewer as President of Erie Land Company, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official Seal.

My Commission Expires: My Commission Expires May 25, 2020

Notary Public: Kelly Schooley





EXCLUSIVE RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this 3rd 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]

IN WITNESS WHEREOF, Grantor has executed and delivered this Right-of-Way Grant as of the date first above written.

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 **GRANT** 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

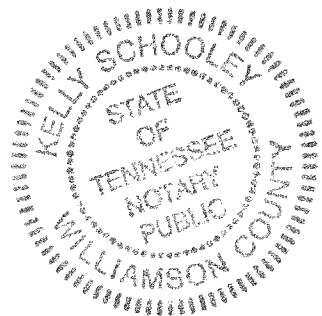


EXHIBIT "A"**EXHIBIT A**

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:

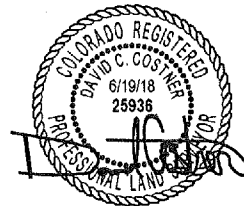
Note:

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.

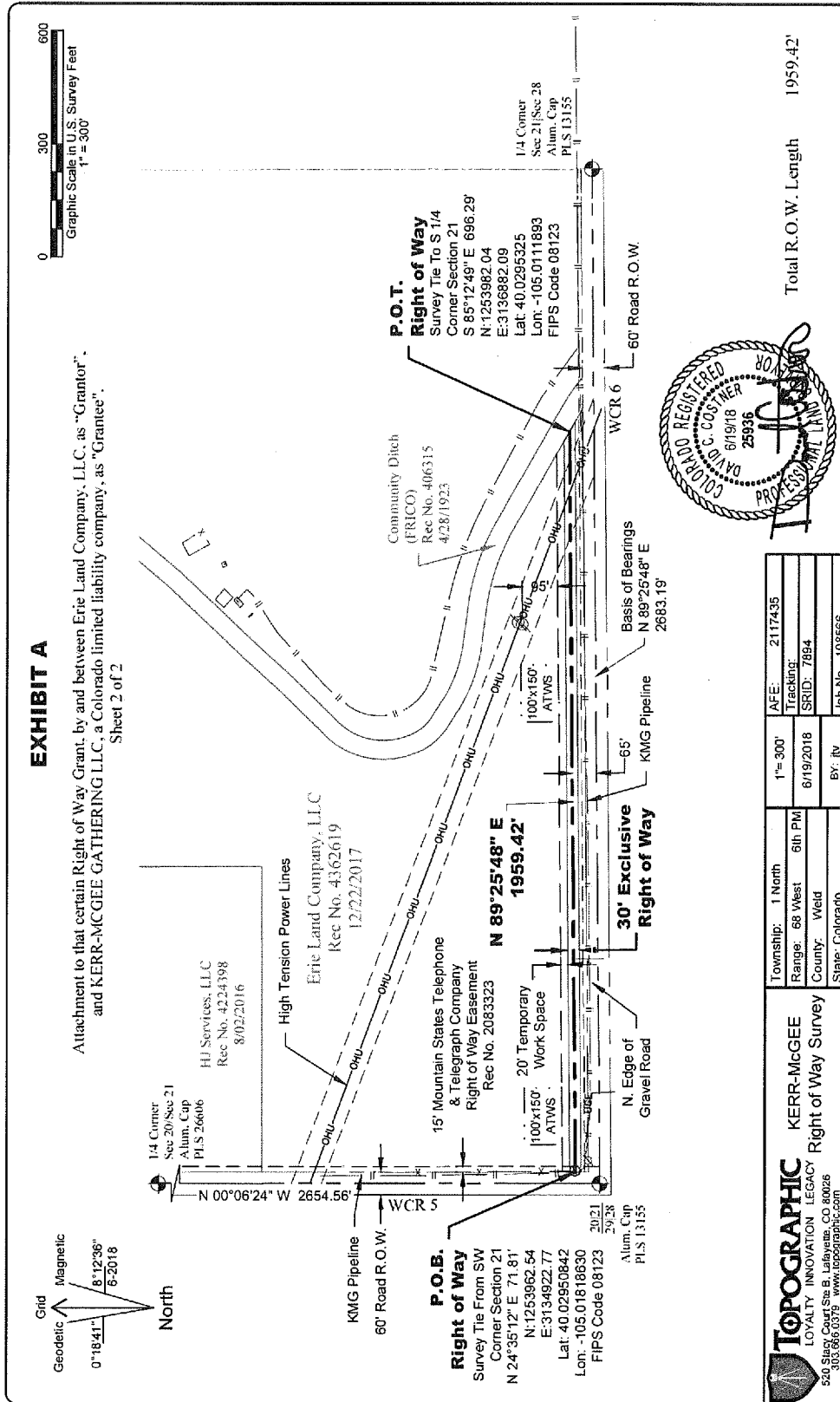
Right of Way Length: 1959.42 feet.



