

## SURFACE USE AGREEMENT

**THIS SURFACE USE AGREEMENT** ("Agreement") is effective this 30th day of November, 2008, by and among ANADARKO E&P COMPANY LP ("Anadarko E&P"), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330; NOBLE ENERGY, INC. ("Noble") with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202; KERR-McGEE OIL & GAS ONSHORE LP ("KMG"), a subsidiary of Anadarko Petroleum Corporation, with an address of 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202; ENCANA OIL & GAS (USA) INC. ("EnCana") with an address of 370 17<sup>th</sup> Street, Suite 1700, Denver, Colorado 80202 (the Anadarko Entities, KMG, Noble, and EnCana are referred to hereinafter individually or collectively as an "Oil Company" or the "Oil Companies"); and PIONEER COMMUNITIES HOLDINGS LLC ("Pioneer"); HP FARMS LLC ("HP"); HP FARMS HOLDINGS LLC ("HP Holdings"); and RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT ("Resource Colorado"), with respect to their interests in the property, all with an address of 4643 S. Ulster Street, Suite 1300, Denver, Colorado 80237.

A. Pioneer, HP, HP Holdings and Resource Colorado are hereinafter referred to individually and collectively as "Surface Owner," with the reference being to each of them with respect to its specific interests in the Property.

B. Surface Owner owns the surface estate for approximately 5600 acres located in Weld County, Colorado, specifically described in the attached Exhibit 1 and referred to hereinafter as the "Property," with Pioneer owning the Property described in Exhibit 1A, HP owning the Property described in Exhibit 1B, HP Holdings owning the Property described in Exhibit 1C, and Resource Colorado owning the Property described in Exhibit 1D.

C. Surface Owner intends to develop portions of the Property for residential and commercial uses and open space or agricultural uses, as the case may be, and has applied to Weld County for approval of an application for development for the Property.

D. Surface Owner intends that the portions of the Property in Sections 2, 11, 14 and 15, and the E/2 of Section 12 and NW/4 of Section 13, Township 2 North, Range 65 West, will continue to be used for agricultural purposes ("Agricultural Lands"), and Surface Owner anticipates that it will enter into one or more leases for the farming of the Agricultural Lands.

E. The Anadarko Entities together own all of the oil, gas and associated liquid hydrocarbons that underlie the portions of the Property in Sections 5, 7, 9 and 17 in Township 2 North, Range 64 West and Sections 11, 13, and 15 in Township 2 North, Range 65 West, and Anadarko Land owns the minerals exclusive of oil, gas and associated liquid



hydrocarbons under such property, all of such property together being referred to hereinafter as the "Anadarko Mineral Property" and specifically described in Exhibit 2A.

F. KMG and Noble each own certain oil and gas leasehold interests in the Anadarko Mineral Property that they derived through a predecessor company to Anadarko E&P.

G. KMG currently operates six wells on the Anadarko Mineral Property as more specifically identified in Exhibit 2A(1).

H. Noble currently operates twenty-three wells on the Anadarko Mineral Property as more specifically identified in Exhibit 2A(2).

I. Noble, KMG and EnCana own certain oil and gas leasehold interests in the portions of the Property in Section 32, Township 3 North, Range 64 West and Sections 4, 8 and 18, Township 2 North, Range 64 West and Sections 2, 12 and 14, Township 2 North, Range 65 West, all of such property together being referred to hereinafter as the "Oil and Gas Leasehold Property" and specifically described in Exhibit 3A.

J. KMG currently operates nine wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(1).

K. Noble currently operates thirteen wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(2).

L. EnCana currently operates thirteen wells on the Oil and Gas Leasehold Property as more specifically identified in Exhibit 3A(3).

M. The wells for the well locations identified in Exhibits 2A(1), 2A(2), 3A(1), 3A(2) and 3A(3) are hereinafter referred to together or separately as the "Existing Wells" or an "Existing Well."

N. The Oil Companies have rights to further develop their oil and gas interests and oil and gas leasehold interests by drilling additional wells on both the Anadarko Mineral Property and the Oil and Gas Leasehold Property, as the case may be, which are hereinafter referred to as the "Future Wells."

O. Current Colorado Oil and Gas Conservation Commission ("COGCC") rules and regulations allow the owners and/or lessees of the oil and gas for the Property to locate oil and/or gas wells in five drilling windows in a quarter section, one in approximately the center of each quarter-quarter section in a 400 foot by 400 foot window and one in the center of the quarter section in an 800 foot by 800 foot window.



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P. The parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which they will comply with respect to the development of the two estates.

Q. This Agreement is intended to set forth the parties' rights and obligations regarding the relationship between the development of the surface of the Property by Surface Owner and the development of the oil and gas estate by the Oil Companies, such rights and obligations to be binding upon the parties and their successors and assigns.

R. With respect to the Anadarko Mineral Property, this Agreement is limited to the compatible development of the surface estate and the oil and gas estate; it does not in any respect apply to the minerals other than the oil, gas and associated liquid hydrocarbons owned by Anadarko Land which are the subject of a separate agreement between Anadarko Land and Surface Owner.

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

1. Oil and Gas Operations Areas.

a. A reference herein to an "Oil Company" or the "Oil Companies" shall mean the company or companies that own oil and gas interests and/or oil and gas leasehold interests and/or that have the right to drill oil and gas wells on a specific parcel within the Property and their lessees and assignees and all of their successors and assigns.

b. Surface Owner shall delineate and provide to the Oil Companies for their exclusive use (except as otherwise specifically provided herein in Section 1.h.) for their oil and gas operations those portions of the Property identified as the "Oil and Gas Operations Areas" and depicted on Exhibit 4. The Oil and Gas Operations Areas are to be made available to the Oil Companies in their present condition for any and all operations contemplated in this Agreement. Exhibit 4 is a series of maps that show the Existing Wells and the Oil and Gas Operations Areas for the Existing Wells and also the Oil and Gas Operations Areas for the Future Wells and an engineered drawing for each quarter section within each Section included in the Property, such drawing identifying the Oil and Gas Operations Areas within the quarter section, with existing access routes and pipeline easements, and also the separate "Production Facility Locations" (as hereinafter defined).

c. Except as is otherwise provided in the letter agreements referenced in Section 2 and as described in the letter agreements and in Section 2.c., the Oil Companies shall drill and/or operate oil and/or gas wells on the Property only within the Oil and Gas Operations Areas identified on Exhibit 4, which are hereinafter referred to individually or collectively, as the case may be, as an "Oil and Gas Operations Area" or the "Oil and Gas Operations Areas." Operations and uses within the Oil and Gas Operations Areas include, but are not limited to, drilling, completion, and maintenance of wells (including multiple wells within an Oil and Gas Operations Area) and equipment, production operations, workovers, well recompletions

and deepenings, fracturing, twinning, and drilling of replacement wells and the location, operation and maintenance of tanks and other associated oil and gas production and drilling equipment and facilities.

