

**Fidelity National Title Insurance Company**  
**TITLE REPORT**  
**SCHEDULE A**

**Title Report No:** N0031408-020-TO1-ES

1. **Effective Date:** August 11, 2021 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:  
  
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) Westerly Replat 1A, Erie, CO

### **Attached Legal Description**

Lots 1 through 7, inclusive, Block 2,  
Lots 1 through 24, inclusive, Block 11  
Together with Tracts D, E, J, L, W and Z,

Westerly Filing No.1, according to the plat as recorded January 28, 2021 at Reception No. 4676396, and according to Surveyor's Affidavit of Correction as recorded January 29, 2021 at Reception No. 4677091, Town of Erie, County of Weld, State of Colorado.

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. Any and 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.

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

Note: 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.

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

9. 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.

Note: Partial Release of easement recorded November 27, 2019 at Reception No. 4545099 and as corrected by instrument recorded June 5, 2020 at Reception No. 4596617.

10. 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.
11. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:  
  
Recording Date: September 27, 1940  
Recording No.: Book 1068 at Page 421
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.

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

Note: Declaration of Pooling recorded July 29, 2019 at Reception No. 4509251.

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.

Note: Notice of Oil and Gas Interest and Surface Use recorded December 7, 2000 at Reception No. 2811875 and Reception No. 2811876 in connection with the above lease.

Note: Notice of Pipeline Location recorded December 11, 2007 at Reception No. 3522838.

Note: 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.

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

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

Note: Declaration of Pooling recorded July 29, 2019 at Reception Nos. 4509252 and 4509253 and 4509254.

Note: Declaration of Pooling recorded September 12, 2019 at Reception Nos. 4522621 and 4522622 and 4522623 and 4522624 and 4522625 and 4522636.

Note: Declaration of Pooling recorded November 20, 2019 at Reception No. 4543020.

Note: Declaration of Pooling recorded November 21, 2019 at Reception Nos. 4543546 and 4543547 and 4543548 and 4543549.

14. 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.

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

16. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Settlement of Surface Damages and Grant of Rights and Waivers with Kerr-McGee Oil & Gas Onshore LP as set forth below:

Recording Date: December 6, 2017  
Recording No.: Reception No. 4358124

Note: Amendment to Surface Damage Agreement recorded December 19, 2017 at Reception No. 4361554.

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 Exclusive Right-of-Way Grant as set forth below:

Recording Date: September 4, 2018  
Recording No.: Reception No. 4428218 and Reception No. 4428219

Affects Tract L

19. 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

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

Recording Date: January 11, 2019  
Recording No.: Reception No. 4459419

Affects Tract L

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

Recording Date: January 11, 2019  
Recording No.: Reception No. 4459420

Affects Tract L

22. Right-of-Way and Easement agreement as recorded February 27, 2019 at Reception No. 4469681.

23. Ordinance No. 13-2019 of the Town of Erie, vacating a portion of Weld County roads 5 and 8 as set forth in instrument:

Recording Date: July 18, 2019  
Recording No.: Reception No. 4506864

24. Terms, conditions, provisions, agreements and obligations contained in the Swink Annexation and Dearmin East Agreement attached and made a part of the Town of Erie Ordinance No. 10-2020 as set forth below:

Recording Date: February 27, 2020  
Recording No.: Reception No. 4570092

25. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Westerly Metropolitan District No. 2, as evidenced by instrument(s)

Recording Date: June 24, 2020  
Recording No.: Reception No. 4602017

26. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Westerly Metropolitan District No. 4, as evidenced by instrument(s)

Recording Date: June 24, 2020  
Recording No.: Reception No. 4602019

27. Terms, conditions, provisions, agreements and obligations contained in the Westerly – P.U.D. Overlay District Development Plan as set forth below:

Recording Date: August 14, 2020  
Recording No.: Reception No. 4619411

28. Subject to the effect of the Westerly – Zoning Map as set forth in instrument:

Recording Date: August 17, 2020

Recording No.: Reception No. 4619843

29. Terms, conditions, provisions, agreements and obligations contained in the Joint Resolution of the Board of Directors of the Westerly Metropolitan Districts Nos. 1-4, Concerning the Imposition of Capital Facilities Fee as set forth below:

Recording Date: January 6, 2021  
Recording No.: Reception No. 4668307

30. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement ( Westerly Filing No. 1 ) as set forth below:

Recording Date: January 28, 2021  
Recording No.: Reception No. 4676400

31. Notes easements , conditions, provisions, agreements and obligations contained and set forth on the plat of Westerly Filing No. 1 as set forth below

Recording Date: January 28, 2021  
Recording No.: Reception No. 4676396

Affidavit of Correction

Recording Date: January 29, 2021  
Recording No.: Reception No. 4677091

32. Terms, conditions, provisions, agreements, easements and obligations contained in the Westerly – P.U.D. Overlay District as set forth below:

Recording Date: February 9, 2021  
Recording No.: Reception No. 4680754

33. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$24,100,000.00  
Trustor/Grantor: Erie Land Company, LLC, a Delaware limited liability company  
Trustee: Public Trustee of Weld County  
Beneficiary: Flagstar Bank, FSB  
Recording Date: February 8, 2021  
Recording No.: Reception No. 4680267

#### END OF EXCEPTIONS

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

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

### **LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

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

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

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

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.



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

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

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

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



ALT/NSPS LAND TITLE SURVEY

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

LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID 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:

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

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

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

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

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

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

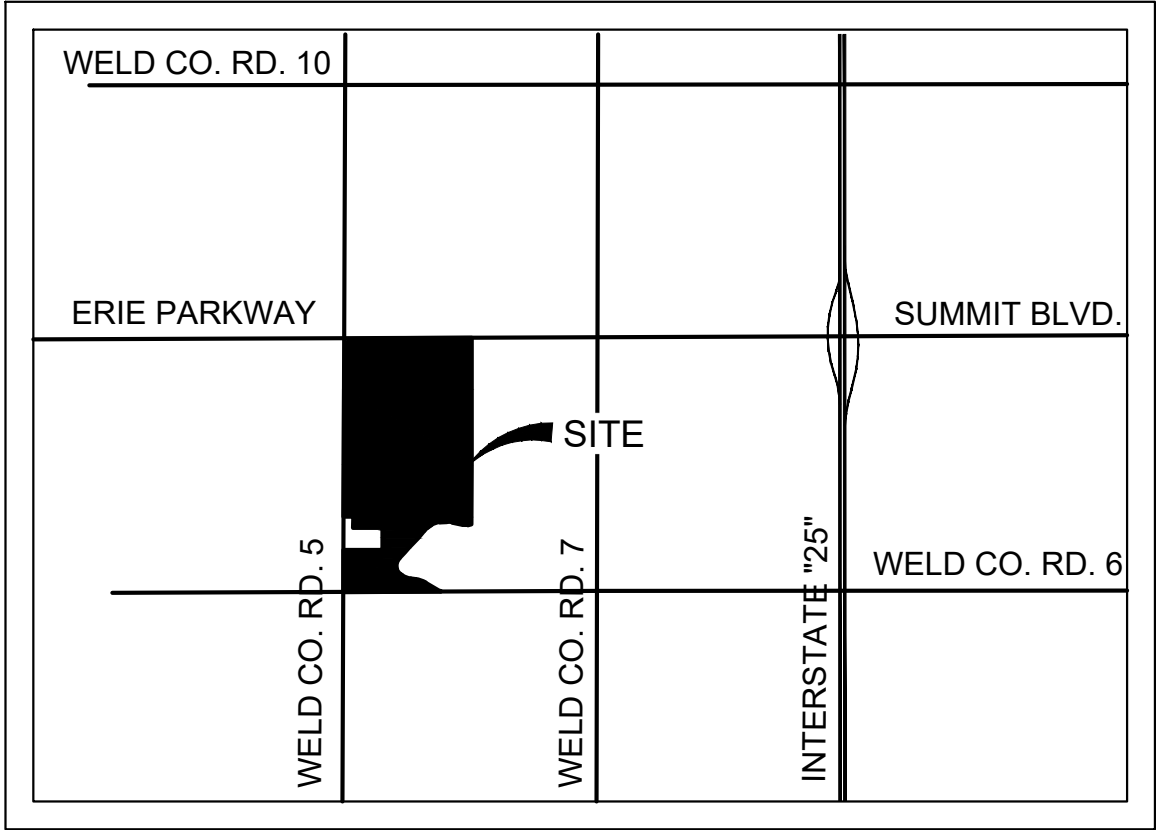
- THENCE NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;
- THENCE NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;

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

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

- THENCE NORTH 00°00'31" EAST A DISTANCE OF 990.23 FEET TO A POINT OF CURVATURE;
- THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°37'46", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.29 FEET AND A CHORD THAT BEARS NORTH 44°49'24" EAST A DISTANCE OF 28.19 FEET;
- THENCE NORTH 89°38'17" EAST A DISTANCE OF 1,116.48 FEET TO THE EASTERLY LINE OF ERIE PARKWAY AS DESCRIBED IN RECEPTION NO. 33338310;
- THENCE NORTH 00°21'43" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

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



TITLE COMMITMENT NOTES:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT NO. N0017870-010-TO2-ES, AMENDMENT NO.4 PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 2, 2020 AT 8:00 A.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON HEREON.