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

TOPOGRAPHIC 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:\GEOGURV\Weld\KERR-MCGEE GATHERING\KERR-MCGEE GATHERING.dwg User: jtv DATE: 6/19/2018 3:06:35 PM



SETBACK WAIVER

This **Setback Waiver** ("*Waiver*"), is made and delivered this 3rd 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: _____

Name: _____

Title: _____

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: _____

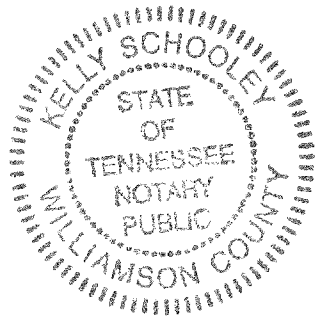


EXHIBIT A-1 to Setback WaiverDescription of Property**PARCEL A:**

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;

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

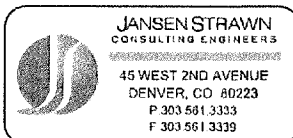
THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

- 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:	DATE :	SHEET 2 OF 7
ELEVATION	8/31/17	
JOB NO.: 14034	SCALE: N.A.	

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

[illegible]

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

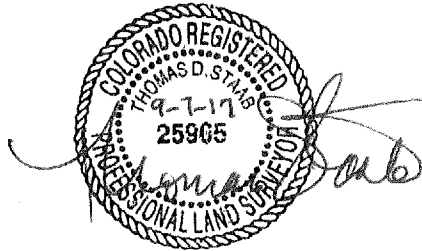
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14",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

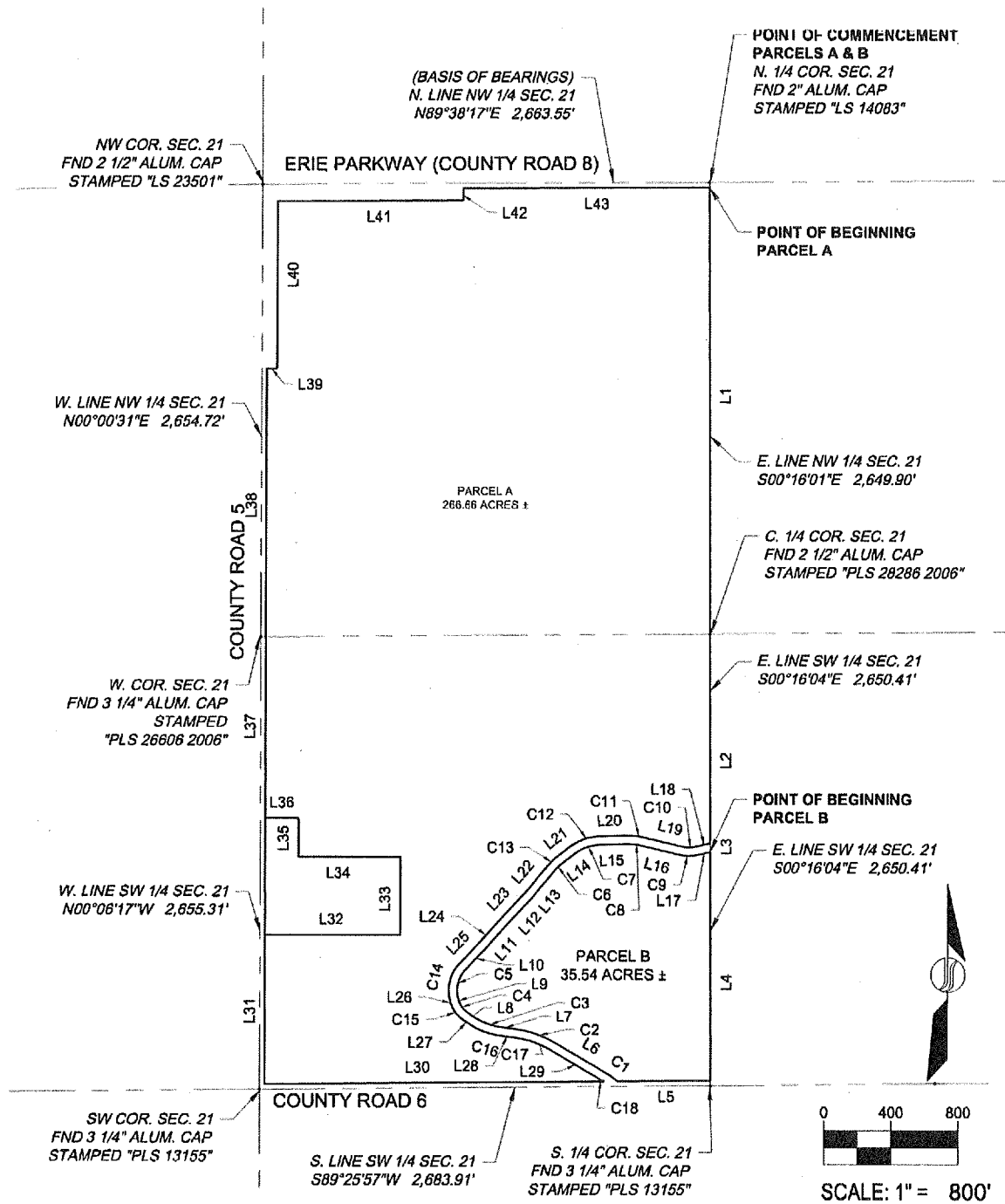
ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200 / 3937 METERS.