d. For the Oil and Gas Operations Areas depicted on Exhibit 4 that are shown on the Exhibit as being 600 feet by 600 feet in dimension, the Oil Companies shall drill and operate oil and/or gas wells only within the 300 foot by 300 foot Well Pad Areas that are depicted as such on the Exhibit. Oil and Gas Operations Areas that are 600 feet by 600 feet in dimension shall be surrounded by a fifty foot (50') no-build zone around the outer boundary of the Oil and Gas Operations Area which is hereinafter referred to individually or collectively as a "Non-Occupied Structure Zone" or the "Non-Occupied Structure Zones" and depicted as such on the Exhibit. Oil and Gas Operations Areas that are a circle with a radius of two (200) hundred feet shall be surrounded by a fifty (50) foot no-build zone around the outer boundary of the Oil and Gas Operations Area and also depicted on Exhibit 4 as a Non-Occupied Structure Zone. Oil and Gas Operations Areas that are a circle with a radius of two hundred and fifty feet (250') shall have no Non-Occupied Structure Zone around the outside perimeter of the Oil and Gas Operations Area.

e. The Oil and Gas Operations Areas for Existing Wells and also for Future Wells shall include the areas reflected on Exhibit 4.

f. The Oil Companies shall continue to have the right to drill one or more wells and install associated oil and gas equipment and facilities within all Oil and Gas Operations Areas and to deepen, recomplete or twin any well that is drilled or has been drilled, as well as to drill directional and horizontal wells that produce from and drain the Property or lands other than the Property.

g. The Oil Companies shall also have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Areas.

h. Surface Owner shall not plat any surface property line within the Oil and Gas Operations Areas and associated Non-Occupied Structure Zones or the Production Facility Locations, and no temporary or permanent building or other structure or improvement or landscaping shall be located by Surface Owner within or beneath the Oil and Gas Operations Areas or Production Facility Locations. The Oil and Gas Operations Areas and Production Facility Locations shall be for the exclusive use of oil and gas operations and production; provided however, the parties understand that the Agricultural Lands have been dedicated to agricultural use pursuant to the requirements of Weld County, and the applicable parties agree that Surface Owner or its surface tenant may construct, operate and maintain either drip or center pivot irrigation systems within the Oil and Gas Operations Areas within the Agricultural Lands only, but only within the portion of the Oil Gas Operations Area outside the Well Pad Area and only with the consent of and in consultation with the applicable Oil Companies; and provided, further, that the Oil Companies shall in no event be liable for damages or injuries to irrigation systems located within such Oil and Gas Operations Areas



that may result from their oil and gas operations. Surface Owner, jointly and severally, agree to defend, indemnify and hold each of the Oil Companies harmless against damages and injuries to irrigation systems and related equipment that in any way results from or is caused by the non-negligent oil and gas operations of the Oil Companies on the Agricultural Lands at any time.

2. Directional Drilling Costs Reimbursements and Letter Agreements.

a. Surface Owner and the Oil Companies have entered into separate letter agreements dated the same date as this Agreement that delineate certain options and obligations of the parties with respect to the payment by Surface Owner of directional drilling costs that are letter agreements between: i) Surface Owner and KMG and the Anadarko Entities; ii) Surface Owner and Noble; iii) Surface Owner and Noble and the Anadarko Entities; and iv) Surface Owner and EnCana, and all of which are referred to hereinafter separately as a "letter agreement" and together as the "letter agreements."

b. A reference in this Section 2 to "Relinquished Locations" shall be to vertical drilling windows provided for in COGCC rules and regulations and specifically identified as such in the letter agreements.

c. The letter agreements provide that, for each quarter section and during the period of time prior to the time that a final plat is recorded for a quarter section (or portion thereof), Surface Owner has the option to pay the Oil Company certain directional drilling costs specified in the letter agreement for wells that the parties have identified in the letter agreement as Relinquished Locations, or in the event that Surface Owner fails to pay the directional drilling costs associated with a well for a Relinquished Location, the Oil Company has the option to drill the well either in the Oil and Gas Operation Area specified in this Agreement or in the Relinquished Location.

d. The parties agree that Surface Owner and the Oil Companies will amend this Agreement within ninety (90) days from the date that an Oil Company drills a vertical well within a Relinquished Location in which they substitute for the diagram for the quarter section in Exhibit 4, an exhibit for the quarter section that depicts the vertical well location and associated access and pipeline easements. The amendment to this Agreement and to the zoning plat described in Section 2.e. shall reflect an Oil and Gas Operations Area for the vertical location that is a circle with a radius of two hundred (200) feet, plus a Non-Occupied Structure Zone, and identify pipelines and access as mutually agreed upon by Surface Owner and the Oil Companies, or in the event that the parties cannot agree, as designated by the Oil Companies. In all such cases, the terms of this Agreement shall apply to the vertical wells and oil and gas operations for the vertical wells, including but not limited to, waivers of setbacks and surface damage payments.

e. Surface Owner agrees to amend the zoning plat for the Property from time to time to reflect vertical well locations drilled by the Oil Companies within Relinquished Locations for the affected quarter sections the earlier of: i) annually on or before March 31



each year; or ii) at the time a final plat is submitted to the County for all or any portion of the quarter section, all as more specifically described in the letter agreements.

3. Production Facility Locations and Fences and Equipment.

a. The Oil Companies agree that they shall locate oil and gas drilling and production equipment and facilities only within the Oil and Gas Operations Areas and the locations identified on Exhibit 4 as the Production Facility Locations.

b. Production Facility Locations shall include the areas reflected on Exhibit 4, all of which Surface Owner shall provide to the Oil Companies in their present condition and for their exclusive use.

c. With respect to equipment and facilities other than flowlines or pipelines:

i. the Oil Companies shall install and maintain, at their sole cost and expense, all fences around Existing Wells and Future Wells in compliance with the rules and regulations of the COGCC; provided, however, Surface Owner may request that the Oil Companies install a type of fencing different than that which would be required by the COGCC with the consent of the applicable Oil Company and at the expense of Surface Owner;

ii. the Oil Companies shall install and maintain, at their sole cost and expense, all gates and locks reasonably necessary for the security of any wells or facilities within the Oil and Gas Operations Areas and Production Facility Locations; such gates and locks to be standard gates and locks used by the Oil Company;

iii. the Oil Companies shall paint production facilities, including wellhead guards and tanks, with a color of paint approved by the COGCC;

iv. with respect to Future Wells to be drilled on the Property, the Oil Companies shall use low profile tanks, where practicable; and

v. Surface Owner shall not inhibit access by the Oil Companies to the Oil and Gas Operations Areas and the Production Facility Locations or inhibit their operations within the Oil and Gas Operations Areas and the Production Facility Locations by landscaping or other improvements, unless otherwise agreed to by Surface Owner and the applicable Oil Company.

