

## SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is dated and made effective this 14<sup>th</sup> day of October, 2004, and is between Kerr-McGee Rocky Mountain Corporation ("KMG") with an address of 1999 Broadway, Suite 3600, Denver, CO 80202, and Lee Carlson, Lisa Carlson, Jeanie Carlson, Kent Carlson and Ryan Carlson (collectively hereinafter referred to as "Surface Owner") all with an address of 12460 First Street, Eastlake Colorado 80614.

- A. Surface Owner owns the surface estate of that certain tract of land more particularly described on Exhibit "A" attached hereto, being the Southeast Quarter of Section 2, Township 1 North, Range 68 West, Weld County, Colorado (hereinafter referred to as the "Property");
- B. Surface ownership of the Property is subject to the rights of the oil and gas mineral leasehold estate, a portion of which is now owned by KMG;
- C. Surface Owner plans to develop the surface of the Property as a commercial/residential subdivision known as "Pinnacle Farms";
- D. KMG currently operates one well on the Property, known as the HSR Leppla 16-2 well, (the "Existing Well") generally located in the CSE/4, and has the right to develop its oil and gas leasehold estate by drilling additional wells (the "Future Well(s)") on the Property; and
- E. This Agreement sets forth the parties' rights and obligations regarding the relationship between the development of the Property by Surface Owner and KMG's operation and development of its oil and gas leasehold estate, such rights and obligations to be binding upon the parties' successors and assigns.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. AREAS RESERVED FOR THE EXISTING WELL AND FUTURE WELLS.

Surface Owner shall provide KMG the areas, "Oil and Gas Operations Areas", designated on Exhibit "B", in their present condition, for the Existing Well and Future Wells and for any operations conducted by KMG in connection with the Existing Well or any Future Well, including, but not limited to, production activities, workovers, well deepenings, recompletions, fracturing and replacement wells. Except for the space included within the Oil and Gas Operations Areas, and including the access roads and all access and necessary easements associated with flowlines, gathering lines and pipelines as provided in this Agreement, KMG shall not occupy the surface of the Property except in the event of an emergency or for reasonable incidental, temporary and non-damaging activities, and KMG shall be strictly and solely responsible for any damages that may occur as a result of KMG's activity on such portions of the Property.



**2. WELL LOCATIONS.**

KMG shall have the right to drill Future Wells within the Oil and Gas Operations Areas, including horizontal and directional wells that produce from and drain lands other than the Property provided such lands are validly pooled with all or any portion of the lands included in KMG's oil and gas lease covering the Property, and so long as such locations are permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC, and the Surface Owner shall not protest or object to any such exception location. KMG shall not otherwise have the right to drill new wells on the Property. Any Future Well drilled from any Oil and Gas Operations Area shall not be located closer than 150' from a residential lot line.

**3. SETBACK REQUIREMENTS.**

Surface Owner will not locate any lot line, building, or structure within any Oil and Gas Operations Area. Surface Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner hereby waives all setback requirements in the COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of KMG, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands, and should inform subsequent owners of the Property or any portion thereof, that KMG or its successors and assigns may cite the waiver in this paragraph in order to obtain a location requirement exception or variance under COGCC rules or from a local jurisdiction consistent with the operations within the Oil and Gas Operations Areas as contemplated by this Agreement. Surface Owner agrees not to object to the use of the surface in the Oil and Gas Operations Areas consistent with this Agreement and that it will provide KMG or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

**4. GATHERING LINES AND FLOWLINES.**

The current development plans do not anticipate the relocation of any existing gathering lines or flowlines (hereinafter referred to as the "Existing Pipelines") now located on the Property. However, future relocations may be needed in order to complete the future development of the property. Surface Owner shall have the right to make written requests to KMG to relocate any such lines, provided KMG shall have a reasonable amount of time to complete such relocations and all costs shall be borne by Surface Owner.

The Surface Owner requested that KMG locate all existing KMG lines prior to the creation of the development plans. The development plans were designed according to the existing location of the Existing Pipelines and the Oil and Gas Operations Areas.

KMG has the right to replace any and all flowlines, gathering lines and pipelines for gas and liquids, including replacement of any future lines as provided herein, necessary in



3230222 10/25/2004 02:24P Weld County, CO  
3 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

connection with KMG's production and transportation of oil and gas from any wells on the Property. Surface Owner hereby grants and conveys to KMG, a fifty (50) foot non-exclusive easement (the "Easement") shown on Exhibit "B" labeled as Petroleum Pipeline Easement. All existing and future lines shall be located within the Easement unless otherwise agreed upon between Surface Owner and KMG. KMG agrees to share portions of the Easement with KP Kaufman Company, Inc. The Easement and Oil and Gas Operations Areas shall be depicted and labeled on the appropriate subdivision plats. The development plans currently anticipate that roadways will cross over Existing Pipelines. Surface Owner agrees to pay for the cost of KMG to sleeve any Existing Pipeline across roadways. Surface Owner agrees not place any other utility or structure within ten feet horizontally or two feet vertically of any Existing Pipeline.

KMG shall not, without the prior written consent of Surface Owner, have the right to lay additional flowlines or pipelines on the Property, outside the Easement granted above and shown on Exhibit "B". All flowlines and pipelines shall be located at a depth of approximately 48 inches from the surface. The construction and burying of additional flowlines, gathering lines and pipelines shall be at the sole cost and expense of KMG or its gas purchaser. Surface Owner shall maintain a minimum of 48 inches and not more than 72 inches of cover over all pipelines and flowlines during any of Surface Owner's operations on the Property.

#### **5. ACCESS.**

Surface Owner shall provide KMG access to all of the Oil and Gas Operations Areas and the Easement. The access roads to be used by KMG will be those roads either that are in place or those that are anticipated to be constructed by Surface Owner at Surface Owner's sole cost and expense as part of Surface Owner's development of the Property. KMG agrees to access the Property according to the attached Exhibit C once the streets are constructed by Surface Owner and Surface Owner provides KMG notice of such. KMG will continue to utilize its existing access until such time and Surface Owner agrees to provide KMG uninterrupted access to the Oil and Gas Operations Areas during construction activities on the Property.

#### **6. BATTERIES AND EQUIPMENT.**

KMG shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and other equipment reasonably appropriate for the operation and production of the Existing Well or any Future Wells only within the Oil and Gas Operations Areas.

With respect to KMG's equipment and facilities other than flowlines or pipelines:

a. KMG shall install and maintain, at its sole cost and expense, all fences around the Existing Well and any Future Wells in compliance with the Rules and Regulations of the COGCC;

b. KMG shall install and maintain, at its sole cost and expense, all gates and locks necessary for the security of any wells or facilities in the Oil and Gas Operations Areas. Such gates and locks shall be the standard gates and locks used by KMG;



c. KMG shall paint any production facilities for any wells, including wellhead guards, with paint that is approved by the COGCC; and

d. Surface Owner shall not inhibit KMG's access to the Oil and Gas Operations Areas or inhibit KMG's operations within the Oil and Gas Operations Areas by landscaping or other improvements, unless otherwise agreed upon between Surface Owner and KMG.

## 7. NOTICE OF FUTURE OPERATIONS.

KMG shall provide at least seven (7) days prior written notice to Surface Owner of any operations in connection with the reworking, fracturing, deepening or other operation on the Exiting Well or any Future Wells; provided, however, that KMG shall provide at least thirty (30) days prior written notice to Surface Owner and/or any homeowner's association formed by Surface Owner that is associated with the Property upon the drilling of any Future Wells. Regardless of the foregoing notice requirements, KMG shall have immediate access in the event of an emergency.

Not less than five working days prior to KMG's mobilization on the applicable Oil and Gas Operations Areas, either KMG or Surface Owner may request an on-site meeting. The purpose of the meeting shall be to inform Surface Owner of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use of and the safety of Surface Owner's development.

## 8. NOTICES TO HOMEOWNERS AND BUILDERS.

Surface Owner shall furnish all buyers of the Property from Surface Owner with a plat or map showing the Oil and Gas Operations Areas and the Easement. In addition, Surface Owner shall provide notice to all builders, homeowners and other buyers of the Property from Surface Owner and the homeowner associations that:

a. There may be ongoing oil and gas operations and production in the Oil and Gas Operations Areas on the surface of the Property;

b. There are likely to be additional Future Wells drilled and oil and gas operations and production from the Oil and Gas Operations Areas that affect the surface of the Property;

c. Future purchasers of all or a portion of the Property, as successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement and assuming those obligations undertaken by Surface Owner pursuant to this Agreement; and

d. Homeowner associations and buyers of individual lots or homes, as successors in interest to Surface Owner, will be acquiring a proportionate interest in Surface Owner's rights under this Agreement, and will be subject to the waivers contained in Sections 3, 9, and the covenants contained in Section 3 prohibiting the location of any building or structure within the Oil and Gas Operations Areas or the



3230222 10/25/2004 02:24P Weld County, CO  
5 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

Easement and waiving objection to any setback rules of the COGCC or any local jurisdiction.

**9. DRILLING AND COMPLETION OPERATIONS.**

KMG shall endeavor to diligently pursue any drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

**10. GOVERNMENTAL PROCEEDINGS.**

Surface Owner shall not oppose KMG in any agency or governmental proceedings, including but not limited to the COGCC, the City of Dacono or other governing body proceedings, related to KMG's operations on the Property, including but not limited to drilling, workovers, well deepenings and recompletions, provided that KMG's position in such proceedings is consistent with this Agreement.

**11. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.**

a. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this agreement;

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 12 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each party shall be and remain responsible for all liability for losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each such party shall release, defend, indemnify and hold the other parties, their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein;

c. KMG shall have the right to file an operator's lien against other owners of the oil and gas leasehold interest to recover amounts owed to KMG; and

d. Upon the assignment or conveyance of a party's entire interest in the Property, that party shall be released from its indemnification in Section 11.b. above, for all actions or occurrences happening after such assignment or conveyance.

**12. ENVIRONMENTAL INDEMNITY.**

The provisions of Section 11 above, except for Section 11.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 11.a. above:

a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;

b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

c. Environmental Indemnification. KMG shall protect, indemnify, and hold harmless Surface Owner, homeowners association and any lot owner who purchases a lot from Surface Owner from any Environmental Claims relating to the Property or oil and gas leasehold thereunder that arise out of KMG's ownership and operation of the Oil and Gas Operations Areas and its ownership and operation of its pipeline easement or rights-of-way on the Property. Surface Owner shall fully protect, indemnify and hold harmless KMG from any and all Environmental Claims relating to the Property that arise out of Surface Owner's development of the Property.

**13. EXCLUSION FROM INDEMNITIES.**

The indemnities of any party herein shall not cover or include any amounts, which the indemnified party may recoup from any third party, or that for which the indemnified party is reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

**14. NOTICE OF CLAIM FOR INDEMNIFICATION.**

If a Claim is asserted against a party for which another party would be liable under the provisions of Section 11 or 12 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party,



3230222 10/25/2004 02:24P Weld County, CO  
7 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within five days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

**15. REPRESENTATIONS.**

Each party represents that it has the full right and authority to enter into this Agreement. KMG does not represent that it has rights to settle matters for all of the mineral owners in the Property, and this Agreement shall only apply to and bind the KMG leasehold interest in the property.

**16. SUCCESSORS.**

The terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns; provided, as to KMG, successors and assigns shall be deemed to be limited to lessees under the oil and gas leases which KMG owns.

**17. TERM.**

This Agreement shall become effective when it is fully executed and shall remain in full force and effect until KMG's leasehold estate expires or is terminated, and KMG has plugged and abandoned all wells owned all or in part by KMG and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations.