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



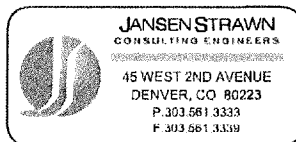
 <p>JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.561.3333 F.303.561.3339</p>	PROJECT:	DATE :	SHEET 5 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	1"=800'	

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

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

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.561.3333 F.303.561.3339	PROJECT:	DATE :	SHEET 6 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	N.A.	

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'



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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1st 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: _____

Name: _____

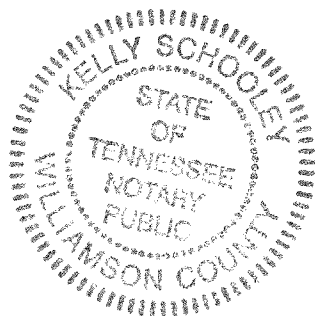
Title: _____

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]



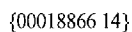
Kelly Schooley
Notary Public

My Commission Expires: _____

My Commission Expires May 25, 2020

LEGAL DESCRIPTION OF THE LANDS

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 Releasors, 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

By:

Name: Lindsay N. Jaffee

Its: Agent & Attorney-in-Fact

MM
09
RES

SURFACE OWNER

ERIE LAND COMPANY, LLC, a Delaware
limited liability company

By:

Name:

Title:

[Signature]
Brian S. [unclear]
President

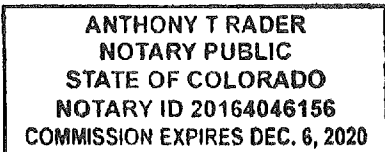
ACKNOWLEDGMENTS

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11th 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.



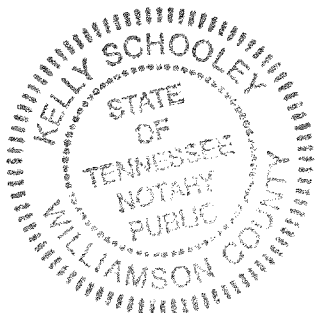
[Signature]
Notary Public

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]



Kelly Schooley
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 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

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

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



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- 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;

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P 303.581.3333 F 303.581.3339	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;

 JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P 303.661.3333 F 303.581.3339	PROJECT:	DATE :	SHEET 3 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	N.A.	

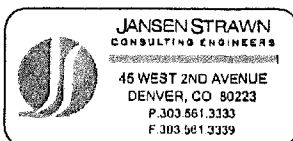
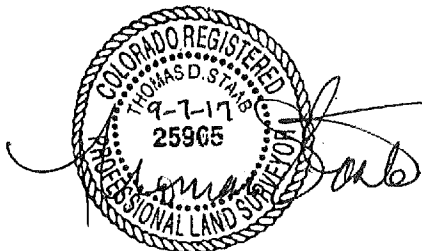
- 10) NORTH 43°57'21" EAST A DISTANCE OF 170.26 FEET;
- 11) NORTH 41°54'01" EAST A DISTANCE OF 127.12 FEET;
- 12) NORTH 43°18'24" EAST A DISTANCE OF 275.73 FEET;
- 13) NORTH 40°03'31" EAST A DISTANCE OF 201.21 FEET TO A POINT OF CURVATURE;
- 14) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°09'14",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