SCHEDULE B, EXCEPTIONS WITH (SURVEYOR'S NOTES):

(SURVEYOR'S NOTE: ITEMS 1-7 WERE NOT EXAMINED BY MATRIX DESIGN GROUP, INC.).

- RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF (1) OIL, COAL AND OTHER MINERALS UNDERLYING THE LAND, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 11, 1911 IN BOOK 320 AT PAGE 61, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN (SECTION 21).

THE EFFECT OF RELEASE AND QUITCLAIM DEED RECORDED DECEMBER 17, 1998 AT RECEPTION NO. 2661201.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT BY RME PETROLEUM COMPANY AND RME LAND CORP. (FKA UNION PACIFIC RESOURCES COMPANY AND UNION PACIFIC LAND RESOURCES) RECORDED FEBRUARY 28, 2002 AT RECEPTION NO. 2954716.

RELINQUISHMENT RECORDED SEPTEMBER 4, 2018 AT RECEPTION N O. 4428217.

(SURVEYOR'S NOTE: THE PRECEDING DOCUMENTS HAVE BEEN SUBSEQUENTLY RELINQUISHED AND NO LONGER ENCUMBER THE SUBJECT PROPERTY).

- AN EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC. BY THE INSTRUMENT RECORDED FEBRUARY 2, 1970 IN BOOK 620 AT RECEPTION NO. 1542146.

(SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).

- AN EASEMENT FOR ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES GRANTED TO THE UNITED STATES OF AMERICA BY THE INSTRUMENT RECORDED APRIL 5, 1958 IN BOOK 1266 AT PAGE 552.

(SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).

- AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY THE INSTRUMENT RECORDED MAY 7, 1930 IN BOOK 894 AT PAGE 390.

(PARTIAL RELEASE RECORD 4545099).

(SURVEYOR'S NOTE: A CORRECTIVE PARTIAL RELEASE RELATED TO THIS ITEM WAS RECORDED ON MAY 5, 2020 AT RECEPTION NO. 4596617. THE SUBJECT EASEMENT NO LONGER ENCUMBERS THE SUBJECT PROPERTY).

- 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.

(SURVEYOR'S NOTE: THE PRECEDING DOCUMENTS HAVE BEEN SUBSEQUENTLY RELINQUISHED FOR THE ENTIRE SUBJECT PARCEL AND NO LONGER ENCUMBER THE SUBJECT PROPERTY).

- ALL OIL, GAS AND ASSOCIATED LIQUID HYDROCARBONS AS GRANTED TO CHAMPLIN PETROLEUM COMPANY BY MINERAL DEED RECORDED NOVEMBER 30, 1972 IN BOOK 681 AT RECEPTION NO. 1602712, AND THE TERMS AND CONDITIONS CONTAINED THEREIN, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN. (NW 1/4, EXCEPT COMMUNITY DITCH RIGHT OF WAY OF SECTION 21).

RATIFICATION OF LEASE RECORDED DECEMBER 10, 1990 AT RECEPTION NO. 2235517.

RELINQUISHMENT RECORDED SEPTEMBER 4, 2018 AT RECEPTION NO. 4428217.

(SURVEYOR'S NOTE: THE PRECEDING DOCUMENTS HAVE BEEN SUBSEQUENTLY RELINQUISHED FOR THE ENTIRE SUBJECT PARCEL AND NO LONGER ENCUMBER THE SUBJECT PROPERTY).