**18. NOTICES.**

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, postage prepaid, addressed to each of the following:

**If to KMG or HSG:**

Kerr McGee Rocky Mountain Corporation  
1999 Broadway, Suite 3600  
Denver, Colorado 80202  
Attention: Director of Land Denver Basin

**If to Surface Owner:**

Ryan Carlson  
12460 First Street  
Eastlake, Colorado 80614



3230222 10/25/2004 02:24P Weld County, CO  
8 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

Any party may, by written notice so delivered to the other parties, change the address or individual to which delivery shall thereafter be made.

**19. RECORDING.**

This Agreement, any amendment hereto shall be recorded by KMG, which shall provide the other parties with a copy showing the recording information as soon as practicable thereafter.

**20. SURFACE DAMAGES.**

Surface Owner hereby waives all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, for each and every well that is drilled on the Property within the Oil and Gas Operations Areas and for any access road, flowline, or pipeline constructed within the Easement. KMG may provide a copy of this Agreement to the COGCC as evidence of this waiver.

**21. ARBITRATION.**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado and shall be administered by the American Arbitration Association under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**22. APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

**23. ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding among the parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement shall not be amended, except by written document signed by all parties.

**25. EXECUTION AND BINDING EFFECT**

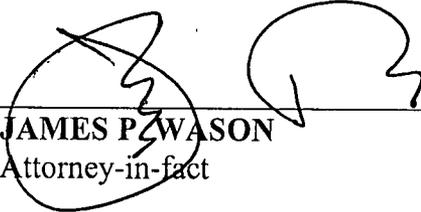
This Agreement may be executed in any number of counterparts each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument, and shall be binding upon and inure to the benefit of the parties, and each of their respective heirs, executors, administrators, successors and assigns and is executed by the parties as of the Effective Date set forth above.



3230222 10/25/2004 02:24P Weld County, CO  
9 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

The parties have executed this Agreement on the day and year first above written.

**KERR-McGEE ROCKY MOUNTAIN CORPORATION**

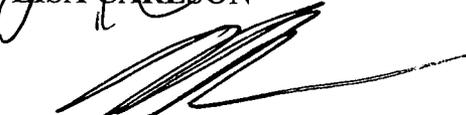
By:  CG.  
\_\_\_\_\_  
JAMES P. WASON  
Attorney-in-fact

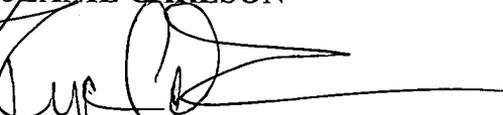
**SURFACE OWENRS:**

  
\_\_\_\_\_  
LEE CARLSON

  
\_\_\_\_\_  
LISA CARLSON

  
\_\_\_\_\_  
JEANIE CARLSON

  
\_\_\_\_\_  
KENT CARLSON

  
\_\_\_\_\_  
RYAN CARLSON



3230222 10/25/2004 02:24P Weld County, CO  
10 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

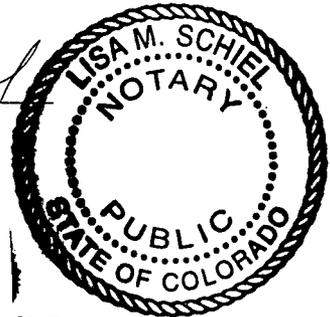
ACKNOWLEDGMENTS

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of ~~April~~ <sup>October</sup> 2004, by James P. Wason, as Attorney-in-Fact of Kerr McGee Rocky Mountain Corporation, on behalf of such corporation.

Witness my hand and official seal.

*Lisa M. Schiel*  
Notary Public



My Commission Expires: \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF Adams ) ss.

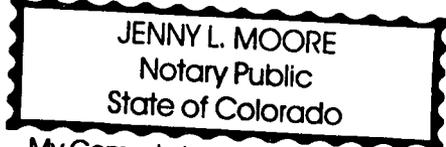
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of ~~April~~ <sup>October</sup> 2004, by Jessie Carlson

Witness my hand and official seal.

*Jenny L. Moore*  
Notary Public

My Commission Expires 03/15/2008

My Commission Expires: 02/09/2008



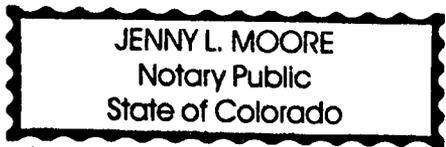
STATE OF COLORADO )  
COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of ~~April~~ <sup>October</sup> 2004, by Jessie Carlson

Witness my hand and official seal.

*Jenny L. Moore*  
Notary Public

My Commission Expires: 02/09/2008



My Commission Expires 2/9/2008



3230222 10/25/2004 02:24P Weld County, CO  
11 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )

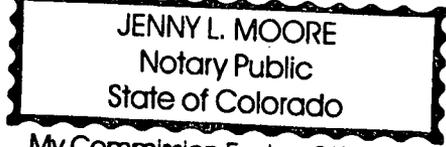
COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> October day of April 2004, by \_\_\_\_\_

Ryan Carlson

Witness my hand and official seal. Jenny L. Moore  
Notary Public

My Commission Expires: 08/09/2008



STATE OF COLORADO )

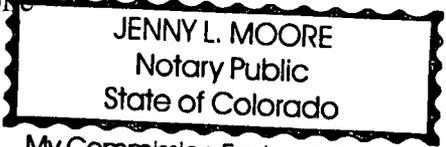
COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> October day of April 2004, by \_\_\_\_\_

Risa Carlson

Witness my hand and official seal. Jenny L. Moore  
Notary Public

My Commission Expires: 08/09/2008



STATE OF COLORADO )

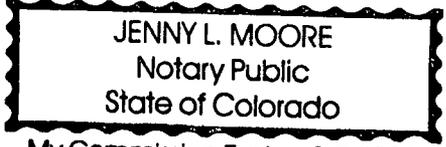
COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> October day of April 2004, by \_\_\_\_\_

Kent Carlson

Witness my hand and official seal. Jenny L. Moore  
Notary Public

My Commission Expires: 08/09/2008





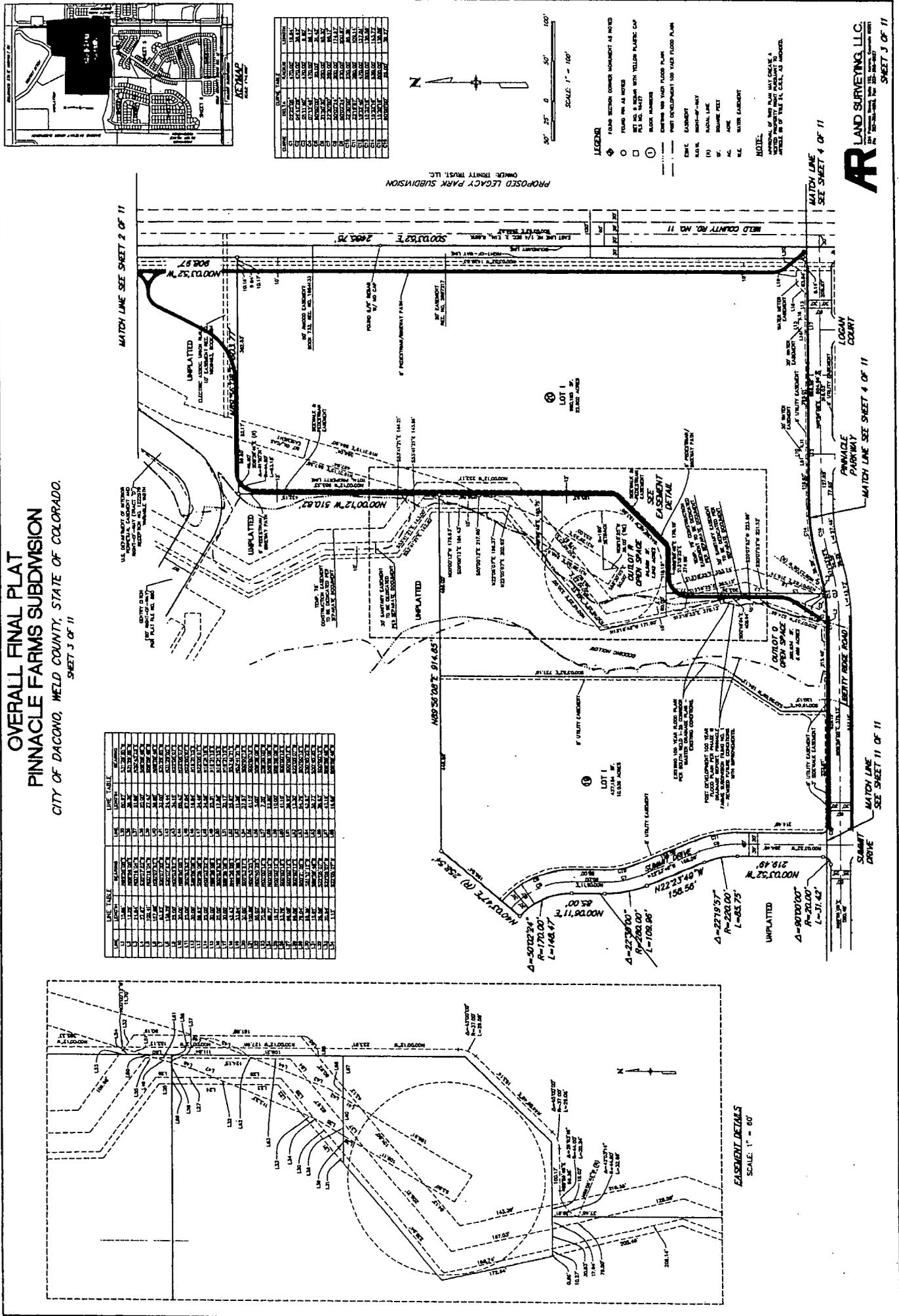




3230222 10/25/2004 02:24P Weld County, CO  
 14 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