4. Limited and Specified Uses within Non-Occupied Structure Zones. With the consent of the applicable Oil Company (which consent shall not be unreasonably withheld), Surface Owner may install only underground utilities, sidewalks, trails, and parking areas within the Non-Occupied Structure Zones and also landscape for native grasses and shallow-root landscaping irrigated by sprinklers within such areas, all at the cost and expense of Surface Owner. Surface Owner shall cooperate with the applicable Oil Company to ensure that any underground utilities, sidewalks, trails, and parking areas within the Non-Occupied Structure Zones are restricted from public access during oil and gas operations. The Oil

Companies shall in no event be liable for damages or injuries to landscaping or sprinkler systems or underground utilities or sidewalks, trails or parking areas that occur from oil and gas operations on the Property. Except for the uses and improvements expressly identified in this Section, the agreements and restrictions in Section 1.h. shall apply to the Non-Occupied Structure Zones, so that the specific uses and improvements expressly identified herein and as provided herein are the only uses and improvements for which Surface Owner may utilize the Non-Occupied Structure Zones.

5. Access to Oil and Gas Operations Areas.

a. Surface Owner acknowledges and understands that the Oil Companies have the right to continue to use the access routes that they are currently utilizing to access the Oil and Gas Operations Areas with Existing Wells and the Production Facility Locations with existing facilities as reflected on Exhibit 4 until such time as Surface Owner constructs permanent access roads to the Oil and Gas Operations Areas and Production Facility Locations. Prior to the construction of permanent access roads, access to Oil and Gas Operations Areas with no Existing Wells and to Production Facility Locations where no facilities are currently located shall be at locations that are mutually agreed upon by the applicable Oil Company and Surface Owner; provided however, in the event that the parties cannot agree upon an access route, the Oil Company may access such Oil and Gas Operations Areas and Production Facility Locations along routes that are convenient to it. At the time Surface Owner proposes to plat a particular Section of the Property, it will consult with the Oil Companies about the locations of proposed permanent access roads for both current and future oil and gas operations, and the parties shall mutually agree upon the locations of access roads. The Oil Companies may continue to use existing access roads until receipt of written notice from Surface Owner that the permanent access road to the Oil and Gas Operations Area or Production Facility Location is complete and available for access, and the Oil Companies will use the permanent access road after the road has been constructed.

b. Surface Owner in all events and at all times shall provide the Oil Companies with continuous access to all Oil and Gas Operations Areas, Production Facility Locations and pipeline easements.

c. Access may be changed by mutual agreement of Surface Owner and the appropriate Oil Company or Oil Companies; provided however, all costs and expenses of such relocations shall be borne by the party that requests them. No party shall unreasonably interfere with the use by the other of an access road.

d. Surface Owner shall keep the portions of access roads jointly used by Surface Owner or its subdivision and/or business occupants and the Oil Companies in good condition and repair until such roads are dedicated to a local jurisdiction; provided, however, if one of the Oil Companies causes damage to a portion of a road that is jointly used by the Oil Companies and Surface Owner or its occupants and that was constructed to the specifications in Subsection 5.e.(1), then the Oil Company or Oil Companies shall promptly repair the damage that is a direct result of its use of the road.



e. Construction and Width of Access Roads.

(1) Access roads or portions of access roads that are jointly used or will be jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width, and Surface Owner shall construct or improve all paved or improved joint access roads to be used by the Oil Companies so as to withstand the weight of oilfield equipment. Specifically, Surface Owner shall construct such roads so that they can be used to withstand the weight of 110,000 pounds and 28,000 pounds per axle.

(2) Access roads or portions of access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet or more in width, and the Oil Companies shall install and maintain such roads or portions of roads to those state and local standards that apply to oil and gas operations. The Oil Companies shall be solely responsible for the maintenance of those portions of access roads that are being used only by them.

f. If Surface Owner proposes to construct roads that will cross over pipelines that are then installed on the Property, upon the request of the particular Oil Company, Surface Owner shall pay the applicable Oil Company the reasonable costs to have the Oil Company sleeve the portions of the pipelines that are to be crossed by such roads, such payment to be made by Surface Owner at least ten (10) business days prior to the commencement of the work. Surface Owner shall not install the portion of the road that crosses the pipeline until the pipeline has been sleeved.

g. At all times and in every instance referenced in this Section 5, the Oil Companies shall be assured uninterrupted access to all of the Oil and Gas Operations Areas and Production Facility Locations and pipeline easements, and no such access shall be closed until an acceptable replacement of access is available for use.

6. Pipelines, Flowlines and Pipeline Easements.

a. The Oil Companies shall continue to operate and maintain pipelines and flowlines at the locations and/or within easements that currently exist on the Property until such time as the applicable Oil Company and Surface Owner may agree to enter into a relocation agreement. Prior to a proposal by Surface Owner of a final development plan for a particular Section within the Property, flowlines and pipeline easements to be installed on the Property to service Future Wells shall be at locations that are mutually agreed upon by the applicable Oil Company and Surface Owner; provided, however, in the event that the parties cannot agree upon the location of such pipeline easements and flowlines, the Oil Company has the right to install such pipelines and flowlines along routes that are convenient to it. At the time Surface Owner proposes to plat a particular Section of land of the Property, it will consult with the Oil Companies about locations for proposed permanent easements for pipelines and flowlines for both current and future oil and gas operations, and the parties shall mutually agree upon the locations of the permanent flowlines and pipeline easements. The Oil Companies will install future pipelines and flowlines within such easements, and relocate



pipelines and flowlines as necessary, upon the payment by Surface Owner of the applicable relocation costs and the execution of a relocation agreement. A reference hereinafter to a "pipeline" shall include a reference to both a pipeline and a flowline.

b. The Oil Companies shall continue to have the right and be entitled to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to their operations on the Property. Nothing in this Agreement shall be construed as a limitation on the rights of the Oil Companies to make all necessary well connections to any Existing Well or any Future Well.

c. Locations for pipelines, flowlines and such easements may be changed by mutual agreement of Surface Owner and the appropriate Oil Company or Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by the party that requests the relocation. In the event that Surface Owner requests the relocation of a pipeline or flowline, the applicable Oil Company shall provide Surface Owner with a written estimate of the relocation costs which Surface Owner shall thereafter promptly remit to the Oil Company. Final payment for the relocation work shall be made based upon actual costs upon completion of the work and after an itemized statement is provided to Surface Owner. Surface Owner shall pay any excess above the estimate within thirty (30) days after submission by the Oil Company to Surface Owner of the itemized statement, or, as the case may be, the Oil Company shall remit within the same time any excess payment made by Surface Owner. The Oil Company shall perform the work for the relocation or designate a contractor to perform the work.