- 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 ENCANIA OIL & GAS INC. AND NON-OPERATOR PARTIES ALL AS SET FORTH IN SAID INSTRUMENT AS RECORDED JUNE 22, 2015 AT RECEPTION NO. 4117884, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT BY ENCANIA OIL & GAS INC. AND NON-OPERATOR PARTIES ALL AS SET FORTH IN SAID INSTRUMENT AS RECORDED JUNE 22, 2015 AT RECEPTION NO. 4117885, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT BY ENCANIA OIL & GAS INC. AND NON-OPERATOR PARTIES ALL AS SET FORTH IN SAID INSTRUMENT AS RECORDED OCTOBER 9, 2018 AT RECEPTION NO. 4437212, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

RELINQUISHMENT RECORDED SEPTEMBER 4, 2018 AT RECEPTION NO. 4428217.

DECLARATIONS OF POOLING RECORDED JULY 29, 2019 AT RECEPTION NO. 4509251 AND JULY 29, 2019 AT RECEPTION NO. 4509252

(SURVEYOR'S NOTE: THE PRECEDING DOCUMENTS WERE HAVE BEEN SUBSEQUENTLY RELINQUISHED FOR THE ENTIRE SUBJECT PROPERTY AND NO LONGER ENCUMBER THE SUBJECT PROPERTY).

- 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.

(SURVEYOR'S NOTE: THE PRECEDING DOCUMENTS WERE HAVE BEEN SUBSEQUENTLY RELINQUISHED FOR THE ENTIRE SUBJECT PROPERTY AND NO LONGER ENCUMBER THE SUBJECT PROPERTY).

- AN EASEMENT FOR COMMUNICATION AND OTHER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY THE INSTRUMENT RECORDED JANUARY 5, 1987 IN BOOK 1141 AT RECEPTION NO. 2083323.

(SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).

- TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE AMENDED SPECIAL USE AGREEMENT BY AND BETWEEN THE TOWN OF ERIE AND DANIEL R. HORST RECORDED MAY 1, 1990 IN BOOK 1262 AT RECEPTION NO. 2212313.

(SURVEYOR'S NOTE: THIS DOCUMENT APPEARS TO AFFECT THE SUBJECT PROPERTY, HOWEVER, EXHIBIT "A" OF THE DOCUMENT WHICH IS APPARENTLY INTENDED TO DESCRIBE THE DOCUMENT'S SUBJECT PROPERTY IS REFERENCED BUT NOT CONTAINED WITHIN THE DOCUMENT).

- THE EFFECT OF THE COMMUNITIZATION AGREEMENT AS RECORDED NOVEMBER 21, 2008 AT RECEPTION NO. 3591158.

(SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS THAT PORTION OF THE SUBJECT PROPERTY LOCATED IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21).

- NOTICE OF PIPELINE LOCATION BY KERR-MCGEE OIL & GAS ONSHORE LP AS RECORDED DECEMBER 11, 2007 AT RECEPTION NO. 3522838.

(SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY. THE EASEMENT AREA IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).

- TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES AND GRANT OF RIGHTS AND WAIVERS AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 6, 2017 RECORDING NO. :RECEPTION NO. 4358124.

(SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY. THE AREA IS GRAPHICALLY SHOWN HEREON AS DEARMIN MINOR SUBDIVISION).

TITLE COMMITMENT CONTINUED:

- WASTE INDUSTRY RESTRICTIONS CONTAINED IN SPECIAL WARRANTY DEEDS RECORDED DECEMBER 22, 2017 AT RECEPTION NO. 4362618 AND RECEPTION NO. 4362619.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
- RIGHT OF WAY GRANT TO KERR-MCGEE GATHERING LLC A COLORADO LIMITED LIABILITY COMPANY AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION NO. 4428219.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON)
- RIGHT OF WAY GRANT TO KERR-MCGEE GATHERING LLC A COLORADO LIMITED LIABILITY COMPANY AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION NO. 4428218.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
- RELINQUISHMENT UNTO ERIE LAND COMPANY BY KERR-MCGEE GATHERING LLC, KERR MCGEE OIL & GAS OFFSHORE LP AND ANADARKOLAND CORP AND ANADARKO E&P ONSHORE LLC AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION NO. 4428217.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY. THIS DOCUMENT RELINQUISHES ITEM NUMBERS 8, 12, 13, 14, 15).
- TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SET BACK WAIVER AS RECORDED SEPTEMBER 4, 2018 AT RECEPTION NO. 4428213.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
- NOTES AND EASEMENTS AS SET FORTH ON THE RECORDED PLAT FOR DEARMIN MINOR SUBDIVISION AS RECORDED JUNE 6, 2018 AT RECEPTION NO. 4405019.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY. THE AREA IS SHOWN AND IDENTIFIED HEREON).
- (SURVEYOR'S NOTE: THE TITLE COMMITMENT NO. N0017870-010-TO2-ES, AMENDMENT NO.4 PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 2, 2020 AT 8:00 A.M., GOES FROM ITEM 26 DIRECTLY TO ITEM 28, SKIPPING ITEM 27.)
- TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE MEMORANDUM OF AGREEMENT AS RECORDED OCTOBER 12, 2018 AT RECEPTION NO. 4438250 AND AT RECEPTION NO. 4438252.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
- THOSE MATTERS SET FORTH AND SHOWN ON THE DEARMIN ZONING MAP RECORDED DECEMBER 19, 2018 AT RECEPTION NO. 4454695.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).
- EASEMENT FOR PIPELINES GRANTED TO KERR-MCGEE GATHERING LLC AS CONTAINED IN EXCLUSIVE RIGHT-OF-WAY GRANT RECORDED JANUARY 11, 2019 AT RECEPTION NO. 4459419.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).
- EASEMENT FOR PIPELINES GRANTED TO KERR-MCGEE GATHERING LLC AS CONTAINED IN EXCLUSIVE RIGHT-OF-WAY GRANT RECORDED JANUARY 11, 2019 AT RECEPTION NO. 4459420.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).
- 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.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN THIS DOCUMENT DOES NOT ENCUMBER THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN AND IDENTIFIED HEREON).
- DECLARATIONS OF POOLING AS RECORDED SEPTEMBER 12, 2019 AT RECEPTION NO.S 4522622, 4522623, 4522624 AND 4522625.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION CITED IN RECEPTION NO.S 4522622, 4522623 & 4522624 DOES NOT ENCUMBER THE SUBJECT PROPERTY. THE LEGAL DESCRIPTION CITED IN RECEPTION NO 4522625 DOES ENCUMBERS THE WEST HALF OF THE WEST HALF OF SAID SECTION 21.)
- TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENT AS CONTAINED IN THE EASEMENT AGREEMENT AS SET FORTH BELOW:
- RECORDING DATE: NOVEMBER 20, 2019. RECORDING NO.: RECEPTION NO. 4543148.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN HEREON).
- TOWN OF ERIE ORDINANCE NO 10-2020 REGARDING APPROVING THE SWINK ANNEXATION AND THE SWINK ANNEXATION AND DEARMIN EAST AGREEMENT AS RECORDED FEBRUARY 27, 2020 AT RECEPTION NO. 4570092.
- (SURVEYOR'S NOTE: THE LEGAL DESCRIPTIONS CITED IN THESE DOCUMENTS DESCRIBE A PARCEL OF LAND THAT ENCUMBERS AND COMPLETELY ENCOMPASSES THE SUBJECT PROPERTY).

SURVEYOR'S CERTIFICATION:

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

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 11, 13, AND 17 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED IN MAY 2019.




JEFFREY A. MILLER  
COLORADO LICENSED  
PROFESSIONAL LAND SURVEYOR NO. 38467  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

ALTA / NSPS LAND SURVEY DEPOSITING CERTIFICATE:

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

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

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

PREPARED BY:		ALTA/NSPS LAND TITLE SURVEY	
 <b>Matrix</b>		LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO	
		DRAWN BY: RLM CHECKED BY: JAM	SCALE: 1" = NA  DATE ISSUED: JUNE 22, 2020 SHEET 1 OF 2 SHEETS