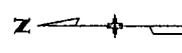
EXHIBIT A

OVERALL FINAL PLAT  
 PINNACLE FARMS SUBDIVISION  
 CITY OF DACONO, WELD COUNTY, STATE OF COLORADO.  
 SHEET 3 OF 11



LINE	BEARING	LENGTH	AREA
1	N 89° 12' 22" W	258.48	10,000.00
2	S 89° 12' 22" E	258.48	10,000.00
3	S 0° 0' 0" E	100.00	10,000.00
4	N 89° 12' 22" W	258.48	10,000.00
5	S 89° 12' 22" E	258.48	10,000.00
6	S 0° 0' 0" E	100.00	10,000.00
7	N 89° 12' 22" W	258.48	10,000.00
8	S 89° 12' 22" E	258.48	10,000.00
9	S 0° 0' 0" E	100.00	10,000.00
10	N 89° 12' 22" W	258.48	10,000.00
11	S 89° 12' 22" E	258.48	10,000.00
12	S 0° 0' 0" E	100.00	10,000.00
13	N 89° 12' 22" W	258.48	10,000.00
14	S 89° 12' 22" E	258.48	10,000.00
15	S 0° 0' 0" E	100.00	10,000.00
16	N 89° 12' 22" W	258.48	10,000.00
17	S 89° 12' 22" E	258.48	10,000.00
18	S 0° 0' 0" E	100.00	10,000.00
19	N 89° 12' 22" W	258.48	10,000.00
20	S 89° 12' 22" E	258.48	10,000.00
21	S 0° 0' 0" E	100.00	10,000.00
22	N 89° 12' 22" W	258.48	10,000.00
23	S 89° 12' 22" E	258.48	10,000.00
24	S 0° 0' 0" E	100.00	10,000.00
25	N 89° 12' 22" W	258.48	10,000.00
26	S 89° 12' 22" E	258.48	10,000.00
27	S 0° 0' 0" E	100.00	10,000.00
28	N 89° 12' 22" W	258.48	10,000.00
29	S 89° 12' 22" E	258.48	10,000.00
30	S 0° 0' 0" E	100.00	10,000.00
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33	S 0° 0' 0" E	100.00	10,000.00
34	N 89° 12' 22" W	258.48	10,000.00
35	S 89° 12' 22" E	258.48	10,000.00
36	S 0° 0' 0" E	100.00	10,000.00
37	N 89° 12' 22" W	258.48	10,000.00
38	S 89° 12' 22" E	258.48	10,000.00
39	S 0° 0' 0" E	100.00	10,000.00
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41	S 89° 12' 22" E	258.48	10,000.00
42	S 0° 0' 0" E	100.00	10,000.00
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44	S 89° 12' 22" E	258.48	10,000.00
45	S 0° 0' 0" E	100.00	10,000.00
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57	S 0° 0' 0" E	100.00	10,000.00
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60	S 0° 0' 0" E	100.00	10,000.00
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67	N 89° 12' 22" W	258.48	10,000.00
68	S 89° 12' 22" E	258.48	10,000.00
69	S 0° 0' 0" E	100.00	10,000.00
70	N 89° 12' 22" W	258.48	10,000.00
71	S 89° 12' 22" E	258.48	10,000.00
72	S 0° 0' 0" E	100.00	10,000.00
73	N 89° 12' 22" W	258.48	10,000.00
74	S 89° 12' 22" E	258.48	10,000.00
75	S 0° 0' 0" E	100.00	10,000.00
76	N 89° 12' 22" W	258.48	10,000.00
77	S 89° 12' 22" E	258.48	10,000.00
78	S 0° 0' 0" E	100.00	10,000.00
79	N 89° 12' 22" W	258.48	10,000.00
80	S 89° 12' 22" E	258.48	10,000.00
81	S 0° 0' 0" E	100.00	10,000.00
82	N 89° 12' 22" W	258.48	10,000.00
83	S 89° 12' 22" E	258.48	10,000.00
84	S 0° 0' 0" E	100.00	10,000.00
85	N 89° 12' 22" W	258.48	10,000.00
86	S 89° 12' 22" E	258.48	10,000.00
87	S 0° 0' 0" E	100.00	10,000.00
88	N 89° 12' 22" W	258.48	10,000.00
89	S 89° 12' 22" E	258.48	10,000.00
90	S 0° 0' 0" E	100.00	10,000.00
91	N 89° 12' 22" W	258.48	10,000.00
92	S 89° 12' 22" E	258.48	10,000.00
93	S 0° 0' 0" E	100.00	10,000.00
94	N 89° 12' 22" W	258.48	10,000.00
95	S 89° 12' 22" E	258.48	10,000.00
96	S 0° 0' 0" E	100.00	10,000.00
97	N 89° 12' 22" W	258.48	10,000.00
98	S 89° 12' 22" E	258.48	10,000.00
99	S 0° 0' 0" E	100.00	10,000.00
100	N 89° 12' 22" W	258.48	10,000.00

SYMBOL	DESCRIPTION
⊕	FOUND SECTION CORNER MONUMENT AS NOTED
○	FOUND PIN AS NOTED
□	SEE THE PLAT WITH YELLOW PLASTIC CAP
⊙	BLACK MARKER
⊗	BLACK MARKER
---	POST DEVELOPMENT 100 YARD FENCED PLUMB
---	EMT. EASEMENT
---	RAIL. RIGHT-OF-WAY
---	RADIAL LINE
---	BOUNDARY FEET
---	AGE
---	WATER EASEMENT



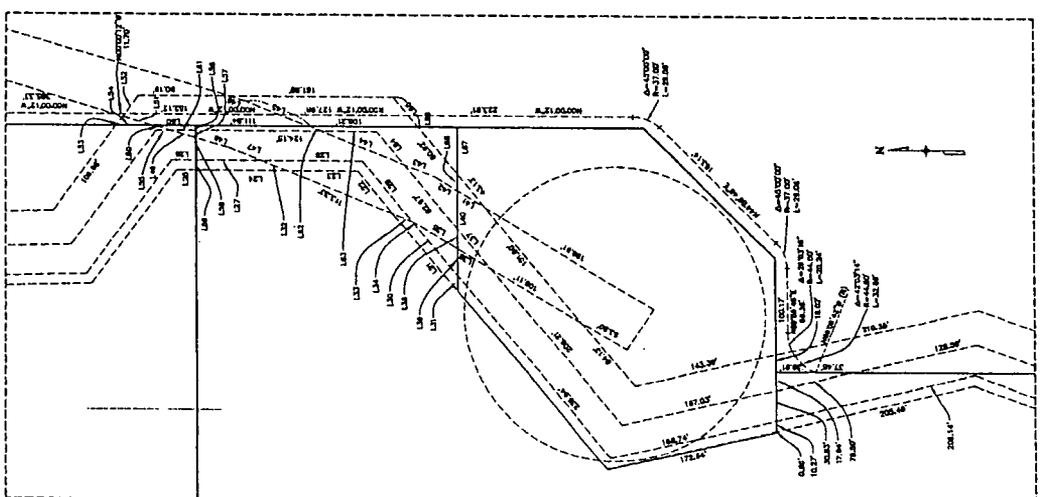
SCALE: 1" = 100'  
 50' 25' 0 50' 100'

LEGEND:  
 ⊕ FOUND SECTION CORNER MONUMENT AS NOTED  
 ○ FOUND PIN AS NOTED  
 □ SEE THE PLAT WITH YELLOW PLASTIC CAP  
 ⊙ BLACK MARKER  
 ⊗ BLACK MARKER  
 --- POST DEVELOPMENT 100 YARD FENCED PLUMB  
 --- EMT. EASEMENT  
 --- RAIL. RIGHT-OF-WAY  
 --- RADIAL LINE  
 --- BOUNDARY FEET  
 --- AGE  
 --- WATER EASEMENT

NOTE:  
 MONUMENTS OF THIS PLAT ARE TO BE SET IN PLACE BY THE PL. CMT. AS INDICATED.

AR LAND SURVEYING, LLC  
 2015 W. 100th St., Suite 100, Denver, CO 80231  
 PHONE: 303.755.1111 FAX: 303.755.1112  
 www.arlandsurveying.com

SHEET 3 OF 11



EASEMENT DETAILS  
 SCALE: 1" = 60'









3230222 10/25/2004 02:24P Weld County, CO  
18 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT A

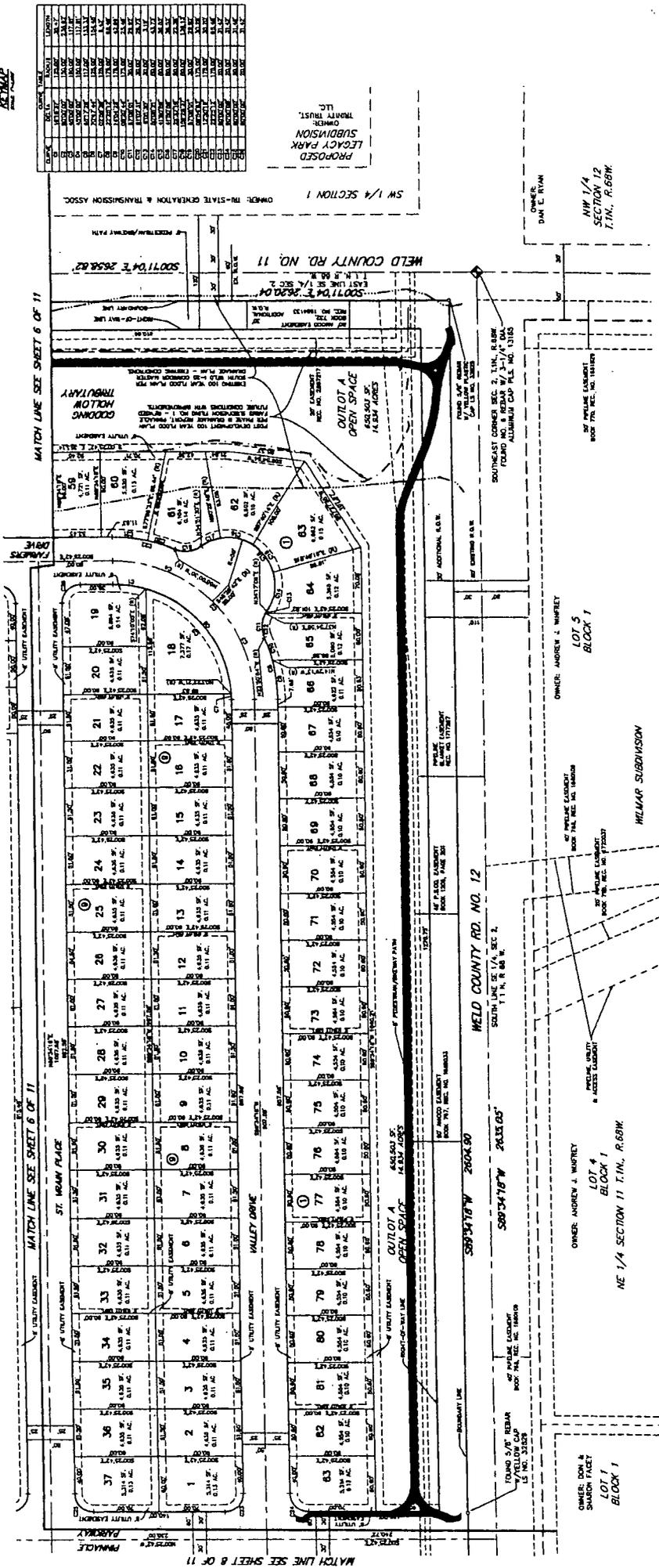
OVERALL FINAL PLAT  
PINNACLE FARMS SUBDIVISION  
CITY OF DACONO, WELD COUNTY, STATE OF COLORADO.  
SHEET 7 OF 11



SCALE: 1" = 50'

- LEGEND:
- PLANNED SECTION OWNER MONUMENT AS NOTED
  - PLANNED MONUMENT AS NOTED
  - PLANNED MONUMENT WITH YELLOW PLASTIC CAP
  - PLANNED MONUMENT WITH YELLOW PLASTIC CAP
  - BLOCK NUMBER
  - EXISTING 100 YEAR FLOOD PLAIN
  - POST ENCUMBRANCE FOR 100 YEAR FLOOD PLAIN
  - EXISTING EASEMENT
  - RIGHT-OF-WAY
  - ADJACENT LINE
  - ADJACENT LOT
  - ADJACENT

BLK	LOT	ACRES	OWNER
1	1	0.11	UNITY EASEMENT
1	2	0.11	UNITY EASEMENT
1	3	0.11	UNITY EASEMENT
1	4	0.11	UNITY EASEMENT
1	5	0.11	UNITY EASEMENT
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2	96	0.11	UNITY EASEMENT
2	97	0.11	UNITY EASEMENT
2	98	0.11	UNITY EASEMENT
2	99	0.11	UNITY EASEMENT
2	100	0.11	UNITY EASEMENT



NOTE:  
 MONUMENTS TO BE PLACED AT THE CORNERS AND INTERSECTIONS OF THE PLAT LINES AS SHOWN.  
 MONUMENTS TO BE PLACED AT THE CORNERS AND INTERSECTIONS OF THE PLAT LINES AS SHOWN.