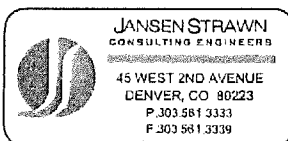
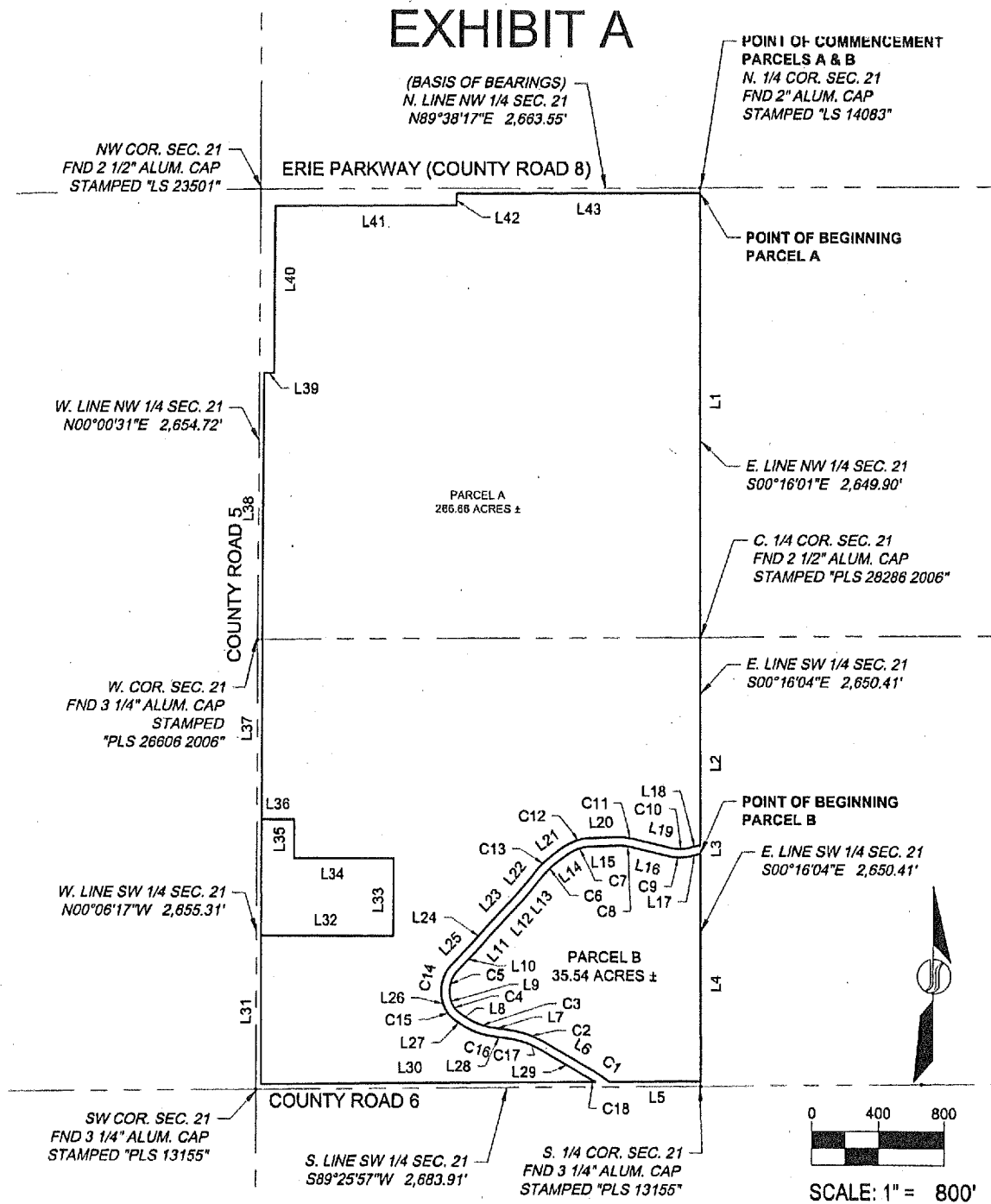
ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200 / 3937 METERS.

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



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



PROJECT:
ELEVATION
JOB NO.:
14034


DATE :
8/31/17
SCALE:
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	50.68'	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

 <p>JANSEN STRAWN CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.581.3333 F.303.581.3339</p>	PROJECT:	DATE :	SHEET 6 OF 7
	ELEVATION	8/31/17	
	JOB NO.:	SCALE:	
	14034	N.A.	