SHEET INDEX

- SHEET 1 - TITLE SHEET  
SHEET 2 - BOUNDARY AND GRAPHIC



# ALT/NSPS LAND TITLE SURVEY

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

## GENERAL NOTES:

- THE BASIS OF BEARINGS FOR THIS MAP IS THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE NORTH END BY A FOUND 2-1/2 INCH ALUMINUM CAP WITHIN A MONUMENT CASING STAMPED WITH THE APPROPRIATE TEXT AND SYMBOLOGY FOR THE NORTHWEST CORNER OF SECTION 21 AND "LS 23501" AND MONUMENTED ON THE SOUTH END BY A FOUND 3-1/4 INCH ALUMINUM CAP WITHIN A MONUMENT CASING STAMPED WITH THE APPROPRIATE TEXT AND SYMBOLOGY FOR THE WEST ONE-QUARTER CORNER OF SECTION 21 AND "PLS 26606" BEARING NORTH 00°00'31" EAST A DISTANCE OF 2654.72 FEET BETWEEN SAID MONUMENTS.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- AT THE TIME OF THE SURVEY THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK OR SIGNS OF CONSTRUCTION ACTIVITY.
- PROPERTY ADDRESS PER PUBLIC RECORD: NOT ASSIGNED VACANT PROPERTY. TAX SCHEDULE NUMBER OF PROPERTY AFFECTED AT THE TIME OF SURVEY: 146721301002 AND 146721000030
- THE PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08013C0583J, EFFECTIVE DECEMBER 18, 2012.
- THE 50 FOOT WIDE STRIP ENCOMPASSING THE PHYSICAL COMMUNITY DITCH WAS DESCRIBED BOOK 63 PAGE 464 AS A CONTINUOUS DITCH MEANDERING THROUGH SECTION 21 WITH NO SPECIFIC LOCATION PROVIDED. IT IS APPARENT THAT AN UNRECORDED SURVEY OF THE WEST ONE-HALF OF SECTION 21 PERFORMED BY CVL CONSULTANTS (PLS 35593) AND LATER RETRACED ON MAP REFERENCE 4 SURVEYED THE APPROXIMATE PHYSICAL CENTERLINE OF THE DITCH AND DOCUMENTED THE 50 FOOT WIDE STRIP SURVEY BY CITING SPECIFIC BEARINGS AND DISTANCES AND SETTING SURVEY MONUMENTS IN THE FIELD. SUBSEQUENT TO THE UNRECORDED SURVEY AND APPARENTLY WITHOUT KNOWLEDGE OF THE PRIOR SURVEY'S EXISTENCE, THE AUTHORS OF MAP REFERENCE 3 AND LATER 5 PERFORMED A SIMILAR MONUMENTED PROCEDURE IN THE EAST ONE-HALF OF SECTION 21. THIS INTERPRETATION OF THE DITCH IN THE EAST ONE-HALF OF SECTION 21 DIFFERS FROM THE ONE PERFORMED IN THE WEST ONE-HALF OF SECTION 21 BY APPROXIMATELY 6 FEET PRODUCING A 5.89 FOOT JOG AT THE NORTH-SOUTH CENTER SECTION LINE. THE SURVEY PERFORMED HERON DOCUMENTS AND ACCEPTS THIS JOG AT THE NORTH-SOUTH CENTERLINE OF SECTION 21.
- UTILITY INFORMATION SHOWN HEREON IS FROM APPARENT SURFACE EVIDENCE COMBINED WITH MARKINGS FROM AN OUTSIDE UTILITY LOCATING COMPANY. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, EXCAVATION MAY BE REQUIRED. INTERESTED PARTIES REQUIRING MORE COMPLETE LOCATION INFORMATION ARE DIRECTED TO CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR ON-SITE MARKING OF UNDERGROUND UTILITIES, PRIOR TO EXCAVATION.
- AT THE TIME OF THIS SURVEY, THERE ARE PROPOSED CHANGES IN STREET RIGHT-OF-WAYS. SUBDIVISION PLATTING OF THE SUBJECT PARCEL INCLUDING INTERIOR ROADWAY LAYOUT AND DEDICATION IS CURRENTLY IN PROCESS.
- THE SUBJECT PROPERTY DESCRIPTION YIELDS A CALCULATED AREA OF 11,679,149 SQ. FT. (268.11637 ACRES) MORE OR LESS.