LAND SURVEYING, L.L.C.  
 1000 W. 10TH AVE., SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 E-MAIL: LANDSURV@AOL.COM

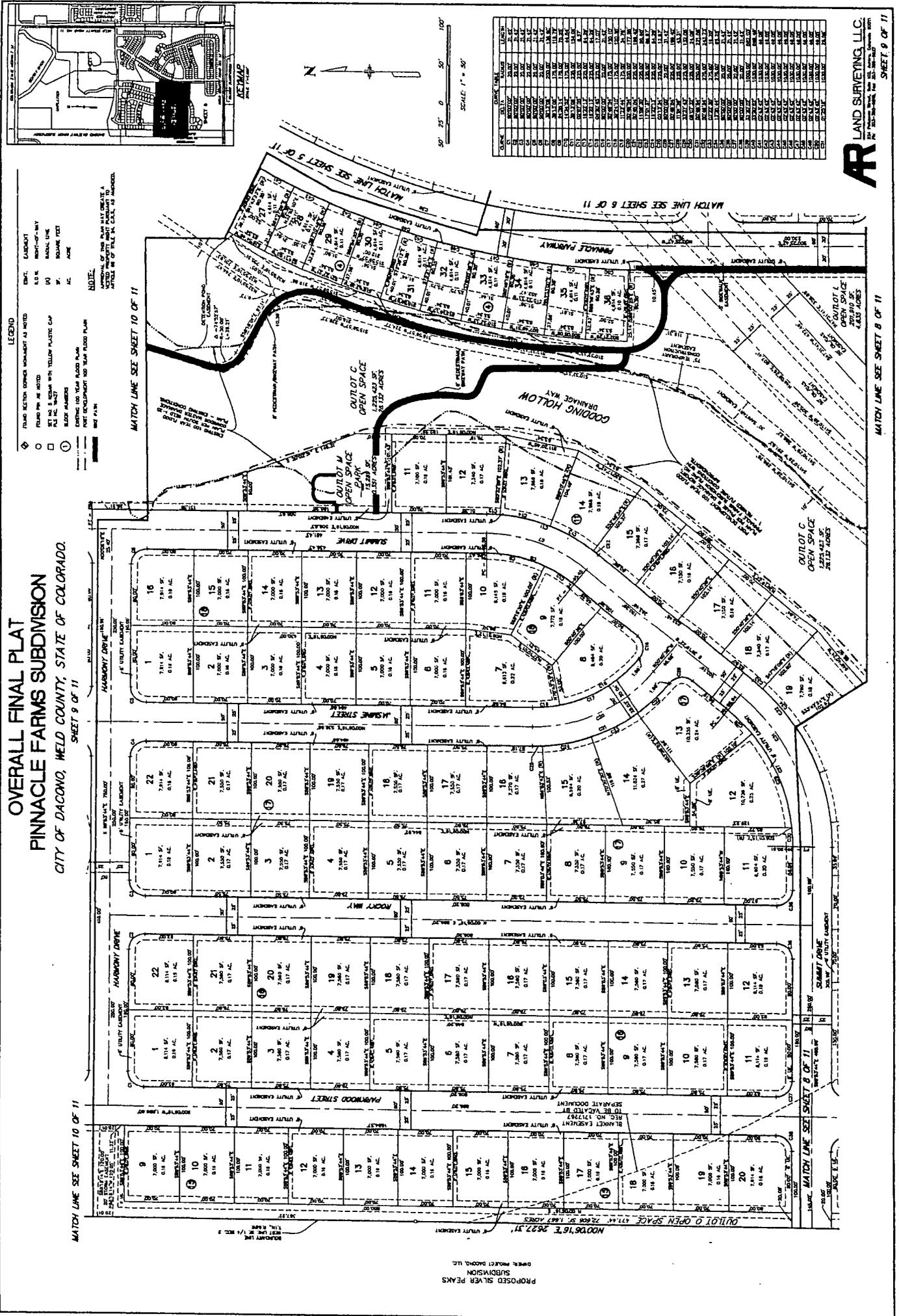
SHEET 7 OF 11



3230222 10/25/2004 02:24P Weld County, CO  
20 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT A

OVERALL FINAL PLAT  
PINNACLE FARMS SUBDIVISION  
CITY OF DACONO, WELD COUNTY, STATE OF COLORADO.  
SHEET 9 OF 11



AR LAND SURVEYING, LLC.  
SHEET 9 OF 11







3230222 10/25/2004 02:24P Weld County, CO  
23 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder



Land Surveying, LLC.

EXHIBIT B

**OIL AND GAS OPERATION AREA EASEMENT**

BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2 BY A 3 1/4" BRASS CAP STAMPED BLM 1952, ONE FOOT BELOW THE ROAD SURFACE AND THE SOUTHEAST CORNER OF SAID SECTION 2, BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS. NO. 13155, 0.6 FEET BELOW THE ROAD SURFACE, AND THE CONSIDERED TO BEAR S 00°11'04" E A DISTANCE OF 2,649.88 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE S 38°59'26" W, A DISTANCE OF 2,627.17 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING FOURTEEN (14) COURSES:

1. S 00°25'42" E, A DISTANCE OF 116.59 FEET;
2. S 89°34'18" W, A DISTANCE OF 3.56 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 00°25'42" E, HAVING A DELTA OF 16°50'20", A RADIUS OF 108.00 FEET AND AN ARC LENGTH OF 31.74 FEET TO A POINT OF REVERSE CURVE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 17°16'02" W, HAVING A DELTA OF 32°21'46", A RADIUS OF 7.00 FEET AND AN ARC LENGTH OF 3.95 FEET TO A POINT OF REVERSE CURVE;
5. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 15°05'44" W, HAVING A DELTA OF 20°20'07", A RADIUS OF 58.00 FEET AND AN ARC LENGTH OF 20.59 FEET TO AN ARC OF A NON-TANGENT CURVE;



3230222 10/25/2004 02:24P Weld County, CO  
24 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

6. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 37°42'37" W, HAVING A DELTA OF 16°31'25", A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 43.26 FEET TO AN ARC OF A NON-TANGENT CURVE;
7. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 73°51'06" W, HAVING A DELTA OF 14°34'45", A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 38.17 FEET TO AN ARC OF A NON-TANGENT CURVE;
8. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 88°22'51" E, HAVING A DELTA OF 18°08'52", A RADIUS OF 58.00 FEET AND AN ARC LENGTH OF 18.37 FEET;
9. S 89°34'18" W, A DISTANCE OF 15.15 FEET;
10. S 00°22'04" E, A DISTANCE OF 217.08 FEET;
11. N 66°10'31" W A DISTANCE OF 401.81 FEET TO A POINT OF CURVATURE;
12. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 191°40'10", A RADIUS OF 150.00 FEET, AND AN ARC LENGTH OF 501.79 FEET TO AN ARC OF A NON-TANGENT CURVE;
13. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 43°00'48" E, HAVING A DELTA OF 21°49'37", A RADIUS OF 150.00 FEET, AND AN ARC LENGTH OF 57.14 FEET TO AN ARC OF A NON-TANGENT CURVE;
14. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 73°51'06" E, HAVING A DELTA OF 163°25'24", A RADIUS OF 150.00 FEET, AND AN ARC LENGTH OF 427.84 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 196,228 SQUARE FEET OR 4.505 ACRES MORE OR LESS.



3230222 10/25/2004 02:24P Weld County, CO  
25 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

LEGAL DESCRIPTION STATEMENT

I, RONALD LEE POWERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

*Ronald Lee Powers*

RONALD LEE POWERS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 16427  
A&R LAND SURVEYING, LLC.  
224 POTOMAC STREET, SUITE 102  
AURORA, COLORADO 80011



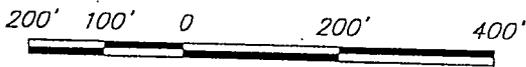
DATE



3230222 10/25/2004 02:24P Weld County, CO  
 26 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

PART OF THE SOUTHEAST 1/4 SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DACONO, COUNTY OF WELD, STATE OF COLORADO.



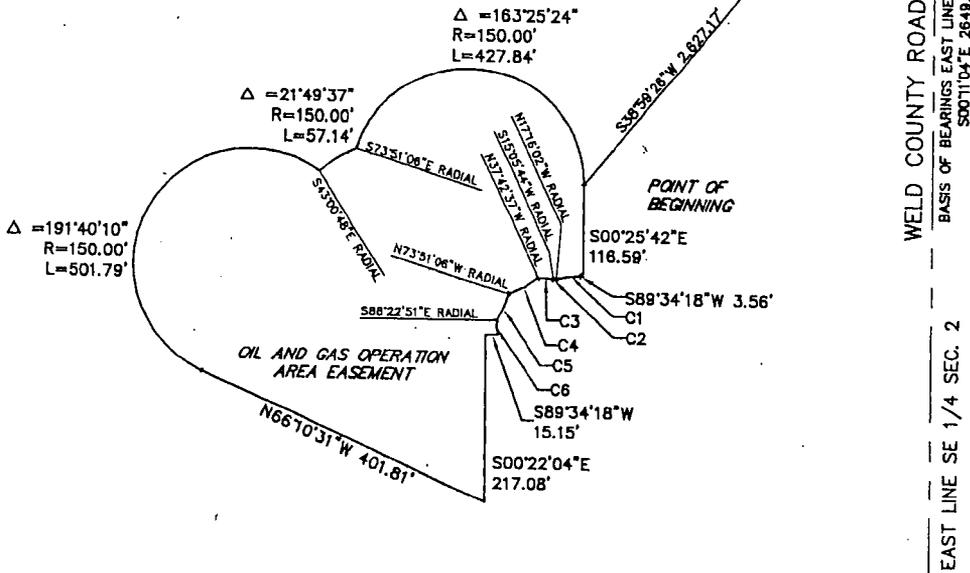
SCALE: 1" = 200'



NORTH LINE SE 1/4 SEC. 2

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	16°50'20"	108.00'	31.74'
C2	32°21'46"	7.00'	3.95'
C3	24°21'36"	47.97'	20.39'
C4	16°31'25"	150.00'	43.26'
C5	14°34'45"	150.00'	38.17'
C6	18°08'52"	58.00'	18.37'

POINT OF COMMENCEMENT  
 EAST 1/4 CORNER SEC 2,  
 T 1 N, R 68 W FOUND  
 3-1/4" BLM BRASS CAP  
 STAMPED "1952"  
 1' BELOW ROAD SURFACE



WELD COUNTY ROAD NO. 11

BASES OF BEARINGS EAST LINE SW 1/4 SEC. 2  
 S00°11'04"E 2648.88'

EAST LINE SE 1/4 SEC. 2

WELD COUNTY ROAD NO. 12

SOUTH LINE SE 1/4 SEC. 2

SOUTHEAST CORNER  
 SEC 2, T 1 N, R 68 W  
 FOUND NO. 8 REBAR W/  
 3-1/4" DIA. ALUMINUM CAP  
 PLS. NO. 13155

THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

CONTAINS: 196,228 SQ. FT. OR  
 4.505 ACRES MORE OR LESS

SURVEYED BY:	OIL AND GAS OPERATION EASEMENT	CLIENT:	CARLSON & ASSOC., INC.	JOB NUMBER:	00054
DRAWN BY:	RCR	LOCATION:	SE 1/4	FILE NUMBER:	
CHECKED BY:	RLP	SECTION	2	SCALE:	1"=200'
DATE:	1-14-03	TOWNSHIP	1N	SHEET:	4 OF 4
224 Palomac Street, Suite 102, Aurora, Colorado 80011 Ph: 303-365-9815, Fax 303-365-8827		RANGE	68W		
		6TH PRINCIPAL MERIDIAN			
		COUNTY:	WELD		



3230222 10/25/2004 02:24P Weld County, CO  
27 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder



Land Surveying, LLC.