d. Pipeline easements shall be fifty (50) feet in width during construction activities and thirty (30) feet in width for all operations, maintenance and transportation activities. Flowline easements shall be thirty (30) feet in width for all operations.

e. Pipeline and flowline easements shall be for the exclusive use of oil and gas production operations; provided, however:

(1) the easements may be shared by the Oil Companies and their lessees, assignees of lessees and successors and assigns;

(2) dry utilities may be installed by Surface Owner in the outer ten (10) feet of the pipeline easements in accordance with Subsection 6.f. below; and

(3) the surface of pipeline easements may be used for soft surface trails as provided in Subsection 6.i. and for trees and shrubs as provided in Subsection 6.j.

f. Surface Owner shall have the right to cross the pipeline easements at approximately right angles, and Surface Owner shall also have the right to install and maintain easements:

(1) that are within the outer ten feet of the pipeline easements for dry utilities;  
and

(2) that are adjacent to, but not within, the easements identified herein, for other utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however; (x) any new underground facilities that travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; (y) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and (z) any overhead power lines shall be at least twenty (20) feet above the ground. Utility crossings shall have a minimum of eighteen (18) inches vertical separation from pipelines.

g. Surface Owner agrees that, and will notify each utility company that, except in cases of emergency, the Oil Companies must be contacted at least ten (10) business days prior to commencement of any trenching or digging activities within ten (10) feet of their easement areas. If Surface Owner's development plans anticipate that roadways will or may in the future cross over easements that have pipelines, upon the request of the particular Oil Company, Surface Owner shall pay for all costs to have the Oil Company sleeve the pipeline and lower or re-bore any pipeline that is to be crossed by such roadway, such payment to be paid by Surface Owner ten (10) business days prior to the commencement of the work. Surface Owner shall not permit the construction of the roadway crossing over the pipeline until the work has been completed.

h. Surface Owner shall grant the pipeline easements (for production from the Property and/or other lands) to the Oil Company at the time the Oil Company requests them and at no cost to the Oil Company.

i. Except as otherwise provided herein and in Section 6.j below, Surface Owner shall not construct or install or permit the construction or installation of any temporary or permanent building, structure, facility, or other improvement or any landscaping, including trees or shrubs, within temporary, permanent or existing pipeline easement areas; provided, however, with the consent of the particular Oil Company, Surface Owner may install non-permanent soft surface trails that meander over and across portions of pipeline easements; provided that, the Oil Companies at all times have access to the pipelines. Surface Owner agrees that, in the events of: x) an emergency in the opinion of an Oil Company; or y) the construction or maintenance of a pipeline by the Oil Company, Surface Owner, at the request of the Oil Company, shall shut down portions of the trail identified by the Oil Company in order for the Oil Company to perform the work on the pipeline.

j. Surface Owner may install trees within the outer five (5) feet and shrubs within the outer ten (10) feet of one side of the pipeline easement for both trees and shrubs; provided, however, the Oil Companies shall not be liable for injury or damage to such trees and shrubs that results from oil and gas operations on the Property.

k. Surface Owner shall maintain a minimum ground cover of forty-eight (48) inches and not more than seventy-two (72) inches over pipelines and flowlines in the conduct of its operations and its construction activities on the Property.

l. When crossing pipelines with heavy equipment, such as earth moving equipment, Surface Owner shall maintain a minimum of four (4) feet and a maximum of six (6) feet of dirt over all pipelines, in addition to the then existing cover over the pipelines. When crossing pipelines with light trucks and equipment, Surface Owner shall maintain a minimum of two (2) feet and a maximum of six (6) feet of dirt over all pipelines, in addition to the then existing cover over the pipelines. Surface Owner shall not stockpile soil over any pipeline.

m. Surface Owner may lay sidewalks that are no more than twelve (12) feet in width only at right angles or approximately right angles to pipeline easements; provided, however, the Oil Companies shall not be liable for injury or damage to sidewalks that results from oil and gas operations on the Property.

7. Plats and Local Applications. Surface Owner shall identify the Oil and Gas Operations Areas (including the Non-Occupied Structure Zones referenced in Subsections 1.d. and 2.d.), Production Facility Locations and all access routes and pipeline easements on its plats and in all applications for development it files with a local jurisdiction, and the plats shall include restrictions that no property line or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the Oil and Gas Operations Areas, Production Facility Locations or pipeline easements, except as otherwise specifically provided herein. Surface Owner shall record the plats in the Office of the Clerk and Recorder of Weld County and provide written evidence to the Oil Companies of the recording.

8. Waiver of Surface Damage Payments. Except for payments for actual crop loss for crops that have been planted at the time that an Oil Company commences the drilling of a well on the Property, Surface Owner hereby waives all surface damage payments or other such payments for the use of the Property or portions thereof pursuant to any current or future COGCC or local regulation, state statute, common law or prior agreement for each and every well and related wellsite that is or will be drilled and located within the Oil and Gas Operations Areas (or as provided in Section 2.c.) and for associated oil and gas equipment and facilities to be located within the Oil and Gas Operations Areas and the Production Facility Locations and for flowlines, access and pipeline easements. The Oil Companies or their lessees or their successors and assigns may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver. "Surface damage payments" shall have the meaning commonly used in the oil and gas industry.

9. Waiver of Setback Requirements. 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 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 the Oil Companies, or their successors and/or assigns, to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner understands that the Oil Companies may cite the waiver in this Section 9 in order to obtain a location exception or variance under COGCC rules or from a local jurisdiction.

10. Governmental Proceedings.

a. Surface Owner Will Not Object. Provided that the request or application of the specific Oil Company is in compliance with this Agreement, Surface Owner agrees that it will not object in any forum to the use by the particular Oil Company of the surface of the Property consistent with this Agreement and hereby waives any such right to object or right to request a hearing. Surface Owner further agrees that it will provide such other written approvals and waivers that are requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location. Surface Owner further waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well, so long as the location of the proposed well is in compliance with this Agreement and the letter agreements, as applicable. Surface Owner further consents to the location of multiple wells within an Oil and Gas Operations Area that are greater or less than fifty (50) feet apart so long as all such wells are located within the Oil and Gas Operations Area and otherwise comply with the terms in this Agreement, and Surface Owner shall execute written waivers for specific wells upon the request of the Oil Company; provided that, all such wells are located within an Oil and Gas Operations Area and otherwise conform to the requirements in this Agreement.

b. Oil Companies Will Not Object. Provided that Surface Owner is in compliance with this Agreement, the Oil Companies agree that they will not object in any forum to a request by Surface Owner to annex, zone, rezone, plat or replat all or any portion of the Property and hereby waive any such right to object.