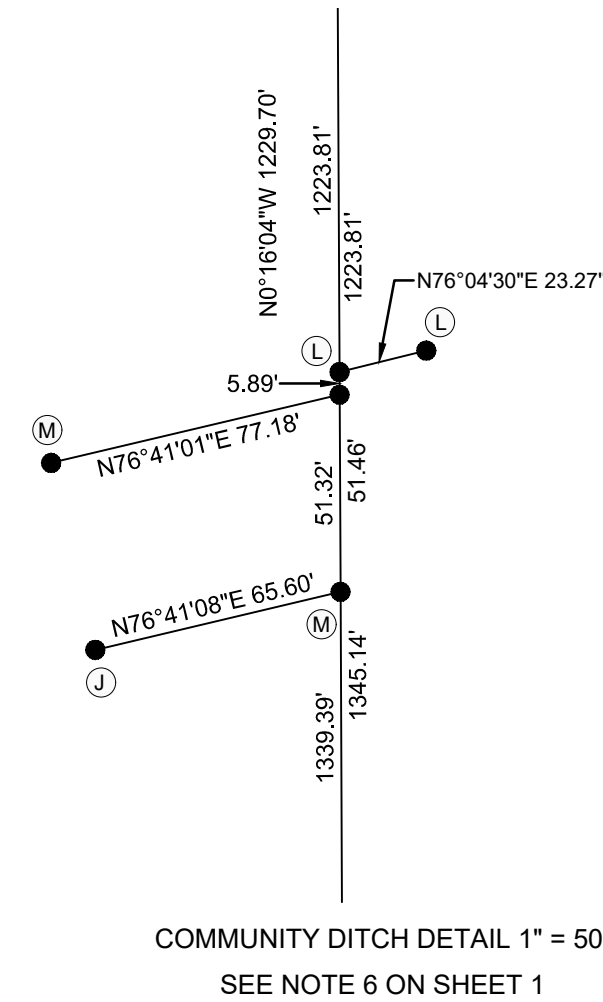
## MONUMENTATION LEGEND

- A - INDICATES A FOUND REBAR WITH 2-1/2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE NORTHWEST CORNER OF SECTION 21 AND "POWERS ELEVATION COMPANY 1993 PLS 23501" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1 AND R4.
- B - INDICATES A FOUND REBAR WITH 2 INCH ALUMINUM CAP ILLEGIBLY STAMPED ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1, R2, R3, R4, R5 AND R6.
- C - INDICATES A FOUND 6/8 INCH REBAR WITH 2-1/2 INCH ALUMINUM CAP STAMPED "2006 - C 1/4 - S21 - T1N R68 W - PLS 28286" PER MAP REFERENCES R1, R2, R3, R4, R5 AND R6.
- D - INDICATES A FOUND REBAR WITH 2-1/2 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTH ONE-QUARTER CORNER OF SECTION 21 AND "2017 PLS 38512" ENCASED IN A STANDARD MONUMENT WELL MAP REFERENCE R6.
- E - INDICATES A FOUND REBAR WITH 3-1/4 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE SOUTHWEST CORNER OF SECTION 21 AND "1998 LS 13155" ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCES R1, R4 AND R6.
- F - INDICATES A FOUND 6/8 INCH REBAR WITH 3-1/4 INCH ALUMINUM CAP APPROPRIATELY STAMPED WITH SYMBOLOGY FOR THE WEST ONE-QUARTER CORNER OF SECTION 21 AND "2006 VIGIL LAND CONSULTANTS PLS 26606 ENCASED IN A STANDARD MONUMENT WELL PER MAP REFERENCE R4.
- G - INDICATES A FOUND 4/8 INCH REBAR WITH 1 INCH YELLOW PLASTIC CAP STAMPED "PLS 25965" PER MAP REFERENCE R4.
- J - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP STAMPED "CVL LS 35593" PER MAP REFERENCE R4.
- K - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP STAMPED "PLS 38257" PER MAP REFERENCE R3, R4 AND R5.
- L - INDICATES A FOUND 5/8 INCH REBAR. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R5.
- M - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977" PER MAP REFERENCE R7.
- O - INDICATES A FOUND 5/8 INCH REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP ILLEGIBLY STAMPED. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4.
- P - INDICATES A FOUND 5/8 INCH REBAR. ACCEPTED AS REMAINS OF MONUMENT PER MAP REFERENCE R4.

## MAP REFERENCE LEGEND

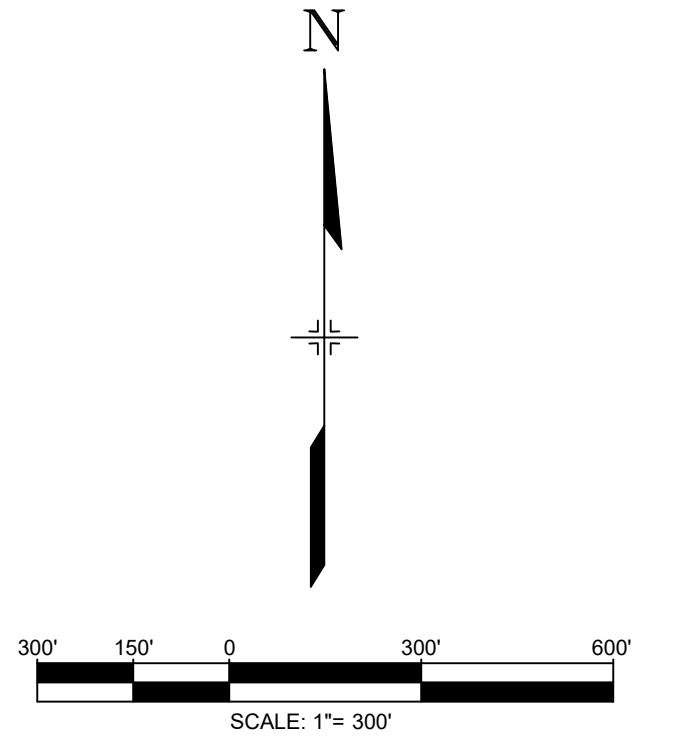
THE FOLLOWING RECORDED DOCUMENTS WERE CONSIDERED IN DEVELOPING THE BOUNDARY DEPICTED ON THIS MAP:

- R1 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON AUGUST 3, 2006 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 3408839.
- R2 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON JANUARY 29, 2009 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 3602215.
- R3 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON MAY 5, 2014 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4015551.
- R4 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON SEPTEMBER 3, 2014 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4043099.
- R5 AN ALTA LAND TITLE SURVEY DEPOSITED FOR RECORD ON OCTOBER 25, 2017 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4346911.
- R6 THE FINAL PLAT OF DEARMIN MINOR SUBDIVISION RECORDED JUNE 6, 2018 IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 4405019.
- R7 AN UNRECORDED ALTA LAND TITLE SURVEY PREPARED BY MATRIX DESIGN GROUP, INC SIGNED AUGUST 23, 2019.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°24'14"	475.00'	19.93'	N58°55'40"W	19.93'
C2	10°05'03"	525.00'	92.40'	N55°05'16"W	92.28'
C3	22°03'40"	575.00'	221.40'	N71°09'37"W	220.03'
C4	22°03'40"	625.00'	240.65'	N71°09'37"W	239.17'
C5	24°57'41"	425.00'	185.15'	S69°42'37"E	183.69'
C6	24°57'41"	375.00'	163.37'	S69°42'37"E	162.08'
C7	39°02'42"	175.00'	119.26'	S37°42'25"E	116.96'
C8	39°02'42"	125.00'	85.18'	S37°42'25"E	83.54'
C9	62°08'24"	225.00'	244.02'	S12°53'09"W	232.24'
C10	62°08'24"	175.00'	189.80'	S12°53'09"W	180.63'
C11	13°09'14"	425.00'	97.57'	S46°38'08"W	97.36'
C12	13°09'14"	375.00'	86.09'	S46°38'08"W	85.90'
C13	34°36'07"	325.00'	196.27'	S70°30'47"W	193.30'
C14	34°36'07"	275.00'	166.08'	S70°30'47"W	163.57'
C15	15°24'26"	425.00'	114.29'	N84°28'55"W	113.94'
C16	15°24'26"	375.00'	100.84'	N84°28'55"W	100.54'
C17	26°32'10"	225.00'	104.21'	N89°57'13"E	103.28'
C18	26°32'10"	275.00'	127.36'	N89°57'13"E	126.23'

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S76°41'08"W	77.18'	L13	N60°07'47"W	347.74'
L2	N76°46'42"W	223.90'	L14	N82°11'27"W	100.58'
L3	S87°48'52"W	145.31'	L15	N57°13'46"W	50.68'
L4	S53°12'44"W	80.82'	L16	N18°11'03"W	8.91'
L5	S40°03'31"W	199.79'	L17	N41°54'01"E	127.12'
L6	S43°18'24"W	274.93'	L18	N43°57'21"E	170.26'
L7	S41°54'01"W	126.84'	L19	N43°18'24"E	275.73'
L8	S43°57'21"W	169.36'	L20	N40°03'31"E	201.21'
L9	S18°11'03"E	8.91'	L21	N53°12'44"E	80.82'
L10	S57°13'46"E	50.68'	L22	N87°48'52"E	145.31'
L11	S82°11'27"E	100.58'	L23	S76°46'42"E	223.90'
L12	S60°07'47"E	347.74'	L24	N76°41'08"E	65.60'



- INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND
- INDICATES A SET NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 38467"

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

PREPARED BY:



ALT/NSPS LAND TITLE SURVEY

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

DRAWN BY: RLM  
CHECKED BY: JAM

SCALE: 1" = 300'

DATE ISSUED: JUNE 22, 2020

SHEET 2 OF 2 SHEETS