## EXHIBIT B

### OIL AND GAS OPERATION AREA EASEMENT

BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DACONO, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2 BY A 3 1/4" BRASS CAP STAMPED BLM 1952, ONE FOOT BELOW THE ROAD SURFACE AND THE SOUTHEAST CORNER OF SAID SECTION 2, BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS. NO. 13155, 0.6 FEET BELOW THE ROAD SURFACE, AND THE CONSIDERED TO BEAR S 00°11'04" E A DISTANCE OF 2,649.88 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE S 54°55'50" W, A DISTANCE OF 885.81 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING TEN (10) COURSES:

1. S 57°04'50" E, A DISTANCE OF 313.90 FEET;
2. S 04°53'56" E, A DISTANCE OF 234.22 FEET;
3. S 85°06'04" W, A DISTANCE OF 10.83 FEET;
4. N 73°07'52" W, A DISTANCE OF 135.22 FEET;
5. S 65°56'36" W, A DISTANCE OF 99.10 FEET;
6. S 32°55'10" W, A DISTANCE OF 79.86 FEET;
7. N 57°04'50" W, A DISTANCE OF 145.01 FEET;
8. N 32°55'10" E, A DISTANCE OF 90.00 FEET;
9. N 57°04'50" W, A DISTANCE OF 120.00 FEET;
10. N 32°55'10" E, A DISTANCE OF 302.00 FEET TO THE POINT OF BEGINNING.



3230222 10/25/2004 02:24P Weld County, CO  
28 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

CONTAINING AN AREA OF 123,358 SQUARE FEET OR 2.832 ACRES MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, RONALD LEE POWERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

*Ronald Lee Powers*

RONALD LEE POWERS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 16427  
A&R LAND SURVEYING, LLC.  
224 POTOMAC STREET, SUITE 102  
AURORA, COLORADO 80011



DATE



3230222 10/25/2004 02:24P Weld County, CO  
 29 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

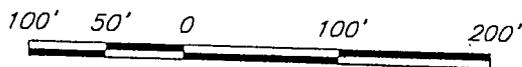
EXHIBIT B

PART OF THE SOUTHEAST 1/4 SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO.

NORTH LINE SE 1/4 SEC. 2

POINT OF COMMENCEMENT

EAST 1/4 CORNER SEC 2,  
 T 1 N, R 68 W. FOUND  
 3-1/4" BLM BRASS CAP  
 STAMPED "1952"  
 1' BELOW ROAD SURFACE



SCALE: 1" = 100'

S54°55'50"W 885.81'

POINT OF BEGINNING

S57°04'50"E 313.90'

N32°55'10"E 302.00'

OIL AND GAS OPERATION  
 AREA EASEMENT

N57°04'50"W  
 120.00'

N32°55'10"E  
 90.00'

N57°04'50"W  
 145.01'

S65°56'36"W  
 99.10'

N73°07'52"W  
 135.22'

S32°55'10"W  
 79.86'

S04°53'56"E 234.22'

S85°06'04"W 10.83'

SOUTH LINE SE 1/4 SEC. 2

SOUTHEAST CORNER  
 SEC 2, T 1 N, R 68 W  
 FOUND NO. 6 REBAR W/ 3-1/4" DIA.  
 ALUMINUM CAP PLS. NO. 13155

BASIS OF BEARINGS EAST LINE SW 1/4 SEC. 2 S00°11'04"E 2,649.88'

WELD COUNTY ROAD NO. 11

THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

CONTAINS: 123,358 SQ. FT. OR  
 2.832 ACRES MORE OR LESS

SURVEYED BY:	OIL AND GAS OPERATION EASEMENT	CLIENT:	CARLSON & ASSOC., INC.	JOB NUMBER:	00054
DRAWN BY:	<p>224 Potomac Street, Suite 102, Aurora, Colorado 80011                  Ph: 303-365-9815, Fax 303-365-9827</p>	LOCATION:	SE 1/4	FILE NUMBER:	
CHECKED BY:		SECTION	TOWNSHIP- RANGE	SCALE:	1"=100'
DATE:		2	1N 68W	SHEET:	3 OF 7
1-14-03		6TH PRINCIPAL MERIDIAN	COUNTY:	WELD	

3230222 10/25/2004 02:24P Weld County, CO  
 30 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder



## EXHIBIT B

**OIL AND GAS OPERATION AREA EASEMENT**

BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2 BY A 3 1/4" BRASS CAP STAMPED BLM 1952, ONE FOOT BELOW THE ROAD SURFACE AND THE SOUTHEAST CORNER OF SAID SECTION 2, BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS. NO. 13155, 0.6 FEET BELOW THE ROAD SURFACE, AND THE CONSIDERED TO BEAR S 00°11'04" E A DISTANCE OF 2,649.88 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE S 43°18'17" W; A DISTANCE OF 1,534.38 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING TWENTY-THREE (23) COURSES:

1. S 57°04'50" E, A DISTANCE OF 181.59 FEET;
2. S 32°55'10" W, A DISTANCE OF 88.73 FEET;
3. S 47°13'00" E, A DISTANCE OF 43.52 FEET;
4. S 18°45'35" E, A DISTANCE OF 109.13 FEET;
5. S 71°15'22" W, A DISTANCE OF 100.00 FEET;
6. S 18°44'38" E, A DISTANCE OF 90.00 FEET;
7. S 71°15'22" W, A DISTANCE OF 9.55 FEET TO A POINT OF CURVATURE;
8. ALONG AN ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 04°45'15", A RADIUS OF 333.00 FEET AND ARC LENGTH OF 27.63 FEET TO A POINT OF TANGENCY;



## EXHIBIT B

9. S 66°30'07" W, A DISTANCE OF 90.84 FEET TO A POINT OF CURVATURE;
10. ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 23°04'11", A RADIUS OF 117.00 FEET AND ARC LENGTH OF 47.11 FEET TO A POINT OF TANGENCY;
11. S 89°34'18" W, A DISTANCE OF 199.04 FEET TO A POINT OF CURVATURE;
12. ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 90°00'00", A RADIUS OF 12.00 FEET AND ARC LENGTH OF 18.85 FEET TO A POINT OF TANGENCY;
13. N 00°25'42" W, A DISTANCE OF 31.31 FEET TO A POINT OF CURVATURE;
14. ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12°44'54", A RADIUS OF 962.00 FEET AND ARC LENGTH OF 214.04 FEET;
15. S 77°12'13" E, A DISTANCE OF 78.69 FEET;
16. N 46°18'12" E, A DISTANCE OF 20.91 FEET;
17. N 14°23'49" E, A DISTANCE OF 39.27 FEET;
18. N 17°35'52" E, A DISTANCE OF 48.71 FEET;
19. N 20°47'55" E, A DISTANCE OF 48.71 FEET;
20. N 23°59'58" E, A DISTANCE OF 48.71 FEET;
21. N 27°12'02" E, A DISTANCE OF 8.80 FEET;
22. S 57°04'50" E, A DISTANCE OF 49.16 FEET;
23. N 32°55'10" E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 139,189 SQUARE FEET OR 3.195 ACRES MORE OR LESS.

  
 3230222 10/25/2004 02:24P Weld County, CO  
 32 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

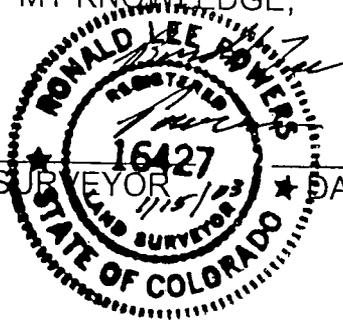
EXHIBIT B

LEGAL DESCRIPTION STATEMENT

I, RONALD LEE POWERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

*Ronald Lee Powers*

RONALD LEE POWERS, PROFESSIONAL LAND SURVEYOR DATE  
 COLORADO NO. 16427  
 A&R LAND SURVEYING, LLC.  
 224 POTOMAC STREET, SUITE 102  
 AURORA, COLORADO 80011





3230222 10/25/2004 02:24P Weld County, CO  
 33 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

PART OF THE SOUTHEAST 1/4 SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO.

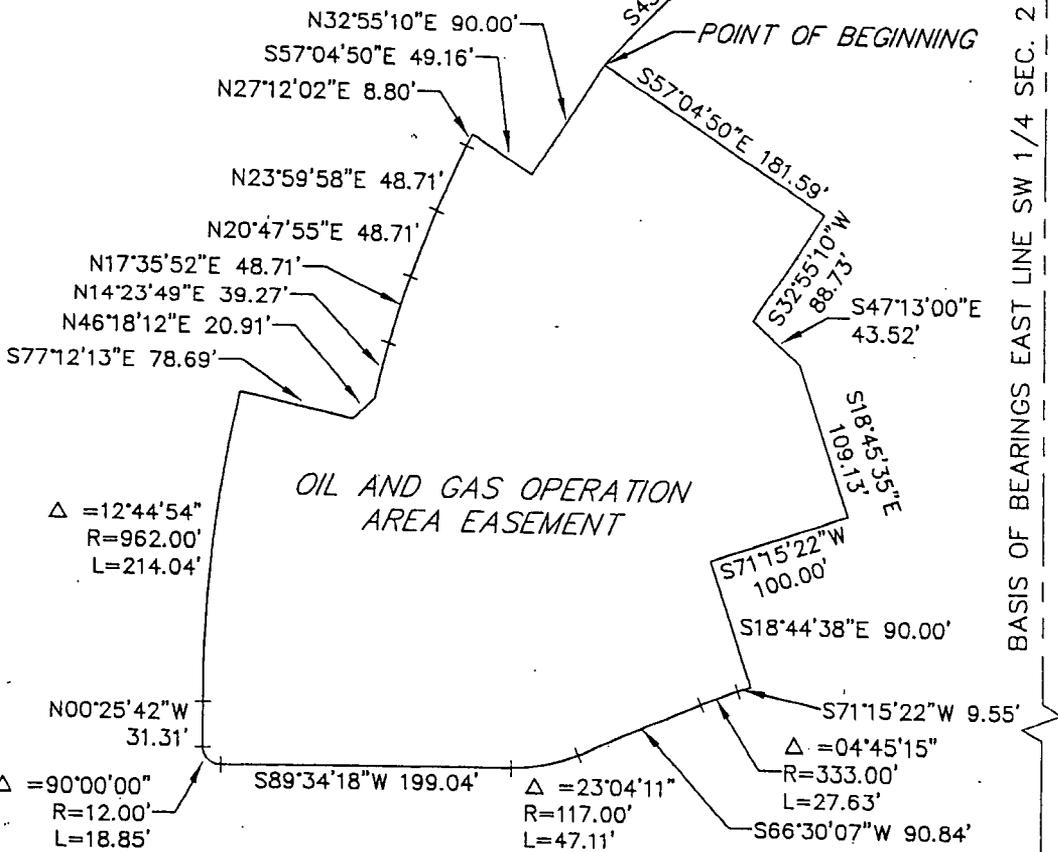
NORTH LINE SE 1/4 SEC. 2



SCALE: 1" = 100'

POINT OF COMMENCEMENT  
 EAST 1/4 CORNER SEC 2,  
 T 1 N, R 68 W. FOUND  
 3-1/4" BLM BRASS CAP  
 STAMPED "1952"  
 1' BELOW SURFACE

POINT OF BEGINNING



SOUTHEAST CORNER  
 SEC 2, T 1 N, R 68 W  
 FOUND NO. 6 REBAR W/ 3-1/4" DIA.  
 ALUMINUM CAP PLS. NO. 13155

THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

CONTAINS: 139,189 SQ. FT. OR  
 3.195 ACRES MORE OR LESS

SURVEYED BY:	OIL AND GAS OPERATION EASEMENT	CLIENT: CARLSON & ASSOC., INC.	JOB NUMBER: 00054
DRAWN BY: RCR	<p>224 Potomac Street, Suite 102, Aurora, Colorado 80011                  Ph: 303-365-9815, Fax: 303-365-9827</p>	LOCATION: SE 1/4	FILE NUMBER:
CHECKED BY: RLP		SECTION TOWNSHIP RANGE 2 1N 68W	SCALE: 1"=100'
DATE: 1-10-03		6TH PRINCIPAL MERIDIAN	SHEET: 4 OF 4
		COUNTY: WELD	



3230222 10/25/2004 02:24P Weld County, CO  
34 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder



Land Surveying, LLC.