11. Notices of Hearings. Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before a local jurisdiction.

12. Notice to Homeowners and Builders. Surface Owner shall furnish all builders and developers who purchase all or any portion of the Property from it and each person or entity that enters into a contract to purchase from it a lot that is adjacent to, or any part of



which is within, 350 feet from an Oil and Gas Operations Area or a Production Facility Location or a flowline or pipeline easement, with a copy of a plat that shows the locations of the Oil and Gas Operations Areas, Production Facility Locations and flowlines and pipeline easements and access. Additionally, Surface Owner shall record in the Weld County Clerk and Recorder's Office a copy of the form of Notice attached hereto as Exhibit 5.

13. Notice of Oil and Gas Operations. The Oil Companies shall provide Surface Owner with notice of drilling operations and subsequent well operations in accordance with COGCC rules and regulations. Regardless of the foregoing notice requirements, an Oil Company shall have immediate access to its wells and facilities in the event of an emergency.

14. Impact Mitigation. Surface Owner shall bear all costs to install such noise and visual impact mitigation measures it desires or the local jurisdiction requires that Surface Owner install at or around the Oil and Gas Operations Areas and the Production Facility Locations that are in excess of or in addition to those measures that are required by COGCC regulations for areas that are not high density; provided, however, the operator of the well within the particular Oil and Gas Operations Area or Production Facility Location shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

15. Compliance with KMG's General Guidelines. With respect to the oil and gas operations of KMG on the Property, Surface Owner acknowledges that it has received a copy of a document from KMG titled "General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities" (Revision 3/01/2004) with which Surface Owner agrees to comply and which is attached hereto as Exhibit 6. In the event of a conflict between this Agreement and the General Guidelines concerning the oil and gas operations of KMG on the Property, the General Guidelines shall control with respect to those matters that are specifically addressed in the General Guidelines.

16. Termination of Surface Owner's Agreements. Surface Owner and the Anadarko Entities shall terminate the Surface Owner's Agreements that cover the Anadarko Mineral Property that are identified in Exhibit 7 by the execution of the form of Termination of Surface Owner's Agreements attached to this Agreement as Exhibit 7, contemporaneously with the execution of this Agreement.

17. Operatorship for EnCana/KMG Leasehold. Surface Owner, KMG and EnCana understand and acknowledge that EnCana currently operates wells in Section 2, Township 2 North, Range 65 West, (the "EnCana/KMG Leasehold") and that EnCana and KMG are in discussions about which Oil Company will operate the Existing Wells on the EnCana/KMG Leasehold and drill Future Wells on the EnCana/KMG Leasehold. EnCana and Surface Owner agree that for so long as EnCana continues to be the operator for the EnCana/KMG Leasehold, or to the extent that it continues to be the operator for Future Wells and Production Facility Locations for the EnCana/KMG Leasehold, as the case may be, Oil and Gas Operations Areas for Future Wells and future locations for Production Facility Locations shall



be at the locations identified on Exhibit 4. In the event that KMG becomes operator of the EnCana/KMG Leasehold, or becomes operator for Future Wells and Production Facility Locations, as the case may be, KMG and Surface Owner agree that the locations for Future Wells and Production Facility Locations shall be at the locations identified on Exhibit 8.

18. Separate Agreement for W/2 of Section 5. Surface Owner has submitted an application for development to Weld County for property described as the W/2 of Section 5, Township 2 North, Range 64 West ("W/2 of Section 5") where the Anadarko Entities own the mineral interests and KMG and Noble own certain oil and gas leasehold interests and which is adjacent to a portion of the Property. The parties all agree that they will either enter into a separate Surface Use Agreement or amend this Agreement to cover the W/2 of Section 5, prior to the time that Surface Owner records a zoning plat in the real property records of Weld County that includes all or any portion of the W/2 of Section 5 that will include the terms and conditions in this Agreement, including the payment by Surface Owner of directional drilling costs in the amount described in C.R.S. 24-65.5-103.7(1)(a).

19. 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, except this Subsection shall not apply to a party's indemnification obligations in Sections 19.b. and 20 below.

b. Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 20 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 its own liability for all 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 Oil Company with respect to Surface Owner only, and Surface Owner with respect to each of the Oil Companies, shall release, defend, indemnify and hold the other party or parties (as applicable), 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. Upon the assignment or conveyance of all or a portion of a party's interest in the Property, that party shall be released from the indemnification in Section 19.b. above, for all actions or occurrences after such assignment or conveyance with respect to the interest assigned or conveyed.



20. Environmental Indemnity.

The provisions of Section 19 above, except for Section 19.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 19.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 interests, 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 materials. 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, obligations, 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).

c. Environmental Indemnification. The applicable Oil Company shall defend, indemnify and hold harmless Surface Owner, its successors and assigns, from Environmental Claims relating to the particular Oil Company's oil and gas leasehold under the Property or that arise out of its operations on the Property. Surface Owner, jointly and severally, shall defend, indemnify and hold harmless the Oil Companies from Environmental Claims relating to the Property that arise out of its ownership, leasehold interests, operations or development of the Property.

21. Exclusion from Indemnities. The indemnities of the parties herein shall not cover or include any amounts for which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

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22. 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 19 or Section 20 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of the Claim setting forth all particulars of the Claim, as known by the indemnified party, 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 ten (10) 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. An indemnifying party shall not be obligated to reimburse an indemnified party for amounts paid in settlement of an indemnified claim unless the indemnifying party has agreed to the settlement, which agreement shall not be unreasonably withheld or delayed.

23. Individual Liability of Oil Companies. Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. Nothing in this Agreement creates any leasehold rights or gives any mineral rights to an Oil Company where none exists. The liability of the Oil Companies to perform any obligation hereunder (including, but not limited to, the indemnities in Sections 19 and 20) or to comply with any agreement included herein or with any state or local rule or regulation is individual and several and not joint or collective. This Agreement does not create a joint venture or partnership between or among the Oil Companies. The Anadarko Entities shall in no event be liable for the acts or omissions of their lessees or farmoutees or the assignees or contractors and subcontractors of any of them.

24. Application to Oil and Gas Interests Owned by the Oil Company. This Agreement applies to each of the Oil Companies only to the extent that the particular Oil Company owns or acquires oil and gas interests or oil and gas leasehold interests in the Property.

25. Authority to Execute Agreement. Each party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights, oil and gas interests, or oil and gas leasehold interests it owns in the Property, as applicable.