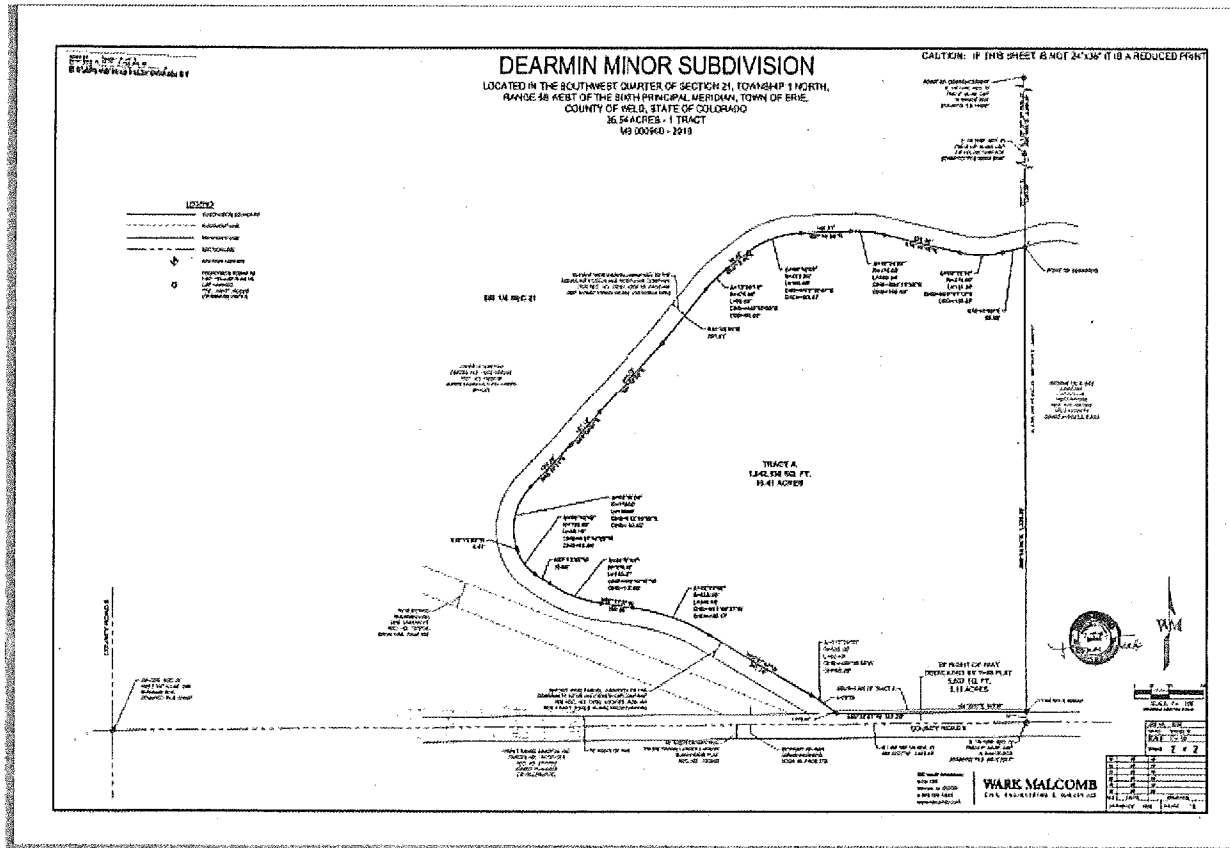
CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	010°05'03"	525.00'	92.40'	N55°05'18"W	92.28'
C2	022°03'40"	625.00'	240.65'	N71°09'37"W	239.17'
C3	024°57'41"	375.00'	163.37'	N69°42'37"W	162.08'
C4	039°02'42"	125.00'	85.18'	N37°42'25"W	83.54'
C5	062°08'24"	175.00'	189.80'	N12°53'09"E	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'

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



Chicago Title • Commonwealth Land Title Company • Fidelity National Title • Heritage Title Company

950 S Cherry St, #1414
Denver, CO 80246
Phone:

DATE: December 19, 2018
FILE NUMBER: 100-N0017870-010-TO2, Amendment No. 3
PROPERTY ADDRESS: Waste Management, Erie, CO
BUYER/BORROWER:
OWNER(S): Erie Land Company, LLC, a Delaware limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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

TO: Escrow Officer	ATTN: Title Only PHONE: FAX: (303) 633-7720 E-MAIL:
Escrow Assistant	ATTN: PHONE: E-MAIL:
Title Officer	ATTN: Eric Stearns PHONE: (303) 692-6778 E-MAIL: estearns@fnf.com
Sales Executive	ATTN: NCS Sales E-MAIL:

TO: Southern Land Company 1550 W. McEwen Dr. Suite 200 Franklin, TN 37067	ATTN: Stacey Johnston PHONE: (000) 000-0000 FAX: (000) 000-0000 E-MAIL: stacey.johnston@southernland.com
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TO: National Commercial Services Title Only 950 S Cherry St #1414 Denver, CO 80246	ATTN: Title Only PHONE: FAX: (303) 633-7720 E-MAIL:
--	--

END OF TRANSMITTAL

Commitment No: 100-N0017870-010-TO2, Amendment No. 3

1. Effective Date: December 12, 2018 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) None	\$0.00
	\$
	\$

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

A Fee Simple

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

Erie Land Company, LLC, a Delaware limited liability company

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

See Attached Legal Description

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

PREMIUMS:

Title Report	550.00
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Attached Legal Description

PARCEL A:

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

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

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

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

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

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

13) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62°08'24", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH 12°53'09" WEST A DISTANCE OF 232.24 FEET;
14) SOUTH 18°11'03" EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;
15) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°02'42", A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH 37°42'25" EAST A DISTANCE OF 116.96 FEET;
16) SOUTH 57°13'46" EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;
17) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°57'41", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH 69°42'37" EAST A DISTANCE OF 183.69 FEET;
18) SOUTH 82°11'27" EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;
19) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°03'40", A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH 71°09'37" EAST A DISTANCE OF 220.03 FEET;
20) SOUTH 60°07'47" EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;
21) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°24'14", A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH 58°55'40" EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS [BOOK 86, PAGE 273](#) OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

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

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

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

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

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

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

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

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

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

SCHEDULE B – Section 1
Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

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

END OF REQUIREMENTS

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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

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

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

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

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

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

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

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

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

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

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

16. An easement for communication and other facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded January 5, 1987 in Book 1141 at [Reception No. 2083323](#).
17. Terms, conditions, provisions, agreements and obligations specified under the Amended Special Use Agreement by and between The Town of Erie and Daniel R. Horst recorded May 1, 1990 in Book 1262 at [Reception No. 2212313](#).
18. The effect of the Communitization Agreement as Recorded November 21, 2008 at [Reception No. 3591158](#).
19. Notice of Pipeline Location by Kerr-McGee Oil & Gas Onshore LP as recorded December 11, 2007 at [Reception No. 3522838](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Settlement of Surface Damages and Grant of Rights and Waivers as set forth below:

Recording Date: December 6, 2017
Recording No.: [Reception No. 4358124](#)

21. Waste Industry Restrictions contained in Special Warranty Deeds recorded December 22, 2017 at [Reception No. 4362618](#) and [Reception No. 4362619](#).
22. Right Of Way grant to Kerr-MC Gee Gathering LLC a Colorado limited liability company as Recorded September 4, 2018 at [Reception N o. 4428219](#).
23. Right Of Way grant to Kerr-MC Gee Gathering LLC a Colorado limited liability company as Recorded September 4, 2018 at [Reception N o. 4428218](#).
24. Relinquishment unto Erie Land Company by Kerr-MC Gee Gathering LLC, Kerr McGee Oil & Gas Offshore LP and AnadarkoLand Corp and Anadarko E&P Onshore LLC as Recorded September 4, 2018 at [Reception N o. 4428217](#).
25. Terms, conditions, provisions, agreements and obligations contained in the Set Back Waiver as Recorded September 4, 2018 at [Reception N o. 4428213](#).
26. Notes and Easements as set forth on the Recorded plat for Dearmin Minor Subdivision as Recorded June 6, 2018 at [Reception No. 4405019](#).
27. Terms, conditions, provisions, agreements and obligations contained in the Model Form Recording Supplement to Operating Agreement and Financing Statement as Recorded October 9, 2018 at [Reception No. 4437212](#).
28. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as Recorded October 12, 2018 at [Reception No. 4438250](#) and at [Reception No. 4438252](#).

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

TO NCS Colorado, a division of Fidelity National Title a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: **Waste Management, Erie, CO**

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to NCS Colorado, a division of Fidelity National Title as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **NCS Colorado, a division of Fidelity National Title**, a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**ATTACHED AFFIDAVIT AND INDEMNITY 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 63, PAGE 464](#), RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

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

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

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

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

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

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

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

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

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

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

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



Fidelity National Title[®]

Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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 Schedule A and B and to the Conditions of this Commitment.

The 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 6 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 fault of the Company.

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

IN WITNESS WHEREOF, Fidelity National Title Insurance 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:

Darren Hone
Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary



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 policies 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>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that NCS Colorado, a division of Fidelity National Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

Types of Information Collected

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

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

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

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

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

How Personal Information is Collected

We may collect Personal Information about you from:

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

How Browsing Information is Collected

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

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

Security of Your Information

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

Choices With Your Information

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

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

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

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

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

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: N0022408-010-TO2-ES

1. **Effective Date:** August 5, 2019 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:
A Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
[Erie Land Company, LLC, a Delaware limited liability company](#)
4. The land referred to in this Title Report is described as follows:
See Attached Legal Description
(for informational purposes only) W 1/2 S21 T1N R68W, Frederick, CO

Attached Legal Description

A PARCEL OF LAND LOCATED IN THE WEST ONE-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 WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 ASSUMED TO BEAR NORTH 89°38'17" EAST, A DISTANCE OF 2663.55;

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21;
THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, A DISTANCE OF 79.42 FEET;
THENCE SOUTH 00°21'43" EAST A DISTANCE OF 70.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED _____, 2019 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER RECEPTION NUMBER _____ ALSO BEING THE **POINT OF BEGINNING** OF THE PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 1,116.48 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 8, 2005 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDED UNDER [RECEPTION NUMBER 3338310](#);

THENCE NORTH 00°21'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO THE WELD COUNTY ROAD 8 RIGHT-OF-WAY AS DESCRIBED IN THAT CERTAIN DOCUMENT DATED APRIL 18, 1889 IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER IN COMMISSIONER'S [BOOK 5 PAGE 205](#);

THENCE NORTH 89°38'17" EAST, COINCIDENT WITH SAID RIGHT-OF-WAY, A DISTANCE OF 218.38 FEET;
THENCE SOUTH 00°21'43" EAST, A DISTANCE OF 40.00 TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 00°21'43" EAST;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°59'58" AN ARC DISTANCE OF 23.56 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 126.22 FEET TO A TANGENT 530.50 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°27'45" AN ARC DISTANCE OF 41.32 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 90°08'48" AN ARC DISTANCE OF 23.60 FEET TO A 475.00 FOOT RADIUS COMPOUND CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 04°18'58" AN ARC DISTANCE OF 35.78 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 97.49 FEET;

THENCE SOUTH 00°10'50" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 54.91 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°21'41" AN ARC DISTANCE OF 23.66 FEET;

THENCE NORTH 89°38'19" EAST, A DISTANCE OF 169.48 FEET TO A TANGENT 45.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°20'58" AN ARC DISTANCE OF 54.47 FEET;

THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 171.15 FEET TO A 2,249.61 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 24°04'09" EAST;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°55'09" AN ARC DISTANCE OF 75.35 FEET TO A 15.00 FOOT REVERSE CURVE;

THENCE NORTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 88°51'43" ARC DISTANCE OF 23.26 FEET;

THENCE NORTH 68°59'17" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 68°59'17" EAST;

THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 88°51'42" AN ARC DISTANCE OF 23.26 FEET TO A 2,250.00 FOOT REVERSE CURVE;

THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°02'50" ARC DISTANCE OF 1.85 FEET;
THENCE SOUTH 19°49'36" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 19°49'36" EAST;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 91°11'08" AN ARC DISTANCE OF 23.87 FEET;
THENCE SOUTH 21°00'43" EAST, A DISTANCE OF 190.04 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHEASTERLY;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°42'04" AN ARC DISTANCE OF 23.22 FEET TO A 1,970.00 FOOT REVERSE CURVE;
THENCE EASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 03°41'32" ARC DISTANCE OF 126.95 FEET;
THENCE SOUTH 16°01'15" EAST, A DISTANCE OF 60.00 FEET TO A 1,910.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 16°01'15" EAST;
THENCE EASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°23'11" AN ARC DISTANCE OF 112.89 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 413.80 FEET;
THENCE NORTH 89°43'59" EAST, A DISTANCE OF 110.00 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 44.60 FEET;
THENCE NORTH 89°43'59" EAST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°43'59" EAST;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 99°02'52" AN ARC DISTANCE OF 25.93 FEET;
THENCE SOUTH 09°18'53" EAST, A DISTANCE OF 60.00 FEET TO A 1,350.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 09°18'53" EAST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°36'56" AN ARC DISTANCE OF 14.51 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 80°20'12" ARC DISTANCE OF 21.03 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 18.53 FEET;
THENCE SOUTH 89°43'59" WEST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 00°16'01" EAST, A DISTANCE OF 94.14 FEET TO A 1,240.00 FOOT RADIUS NON-TANGENT CURVE THOSE CENTER BEARS SOUTH 14°13'28" EAST;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°25'22" AN ARC DISTANCE OF 615.13 FEET;
THENCE NORTH 26°49'03" WEST, A DISTANCE OF 77.32 FEET;
THENCE SOUTH 63°10'57" WEST, A DISTANCE OF 60.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 63°10'57" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 105°16'53" AN ARC DISTANCE OF 27.56 FEET;
THENCE NORTH 42°05'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,470.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 42°05'56" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°05'50" AN ARC DISTANCE OF 28.15 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 69°13'07" ARC DISTANCE OF 18.12 FEET TO A 1,030.00 FOOT REVERSE CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°48'17" ARC DISTANCE OF 14.47 FEET;
THENCE NORTH 21°36'35" WEST, A DISTANCE OF 482.14 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
THENCE WESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°19'06" AN ARC DISTANCE OF 27.83 FEET TO A 1,910.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 01°50'28" ARC DISTANCE OF 61.37 FEET TO A 2,030.00 FOOT REVERSE CURVE;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°16'18" ARC DISTANCE OF 257.64 FEET;
THENCE SOUTH 57°30'09" WEST A DISTANCE OF 58.89 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;

THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°58'05" AN ARC DISTANCE OF 23.82 FEET TO A 2,167.55 FOOT REVERSE CURVE;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°14'15" ARC DISTANCE OF 8.98 FEET;
THENCE SOUTH 56°46'19" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 56°46'19" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°16'09" AN ARC DISTANCE OF 23.37 FEET;
THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 180.02 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°47'56" AN ARC DISTANCE OF 23.77 FEET TO A 1,912.50 FOOT REVERSE CURVE;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 10°04'15" ARC DISTANCE OF 336.15 FEET TO A 1,030.00 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 06°46'47" ARC DISTANCE OF 121.88 FEET TO A 1,347.50 FOOT REVERSE CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°58'54" ARC DISTANCE OF 23.09 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE EASTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 105°04'11" ARC DISTANCE OF 27.51 FEET;
THENCE SOUTH 32°29'51" EAST, A DISTANCE OF 60.00 FEET;
THENCE SOUTH 57°30'09" WEST, A DISTANCE OF 20.92 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE SOUTHERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°54'15" AN ARC DISTANCE OF 20.66 FEET TO A 1,347.50 FOOT RADIUS COMPOUND CURVE;
THENCE SOUTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°42'36" ARC DISTANCE OF 16.70 FEET;
THENCE SOUTH 67°53'18" WEST, A DISTANCE OF 60.00 FEET TO A 1,407.50 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 67°53'18" EAST;
THENCE SOUTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 03°50'52" AN ARC DISTANCE OF 94.53 FEET;
THENCE SOUTH 58°39'11" WEST, A DISTANCE OF 74.21 FEET TO A TANGENT 1,520.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHWESTERLY;
THENCE SOUTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°39'25" AN ARC DISTANCE OF 415.36 FEET TO A 42,886.17 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 87°48'30" WEST;
THENCE SOUTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°01'27" AN ARC DISTANCE OF 18.07 FEET;
THENCE NORTH 87°44'48" WEST, A DISTANCE OF 60.00 FEET TO A 1,520.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 13°19'43" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 08°29'03" AN ARC DISTANCE OF 225.08 FEET TO A 2,030.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 86°29'55" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°45'01" AN ARC DISTANCE OF 97.44 FEET;
THENCE NORTH 89°14'56" WEST, A DISTANCE OF 60.00 FEET TO A 1,970.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°14'56" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 07°56'46" AN ARC DISTANCE OF 273.21 FEET TO A 15.00 FOOT RADIUS COMPOUND CURVE;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 84°53'33" ARC DISTANCE OF 22.22 FEET TO A 1,131.50 FOOT REVERSE CURVE;
THENCE WESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00°30'15" ARC DISTANCE OF 9.95 FEET;
THENCE NORTH 01°35'00" WEST, A DISTANCE OF 54.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 01°35'00" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 98°05'23" AN ARC DISTANCE OF 25.68 FEET TO A 1,970.00 FOOT RADIUS COMPOUND CURVE;