## EXHIBIT B

### OIL AND GAS OPERATION AREA EASEMENT

BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2 BY A 3 1/4" BRASS CAP STAMPED BLM 1952, ONE FOOT BELOW THE ROAD SURFACE AND THE SOUTHEAST CORNER OF SAID SECTION 2, BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS. NO. 13155, 0.6 FEET BELOW THE ROAD SURFACE, AND THE CONSIDERED TO BEAR S 00°11'04" E A DISTANCE OF 2,649.88 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE S 73°02'18" W, A DISTANCE OF 2,047.20 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING ELEVEN (11) COURSES:

1. S 15°43'42" W, A DISTANCE OF 169.92 FEET TO A POINT OF CURVATURE;
2. ALONG AN ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 15°37'26", A RADIUS OF 183.00 FEET AND ARC LENGTH OF 49.90 FEET TO A POINT OF TANGENCY;
3. S 00°06'16" W, A DISTANCE OF 14.70 FEET TO A POINT OF CURVATURE;
4. ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 90°00'00", A RADIUS OF 12.00 FEET AND ARC LENGTH OF 18.85 FEET TO A POINT OF TANGENCY;
5. N 89°53'44" W, A DISTANCE OF 410.00 FEET TO A POINT OF CURVATURE;



3230222 10/25/2004 02:24P Weld County, CO  
35 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

- 6. ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 90°00'00", A RADIUS OF 12.00 FEET AND ARC LENGTH OF 18.85 FEET TO A POINT OF TANGENCY;
- 7. N 00°06'16" E, A DISTANCE OF 224.50 FEET;
- 8. S 89°53'44" E, A DISTANCE OF 100.00 FEET;
- 9. N 00°06'16" E, A DISTANCE OF 70.00 FEET;
- 10. S 89°53'44" E, A DISTANCE OF 147.40 FEET;
- 11. S 74°16'18" E, A DISTANCE OF 248.30 FEET TO THE POINT OF BEGINNING.

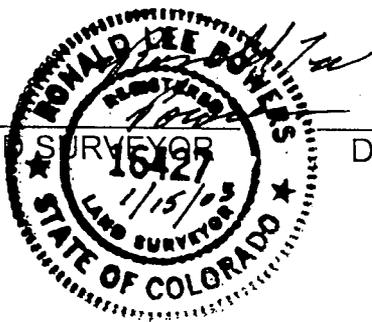
CONTAINING AN AREA OF 126,438 SQUARE FEET OR 2.903 ACRES MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, RONALD LEE POWERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

*Ronald Lee Powers*

RONALD LEE POWERS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 16427  
A&R LAND SURVEYING, LLC.  
224 POTOMAC STREET, SUITE 102  
AURORA, COLORADO 80011



DATE

3230222 10/25/2004 02:24P Weld County, CO  
 36 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

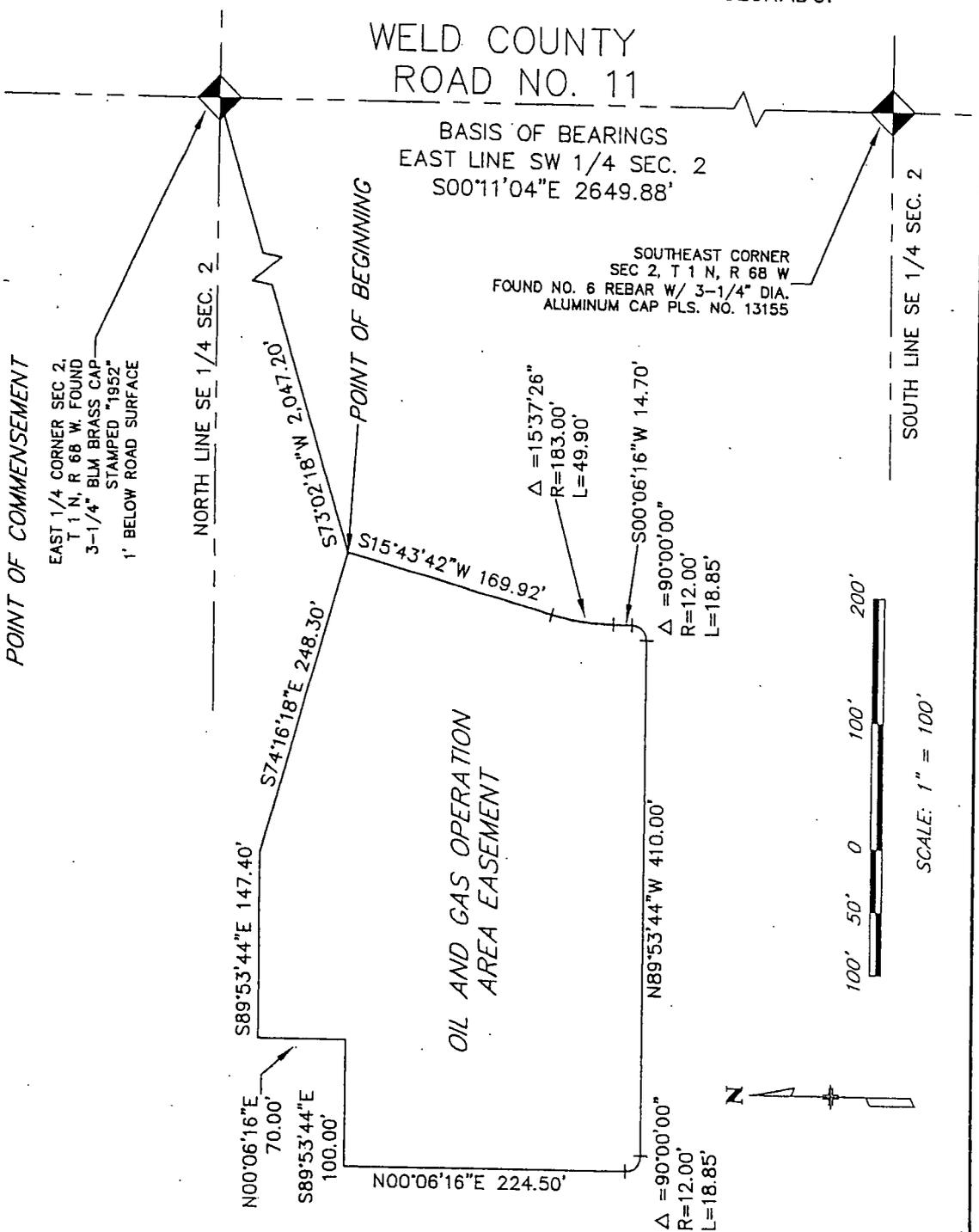
EXHIBIT B

PART OF THE SOUTHEAST 1/4 SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO.

WELD COUNTY  
 ROAD NO. 11

BASIS OF BEARINGS  
 EAST LINE SW 1/4 SEC. 2  
 S00°11'04"E 2649.88'

SOUTHEAST CORNER  
 SEC 2, T 1 N, R 68 W  
 FOUND NO. 6 REBAR W/ 3-1/4" DIA.  
 ALUMINUM CAP PLS. NO. 13155



THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

CONTAINS: 126,438 SQ. FT. OR  
 2.903 ACRES MORE OR LESS

SURVEYED BY:	OIL AND GAS OPERATION EASEMENT	CLIENT: CARLSON & ASSOC., INC.	JOB NUMBER: 00054
DRAWN BY: RCR	 <b>AR LAND SURVEYING, LLC.</b> 224 Potomac Street, Suite 102, Aurora, Colorado 80011 Ph: 303-365-9815, Fax 303-365-9827	LOCATION: SE 1/4	FILE NUMBER:
CHECKED BY: RLP		SECTION TOWNSHIP RANGE 2 1N 68W	SCALE: 1"=100'
DATE: 1-14-03		6TH PRINCIPAL MERIDIAN	SHEET: 3 OF 3
		COUNTY: WELD	



3230222 10/25/2004 02:24P Weld County, CO  
37 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B



Land Surveying, LLC.

**OIL AND GAS OPERATION AREA EASEMENT**

BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2 BY A 3 1/4" BRASS CAP STAMPED BLM 1952, ONE FOOT BELOW THE ROAD SURFACE AND THE SOUTHEAST CORNER OF SAID SECTION 2, BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS. NO. 13155, 0.6 FEET BELOW THE ROAD SURFACE, AND THE CONSIDERED TO BEAR S 00°11'04" E A DISTANCE OF 2,649.88 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE S 15°50'05" W, A DISTANCE OF 1,870.48 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING SIX (6) COURSES:

1. S 18°44'38" E, A DISTANCE OF 274.40 FEET;
2. S 89°34'18" W, A DISTANCE OF 69.60 FEET;
3. S 00°25'42" E, A DISTANCE OF 90.00 FEET;
4. S 89°34'18" W, A DISTANCE OF 289.99 FEET;
5. N 00°25'42" W, A DISTANCE OF 260.01 FEET;
6. N 71°15'22" E, A DISTANCE OF 287.96 FEET TO THE POINT OF BEGINNING.



3230222 10/25/2004 02:24P Weld County, CO  
38 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

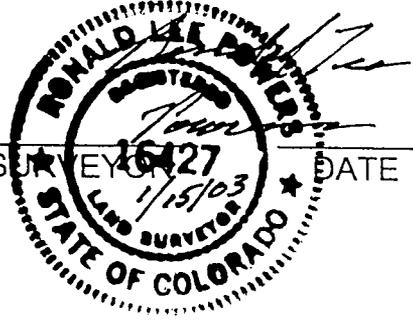
CONTAINING AN AREA OF 96,173 SQUARE FEET OR 2.208 ACRES MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, RONALD LEE POWERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

*Ronald Lee Powers*

RONALD LEE POWERS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 16427  
A&R LAND SURVEYING, LLC.  
224 POTOMAC STREET, SUITE 102  
AURORA, COLORADO 80011





3230222 10/25/2004 02:24P Weld County, CO  
 39 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

PART OF THE SOUTHEAST 1/4 SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DACONO, COUNTY OF WELD, STATE OF COLORADO.