26. No Waiver of Rights. The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Areas and Production Facility Locations and pipeline easements, except as specifically provided in this Agreement.

27. Compliance with Common Law and Statutory and Regulatory Requirements. Surface Owner expressly acknowledges that this Agreement satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner regarding existing and proposed oil and gas operations on the Property. Provided that the individual Oil Company is in compliance with this Agreement, Surface Owner further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil



Companies to accommodate the use of the surface of the Property by Surface Owner, existing and future, and Surface Owner waives any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127.

28. Representation and Warranty regarding Persons/Entities which Lease the Surface Estate for Portions of the Property. Surface Owner represents and warrants that it has the full right and authority to enter into this Agreement on behalf of and to bind each and every person or entity which owns or may own an interest in or a leasehold interest in the surface estate for the Property, including any party with which Surface Owner has entered or does enter into a lease for the surface for the Agricultural Lands, and Surface Owner further agrees that it shall obtain a written consent and waiver from each such person or entity agreeing to the terms in this Agreement, including, but not limited to, the provisions in Section 27.

29. Term. This Agreement shall become effective when it is fully executed and, with respect to the Oil and Gas Leasehold Property only, shall remain in full force and effect until the occurrence of both of the following: i) all oil and gas leasehold interests in the Oil and Gas Leasehold Property owned by all of the Oil Companies have expired or are terminated; and ii) the Oil Companies have plugged and abandoned all Wells they operate on the Oil and Gas Leasehold Property and complied with all reclamation and other requirements in their oil and gas leases and of the COGCC and other entities having jurisdiction. The term of this Agreement with respect to the Anadarko Mineral Property shall not terminate and shall continue in full force and effect, except as may be otherwise provided in Section 33.

30. Successors and Assigns. This Agreement and all of the covenants in it shall be binding upon the subsequent lessees and assignees of lessees and also the personal representatives, heirs, successors and assigns of all of the parties, and the benefits of this Agreement shall inure to all of them. This Agreement and all of the covenants in it shall be covenants running with the land. The assignment of this Agreement and the conveyance of all of its oil and gas interests or working interests in the oil and gas estate to an assignee by an Oil Company shall terminate the obligations of that Oil Company to Surface Owner under this Agreement for the particular parcel of property from and after the date of the assignment and conveyance. The assignment of this Agreement and the conveyance of all of its interest in the surface estate for the Property shall terminate the obligations of the particular Surface Owner under this Agreement from and after the date of the assignment and conveyance with respect to operations that occur on the Property after the conveyance; provided, however, such termination of obligations shall not apply in the event of an assignment or conveyance to an affiliate, subsidiary or related person or entity or one that is controlled in whole or in part by the particular Surface Owner.

31. Recording. Surface Owner shall record this Agreement with the Clerk and Recorder of Weld County and provide evidence to the Oil Companies of the recording.



32. Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

33. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

34. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Kerr-McGee and Anadarko Land and Anadarko E&P:      Kerr-McGee Oil & Gas Onshore LP/Anadarko Corporation  
1099 18<sup>th</sup> Street, Suite 1800  
Denver, Colorado 80202

Noble:      Noble Energy, Inc.  
1625 Broadway, Suite 2200  
Denver, Colorado 80202

EnCana:      EnCana Oil & Gas (USA) Inc.  
370 17<sup>th</sup> Street, Suite 1700  
Denver, Colorado 80202

Surface Owner:      Pioneer Communities Holdings LLC; HP Farms LLC;  
HP Farms Holdings LLC; and Resource Colorado Water &  
Sanitation Metropolitan District  
4643 S. Ulster Street  
Suite 1300  
Denver, Colorado 80237

Any party may, by written notice as provided in this Section, change the address of the individual to whom delivery of notices shall be made thereafter.

35. Incorporation by Reference. Exhibits 1, 2, 3, 4, 5, 6, 7, and 8 and their subparts are incorporated into this Agreement by this reference.



36. Entire Agreement. This Agreement and the letter agreements identified in Section 2 set forth the entire understanding among the parties and supersede any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

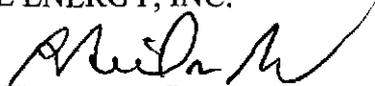
37. Construction. The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

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

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, to be effective upon the date first above written.

NOBLE ENERGY, INC.

ANADARKO E&P COMPANY LP

*AM*  
By:   
Name: \_\_\_\_\_  
Its: P. David Padgett  
Attorney-in-Fact *266*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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NOBLE ENERGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO E&P COMPANY LP

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

KERR-McGEE OIL & GAS  
ONSHORE LP

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

ANADARKO LAND CORP.

By: Michael A. Nixon  
Name: Michael A. Nixon  
Its: Agent & Attorney-in-Fact

ENCANA OIL & GAS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

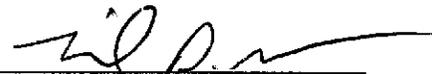
ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

HP FARMS HOLDINGS LLC

By:   
Name: Ricardo D. Gallegos  
Title: Attorney In Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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NOBLE ENERGY, INC.

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

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KERR-McGEE OIL & GAS  
ONSHORE LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ENCANA OIL & GAS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: Joel H. Farkas  
Its: manager



PIONEER COMMUNITIES HOLDINGS  
LLC

HP FARMS LLC

By: [Signature]  
Name: Joel H. Farkas  
Its: manager

By: [Signature]  
Name: Chris Paulson  
Its: Manager

RESOURCE COLORADO WATER &  
SANITATION METROPOLITAN DISTRICT

By: [Signature]  
Name: Chris Paulson  
Its: Director

**ACKNOWLEDGEMENTS**

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_ 2008 by \_\_\_\_\_ as  
\_\_\_\_\_ for ANADARKO LAND CORP.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



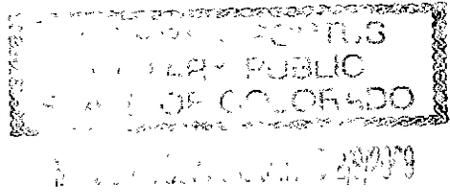
3612981 03/27/2009 11:55A Weld County, CO  
23 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )  
 ) ss.  
City and County of Denver

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2008<sup>A</sup> by P. David Padgett, as Attorney-in-Fact for NOBLE ENERGY, INC.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_



Kathy Paturo  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, as \_\_\_\_\_ for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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24 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

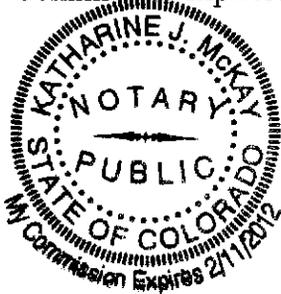


STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2009 by Michael A. Nixon, as Agent & Attorney-in-Fact for ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires: 2/11/2012



Katharine J McKay  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ as \_\_\_\_\_ for ENCANA OIL & GAS (USA) INC.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



3612981 03/27/2009 11:55A Weld County, CO  
26 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )  
 ) ss.  
City and County of Denver

The foregoing instrument was acknowledged before me this \_\_\_ day of  
\_\_\_\_\_ 2008 by \_\_\_\_\_, as  
\_\_\_\_\_ for NOBLE ENERGY, INC.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 7th day of  
January, 2009 by Michael A. Nixon, as  
Agent & Attorney-in-Fact for KERR-McGEE OIL & GAS ONSHORE LP.