THENCE NORTHERLY, COINCIDENT WITH SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 00°59'49" ARC DISTANCE OF 34.27 FEET TO A 1,530.00 FOOT REVERSE CURVE;
THENCE NORTHERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 06°40'54" ARC DISTANCE OF 178.43 FEET TO A 15.00 FOOT REVERSE CURVE;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 86°22'23" ARC DISTANCE OF 22.61 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 3.09 FEET;
THENCE NORTH 00°21'41" WEST, A DISTANCE OF 80.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'41" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 214.98 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°38'50" WEST;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°01'05" AN ARC DISTANCE OF 23.57 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°21'43" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 00°21'43" WEST, A DISTANCE OF 212.96 FEET TO A 320.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89°55'46" WEST;
THENCE NORTHERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 18°14'30" AN ARC DISTANCE OF 101.88 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 44.20 FEET TO A TANGENT 15.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHWESTERLY;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 45.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°18'44" WEST;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET;
THENCE NORTH 18°18'44" WEST, A DISTANCE OF 62.50 FEET TO A 755.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 18°17'39" WEST;
THENCE WESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 17°55'58" AN ARC DISTANCE OF 236.30 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 49.90 FEET;
THENCE NORTH 00°21'41" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°38'19" WEST, A DISTANCE OF 7.51 FEET;
THENCE NORTH 00°02'53" WEST, A DISTANCE OF 91.68 FEET;
THENCE SOUTH 89°57'07" WEST, A DISTANCE OF 2.38 FEET;
THENCE NORTH 00°01'59" EAST, A DISTANCE OF 70.00 FEET TO A 15.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°02'53" WEST;
THENCE NORTHWESTERLY, COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°03'24" AN ARC DISTANCE OF 23.58 FEET;
THENCE NORTH 00°00'31" EAST, A DISTANCE OF 589.86 FEET TO A TANGENT 36.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
THENCE NORTHEASTERLY, COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°37'46" AN ARC DISTANCE OF 56.32 FEET TO THE **POINT OF BEGINNING**.

ROBERT L. MEADOWS JR., PLS 34977

PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP

2435 RESEARCH PARKWAY, SUITE 300

COLORADO SPRINGS, CO. 80920

(719) 575-0100

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. 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.

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

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

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

10. 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.
11. Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between The Boulder Valley Coal Company and Union Pacific Railroad company and John J. Kirby and Joseph M. Kirby and Esther R. Kirby (the then owners of said property) recorded April 30, 1931 in Book 913 at Page 86.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

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

Ratification of Lease recorded December 10, 1990 at Reception No. 2235517.

Relinquishment recorded September 4, 2018 at Reception No. 4428217

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

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

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

Relinquishment recorded September 4, 2018 at Reception No. 4428217

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

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

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

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

Relinquishment recorded September 4, 2018 at Reception No. 4428217

15. 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.

16. The effect of the Communitization Agreement as Recorded November 21, 2008 at Reception No. 3591158.

17. Terms, conditions, provisions, agreements and obligations contained in the Setback Waiver as set forth below:

Recording Date: September 4, 2018
Recording No.: Reception No. 4428213

18. Terms, conditions, provisions, agreements and obligations contained in the Dearmin Zoning Map as set forth below:

Recording Date: December 19, 2018
Recording No.: Reception No. 4454695

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

Recording Date: September 4, 2018
Recording No.: Reception No. 4428217

20. Town of Erie Ordinance No. 13-2019, an ordinance of the Board of Trustees of the Town of Erie, Colorado vacating portions of Weld county Roads 5 and 8 as recorded July 18, 2019 at Reception No. 4506864.

21. Declarations of Pooling as recorded September 12, 2019 at Reception No.s 4522622, 4522623, 4522624 and 4522625.

END OF EXCEPTIONS

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

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