NORTH LINE SE 1/4 SEC. 2

POINT OF COMMENCEMENT

EAST 1/4 CORNER SEC. 2,  
 T 1 N, R 68 W. FOUND  
 3-1/4" BLM BRASS CAP  
 STAMPED "1952"  
 1' BELOW ROAD SURFACE



SCALE: 1" = 100'

POINT OF BEGINNING

N00°25'42"W  
 260.01'

OIL AND GAS OPERATION  
 AREA EASEMENT

N71°15'22"E 287.96'

S15°50'05"W 1,870.48'

S18°44'38"E 274.40'

S89°34'18"W  
 69.60'

S00°25'42"E  
 90.00'

S89°34'18"W 289.99'

SOUTH LINE SE 1/4 SEC. 2

SOUTHEAST CORNER  
 SEC 2, T 1 N, R 68 W  
 FOUND NO. 6 REBAR W/ 3-1/4" DIA.  
 ALUMINUM CAP PLS. NO. 13155

WELD COUNTY ROAD NO. 11  
 BASIS OF BEARINGS EAST LINE SW 1/4 SEC. 2  
 S00°11'04"E 2649.88'

THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

CONTAINS: 96,173 SQ. FT. OR  
 2.208 ACRES MORE OR LESS

SURVEYED BY:	OIL AND GAS OPERATION EASEMENT	CLIENT:	CARLSON & ASSOC., INC.	JOB NUMBER:	00054
DRAWN BY:	<p>224 Potomac Street, Suite 102, Aurora, Colorado 80011                  Ph: 303-365-9815, Fax 303-365-9827</p>	LOCATION:	SE 1/4	FILE NUMBER:	
CHECKED BY:		SECTION	TOWNSHIP	RANGE	SCALE:
DATE:		2	1N	68W	1"=100'
1-14-03		6TH PRINCIPAL MERIDIAN	COUNTY:	WELD	SHEET:



3230222 10/25/2004 02:24P Weld County, CO  
40 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder



## EXHIBIT B

### PETROLEUM PIPELINE EASEMENT

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DAcono, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2 BY A 3 1/4" BRASS CAP STAMPED BLM 1952, ONE FOOT BELOW THE ROAD SURFACE AND THE SOUTHEAST CORNER OF SAID SECTION 2, BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED PLS. NO. 13155, 0.6 FEET BELOW THE ROAD SURFACE, AND THE CONSIDERED TO BEAR S00°11'04"E A DISTANCE OF 2649.88 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE S40°45'40"W, A DISTANCE OF 958.22 FEET TO THE POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING FIFTY-FOUR (54) COURSES:

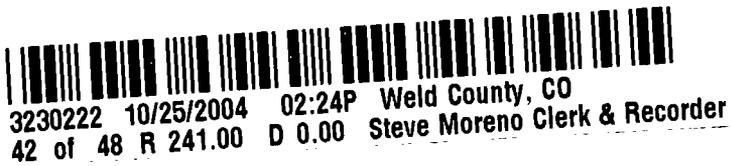
1. S 13°10'05" W, A DISTANCE OF 30.58 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 27°56'50", A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 134.14 FEET TO A POINT OF TANGENCY;
3. S 41°06'55" W, A DISTANCE OF 774.94 FEET;
4. S 46°09'26" W, A DISTANCE OF 797.77 FEET;
5. S 00°22'04" E, A DISTANCE OF 46.10 FEET;
6. N 37°19'30" E, A DISTANCE OF 180.47 FEET;
7. N 47°31'41" E, A DISTANCE OF 475.31 FEET;
8. N 50°13'03" E, A DISTANCE OF 265.53 FEET;
9. S 39°46'57" E, A DISTANCE OF 50.00 FEET;
10. S 50°13'03" W, A DISTANCE OF 264.35 FEET;



3230222 10/25/2004 02:24P Weld County, CO  
41 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

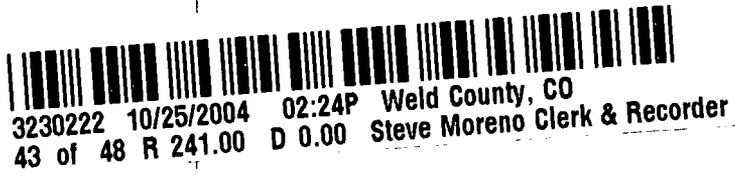
## EXHIBIT B

11. S 47°31'41" W, A DISTANCE OF 469.67 FEET;
12. S 37°19'30" W, A DISTANCE OF 131.48 FEET;
13. N 85°56'49" E, A DISTANCE OF 1,102.14 FEET;
14. S 04°03'11" E, A DISTANCE OF 50.00 FEET;
15. S 85°56'49" W, A DISTANCE OF 1,146.19 FEET;
16. S 37°19'30" W, A DISTANCE OF 42.60 FEET;
17. S 00°22'04" E, A DISTANCE OF 495.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD NO. 12 AS RECORDED IN THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY IN BOOK 86, AT PAGE 273 OF SAID OFFICIAL WELD COUNTY RECORDS, STATE OF COLORADO AND A DISTANCE OF 1,752.62 FEET EASTERLY TO THE WESTERLY RIGHT-OF-WAY OF WELD COUNTY ROAD NO. 11 AS RECORDED IN THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY IN BOOK 86, AT PAGE 273 OF SAID OFFICIAL WELD COUNTY RECORDS, STATE OF COLORADO;
18. S 89°34'18" W ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID WELD COUNTY ROAD NO. 12 BEING A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 50.00 FEET;
19. N 00°22'04" W, A DISTANCE OF 30.00 FEET;
20. S 89°34'18" W, A DISTANCE OF 6.60 FEET;
21. N 67°54'07" W, A DISTANCE OF 257.03 FEET TO A POINT OF CURVATURE;
22. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 16°12'37", A RADIUS OF 1,525.00 FEET AND AN ARC LENGTH OF 431.46 FEET TO A POINT OF TANGENCY;
23. N 51°41'30" W, A DISTANCE OF 235.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2;
24. N 00°06'16" E ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 2,132.38 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 2;



## EXHIBIT B

25. N 00°06'11" E ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 50.00 FEET;
26. N 89°43'56" E, A DISTANCE OF 20.00 FEET;
27. S 00°06'11" W BEING A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 50.00 FEET;
28. S 00°06'16" W BEING A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 717.51 FEET;
29. N 89°30'31" E, A DISTANCE OF 14.37 FEET;
30. N 18°58'01" E, A DISTANCE OF 22.11 FEET;
31. N 84°57'54" E, A DISTANCE OF 514.40 FEET;
32. S 05°02'06" E, A DISTANCE OF 50.00 FEET;
33. S 84°57'54" E, A DISTANCE OF 481.93 FEET;
34. S 18°58'01" E, A DISTANCE OF 25.01 FEET;
35. S 89°30'31" W, A DISTANCE OF 50.26 FEET TO A POINT 20.00 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2;
36. S 00°06'16" W BEING A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 2, A DISTANCE OF 1,317.11 FEET;
37. S 51°41'30" E, A DISTANCE OF 249.36 FEET TO A POINT OF CURVATURE;
38. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 16°12'37", A RADIUS OF 1,475.00 FEET AND AN ARC LENGTH OF 417.31 FEET TO A POINT OF TANGENCY;
39. S 67°54'07" E, A DISTANCE OF 243.49 FEET;
40. N 00°22'04" W, A DISTANCE OF 375.06 FEET;
41. S 89°37'56" W, A DISTANCE OF 201.74 FEET;
42. N 73°09'09" E, A DISTANCE OF 51.86 FEET;



## EXHIBIT B

43. N 03°20'58" W, A DISTANCE OF 30.85 FEET;
44. S 73°09'09" W, A DISTANCE OF 160.47 FEET;
45. N 00°22'04" W, A DISTANCE OF 50.00 FEET;
46. N 71°17'40" E, A DISTANCE OF 253.00 FEET;
47. N 52°27'36" E, A DISTANCE OF 35.13 FEET;
48. N 46°09'26" E, A DISTANCE OF 871.29 FEET;
49. N 41°06'55" E, A DISTANCE OF 772.74 FEET TO A POINT OF CURVATURE;
50. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 18°20'13",  
A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 72.01 FEET;
51. N 67°13'18" W A DISTANCE OF 35.00 FEET TO AN ARC OF A CURVE;
52. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS  
N 67°13'18" W, HAVING A DELTA OF 09°36'37", A RADIUS OF 190.00 FEET  
AND AN ARC LENGTH OF 31.87 FEET TO A POINT OF TANGENCY;
53. N 13°10'05" E, A DISTANCE OF 30.58 FEET;
54. S 76°49'55" E, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 370,145 SQUARE FEET OR 8.497 ACRES MORE OR  
LESS.



3230222 10/25/2004 02:24P Weld County, CO  
44 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

LEGAL DESCRIPTION STATEMENT

I, RONALD LEE POWERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.

*Ronald Lee Powers*

RONALD LEE POWERS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 16427  
A&R LAND SURVEYING, LLC.  
224 POTOMAC STREET, SUITE 102  
AURORA, COLORADO 80011







3230222 10/25/2004 02:24P Weld County, CO  
 46 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

PORTION OF THE EAST 1/2 OF SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DACONO, COUNTY OF WELD, STATE OF COLORADO.

SE 1/4 SEC. 2

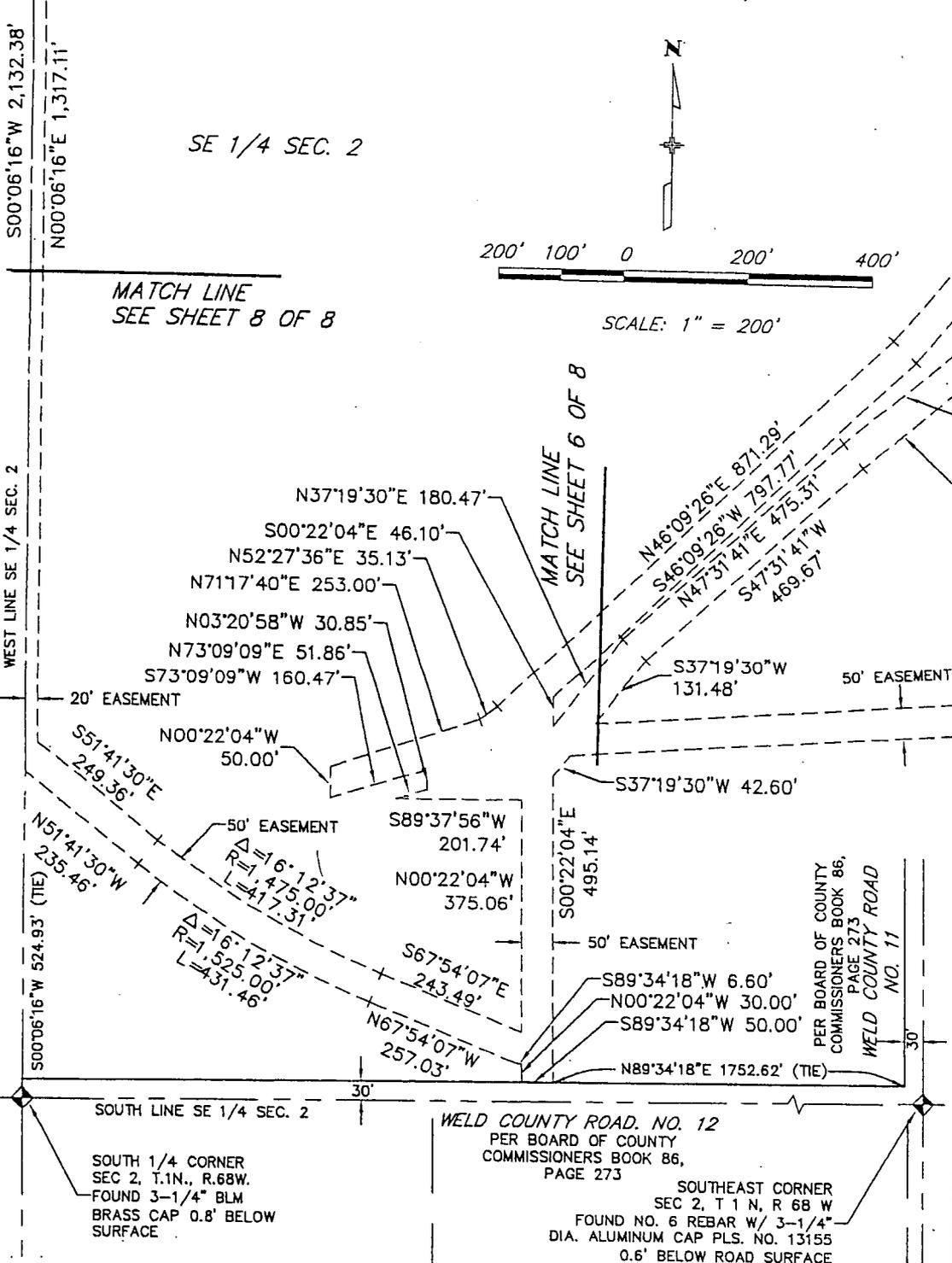


200' 100' 0 200' 400'