Witness my hand and official seal.

My Commission expires: 2/11/2012



Katharine J. McKay  
Notary Public



3612981 03/27/2009 11:55A Weld County, CO  
27 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, as \_\_\_\_\_ for ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

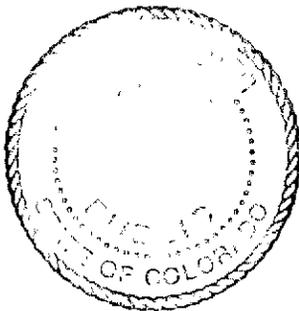
STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 0<sup>th</sup> day of January, 2008 by Ricardo D. Dallyer as Attorney-in-Fact for ENCANA OIL & GAS (USA) INC.

Witness my hand and official seal.

My Commission expires: 6/23/09

Diana K. Cook  
\_\_\_\_\_  
Notary Public



My Commission Expires 06/23/2009



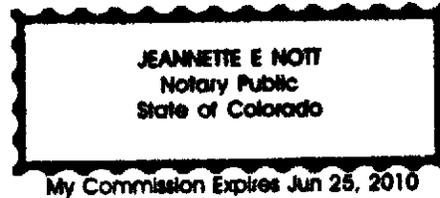
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2009 by Chris Paulson as Manager for HP FARMS HOLDINGS LLC.

Witness my hand and official seal.

My Commission expires: June 25, 2010

Jeannette E. Nott  
Notary Public



STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2009 by Joel H. Farkas as manager for PIONEER COMMUNITIES HOLDINGS LLC.

Witness my hand and official seal.

My Commission expires: 6/15/2011

Sheryl R. Hurley  
Notary Public



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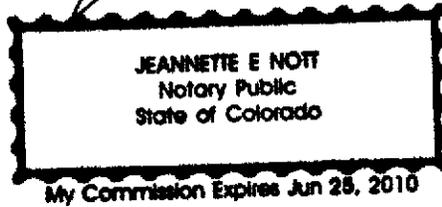
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2008 by Chris Paulson as Director for RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT.

Witness my hand and official seal.

My Commission expires: June 25, 2010

Jeannette E. Nott  
Notary Public



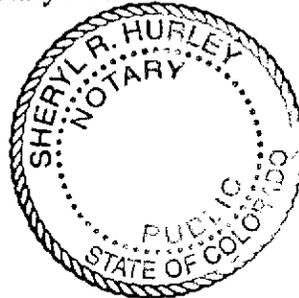
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2008 by Joel H. Farkas as manager for HP FARMS LLC.

Witness my hand and official seal.

My Commission expires: 6/15/2011

Sheryl R. Hurley  
Notary Public



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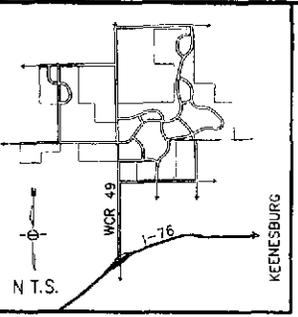
# EXHIBIT 1

## Overall Pioneer Legal Description

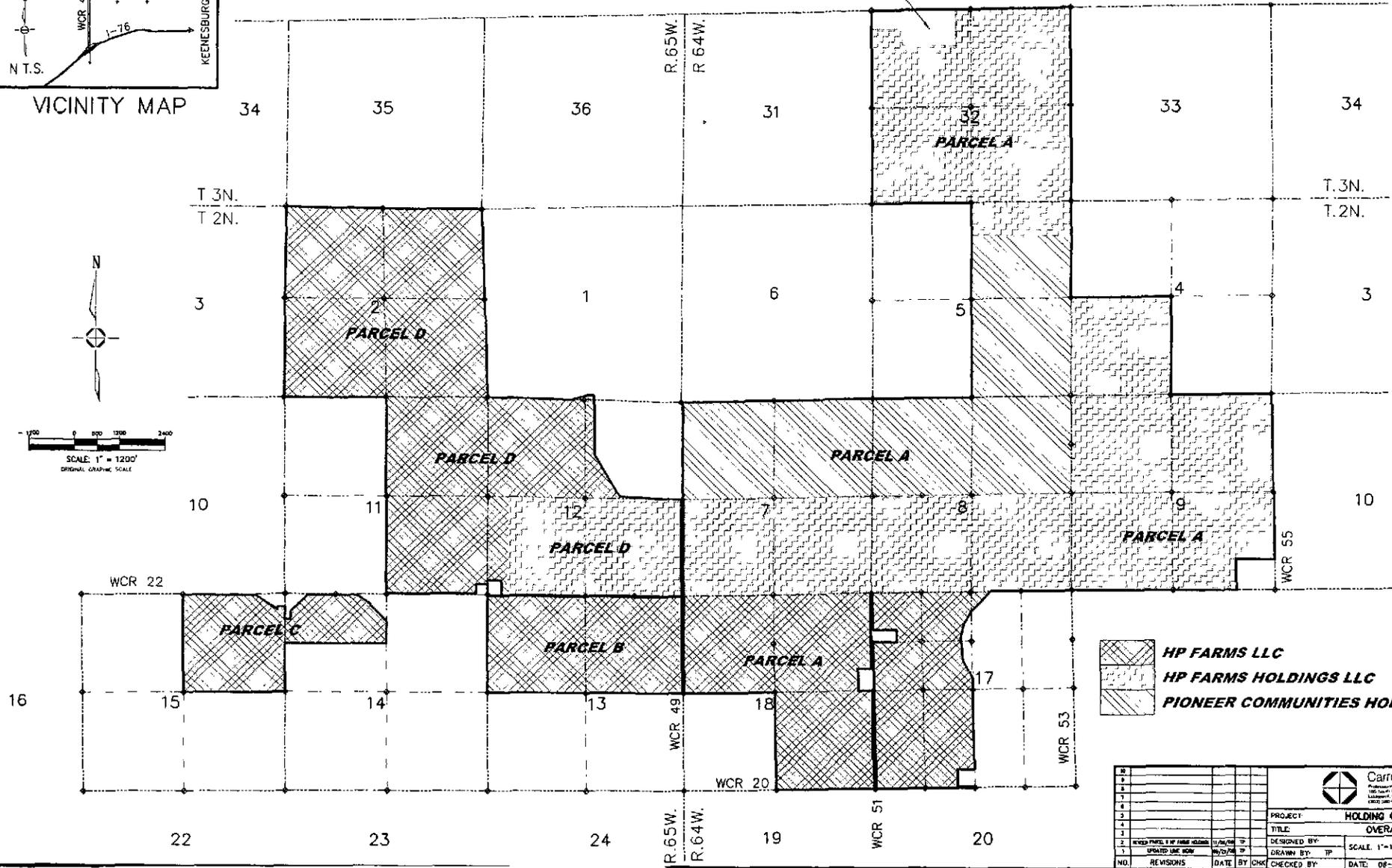
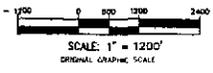
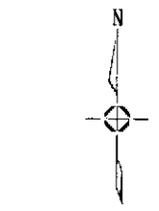
T2N R64W Section 4  
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T2N R64W Section 17  
T2N R64W Section 18  
T2N R65W Section 2  
T2N R65W Section 11  
T2N R65W Section 12  
T2N R65W Section 13  
T2N R65W Section 14  
T2N R65W Section 15  
T3N R64W Section 32