SCALE: 1" = 200'

MATCH LINE  
 SEE SHEET 8 OF 8

MATCH LINE  
 SEE SHEET 6 OF 8



SOUTH LINE SE 1/4 SEC. 2

WELD COUNTY ROAD NO. 12  
 PER BOARD OF COUNTY  
 COMMISSIONERS BOOK 86,  
 PAGE 273

SOUTH 1/4 CORNER  
 SEC 2, T.1N., R.68W.  
 FOUND 3-1/4" BLM  
 BRASS CAP 0.8' BELOW  
 SURFACE

SOUTHEAST CORNER  
 SEC 2, T 1 N, R 68 W  
 FOUND NO. 6 REBAR W/ 3-1/4"  
 DIA. ALUMINUM CAP PLS. NO. 13155  
 0.6' BELOW ROAD SURFACE

THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

CONTAINS: 370,145 SQ. FT. OR  
 8.497 ACRES MORE OR LESS

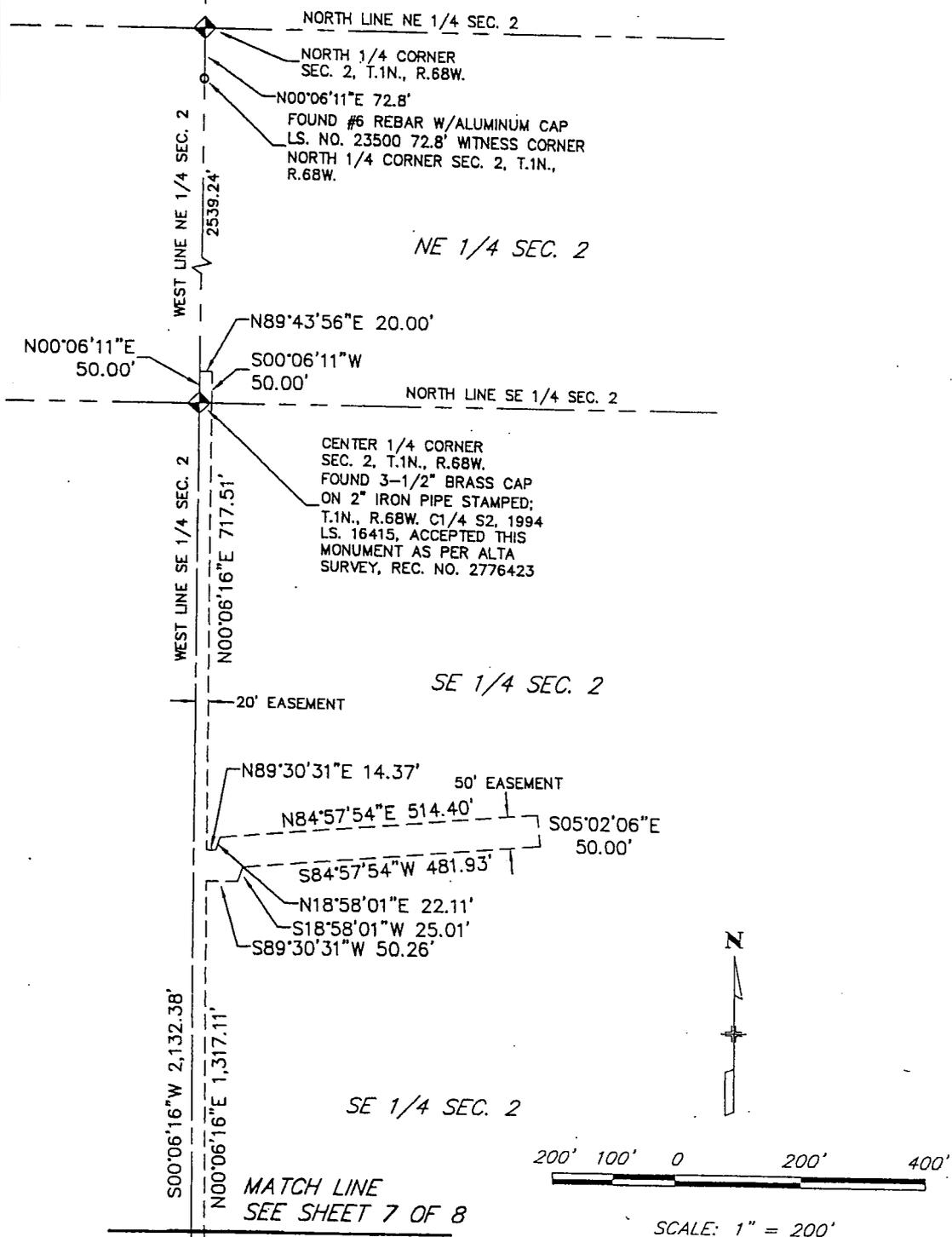
SURVEYED BY:		PETROLEUM PIPELINE EASEMENT		CLIENT:	CARLSON & ASSOC., INC.	JOB NUMBER:	00054
DRAWN BY:		RCR		LOCATION:	SE 1/4	FILE NUMBER:	
CHECKED BY:		RLP		SECTION	TOWNSHIP	RANGE	SCALE:
DATE:		1-10-03		2	1N	68W	1"=200'
				6TH PRINCIPAL MERIDIAN		SHEET:	
				COUNTY:	WELD		7 OF 8

AR LAND SURVEYING, LLC.  
 224 Potomac Street, Suite 102, Aurora, Colorado 80011  
 Ph: 303-365-0815, Fax: 303-365-8827

3230222 10/25/2004 02:24P Weld County, CO  
 47 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B

PORTION OF THE EAST 1/2 OF SECTION 2,  
 TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF DACONO, COUNTY OF WELD, STATE OF COLORADO.



THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY AND IS ONLY  
 INTENDED TO DEPICT THE ATTACHED  
 LEGAL DESCRIPTION.

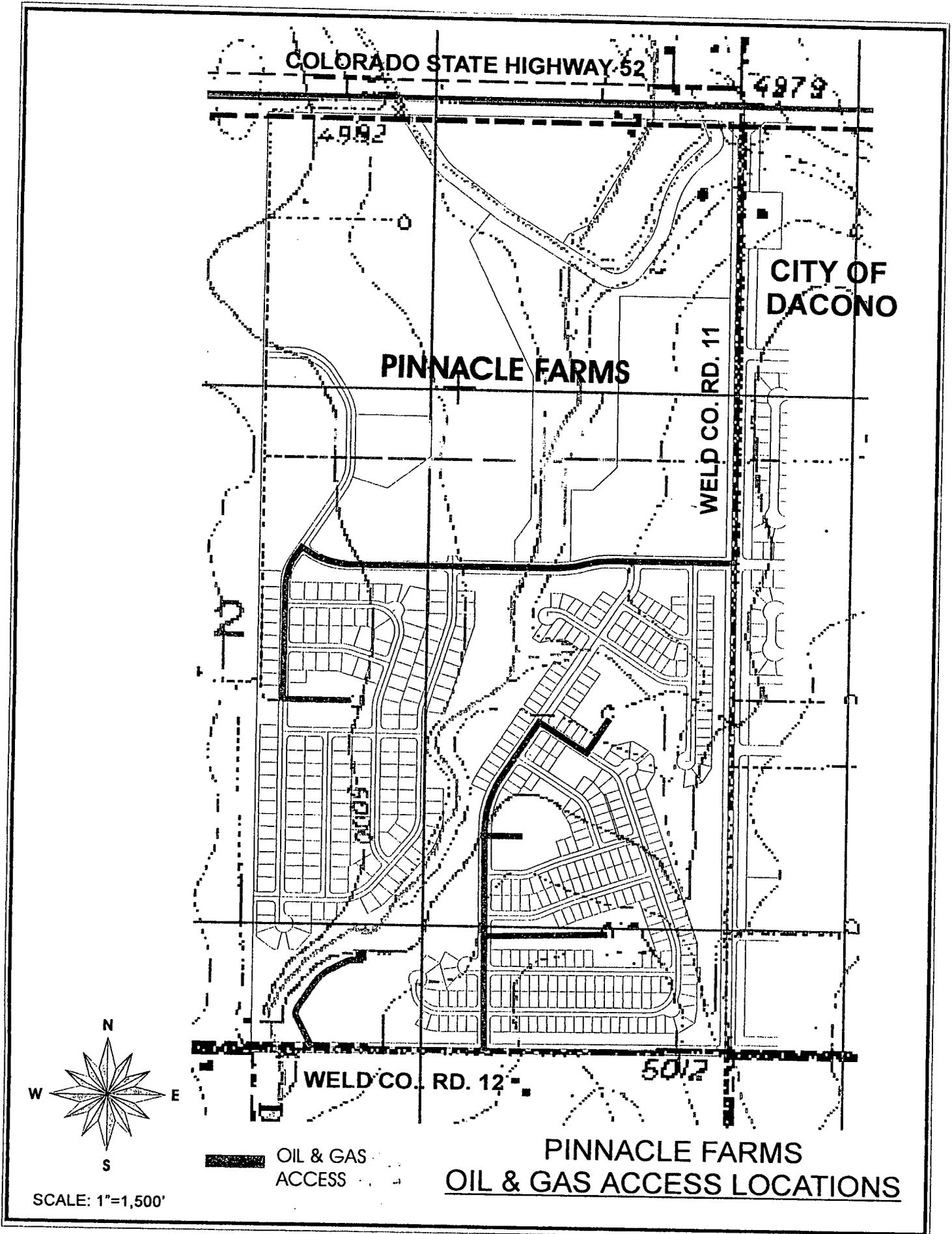
CONTAINS: 370,145 SQ. FT. OR  
 8.497 ACRES MORE OR LESS

SURVEYED BY: PETROLEUM PIPELINE EASEMENT		CLIENT: CARLSON & ASSOC., INC.	JOB NUMBER: 00054	
DRAWN BY: RCR	<p>224 Potomac Street, Suite 102, Aurora, Colorado 80011                  Ph: 303-365-9815, Fax: 303-365-9827</p>	LOCATION: SE 1/4	FILE NUMBER:	
CHECKED BY: RLP		SECTION 2	TOWNSHIP 1N	RANGE 68W
DATE: 1-10-03		6TH PRINCIPAL MERIDIAN	SCALE: 1"=200'	SHEET: 8 OF 8
		COUNTY: WELD		



3230222 10/25/2004 02:24P Weld County, CO  
48 of 48 R 241.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT C



**PINNACLE FARMS  
OIL & GAS ACCESS LOCATIONS**