# SUA-OVERALL MAP EXHIBIT

RESOURCE COLO WATER & SANITATION METRO



VICINITY MAP



 **HP FARMS LLC**  
 **HP FARMS HOLDINGS LLC**  
 **PIONEER COMMUNITIES HOLDINGS LLC**

 <b>Carroll &amp; Lange</b> <small>Professional Engineers &amp; Land Surveyors                  100 West Lincoln Ave., Suite 100                  Lakewood, Colorado 80401                  (303) 963-1000</small>	
PROJECT: <b>HOLDING COMPANIES MAP</b>	
TITLE: <b>OVERALL EXHIBIT</b>	
DESIGNED BY:	SCALE: 1"=1200'
DRAWN BY: TP	SHEET: 1 OF 1
NO. REVISIONS	DATE BY CHK
CHECKED BY:	DATE: 08-26-08
	FILE NO. 100000



# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 1 OF 17

## LEGAL DESCRIPTION - PARCEL A

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, THE EAST HALF OF SECTION 5, ALL OF SECTION 7 AND 8, PORTIONS OF SECTION 9, 17 AND 18, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M. AND ALL OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SECTION 7, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR NORTH 88°34'38" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:  
THENCE NORTH 88°34'38" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 88°34'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2450.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7;  
THENCE NORTH 88°33'53" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 2624.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7;  
THENCE NORTH 88°55'59" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 2637.26 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8;  
THENCE NORTH 00°36'02" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2623.67 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5;  
THENCE NORTH 00°36'02" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2617.72 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5;  
THENCE SOUTH 89°00'37" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2638.29 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32;  
THENCE NORTH 00°24'55" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2629.68 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32;  
THENCE NORTH 00°25'26" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2629.31 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32;  
THENCE NORTH 88°47'51" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2635.28 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32;  
THENCE NORTH 88°48'10" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2634.89 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 2 OF 17

## LEGAL DESCRIPTION – PARCEL A CONTINUED

THENCE SOUTH 00°29'52" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2638.79 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE SOUTH 00°29'48" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2638.56 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE SOUTH 00°14'13" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2616.95 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE NORTH 89°09'35" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2624.68 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°04'11" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2624.85 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE NORTH 89°13'14" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2616.60 FEET TO THE NORTHEAST CORNER OF SAID SECTION 9;

THENCE SOUTH 01°13'26" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.42 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 01°13'28" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1818.33 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1636 AT PAGE 232 OF THE WELD COUNTY RECORDS;

THENCE ALONG SAID PARCEL DESCRIBED IN BOOK 1636 AT PAGE 232 THE FOLLOWING TWO (2) COURSES;

1. THENCE SOUTH 89°40'42" WEST, A DISTANCE OF 1005.00 FEET;
2. THENCE SOUTH 01°13'28" EAST, A DISTANCE OF 825.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

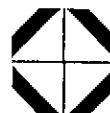
THENCE SOUTH 89°40'42" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1658.01 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89°40'42" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2663.01 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8;

THENCE SOUTH 88°54'40" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, A DISTANCE OF 1325.42 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 3 OF 17

## LEGAL DESCRIPTION - PARCEL A CONTINUED

THENCE SOUTH 88°56'39" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 800.86 FEET TO THE NORTHEAST CORNER OF THAT RECORDED EXEMPTION NO. 1305-17-2-RE2827 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID RECORDED EXEMPTION NO. 1305-17-2-RE2827 THE FOLLOWING THREE (3) COURSES;

1. THENCE SOUTH 43°30'34" WEST, A DISTANCE OF 760.92 FEET;
2. THENCE SOUTH 28°31'48" WEST, A DISTANCE OF 391.52 FEET;
3. THENCE SOUTH 12°08'48" WEST, A DISTANCE OF 451.95 FEET;

THENCE NORTH 88°57'32" EAST, A DISTANCE OF 31.74 FEET;  
THENCE SOUTH 05°44'56" EAST, A DISTANCE OF 527.78 FEET;  
THENCE SOUTH 27°52'19" EAST, A DISTANCE OF 537.25 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 17;  
THENCE SOUTH 01°17'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 317.94 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER LOT B OF THAT RECORDED EXEMPTION 1305-17-3 RE-3467 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT B RECORDED EXEMPTION 1305-17-3 RE-3467 THE FOLLOWING THREE (3) COURSES;

1. THENCE SOUTH 01°19'55" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 17, A DISTANCE OF 2147.26 FEET TO THE NORTHEASTERLY CORNER OF LOT A OF SAID RECORDED EXEMPTION;
2. THENCE SOUTH 89°07'59" WEST ALONG SAID LOT A, A DISTANCE OF 466.69 FEET;
3. THENCE SOUTH 01°19'55" EAST ALONG SAID LOT A, A DISTANCE OF 466.69 FEET;

THENCE NORTH 89°07'59" EAST ALONG THE SOUTH LINE OF THE BOUNDARY OF LOT A OF RECORDED EXEMPTION 1305-17-3 RE-3467, A DISTANCE OF 466.69 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17;

THENCE SOUTH 01°19'55" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17;  
THENCE SOUTH 89°07'59" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1325.58 FEET TO THE WEST SIXTEENTH CORNER OF SECTION 17;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 4 OF 17

## LEGAL DESCRIPTION – PARCEL A CONTINUED

THENCE SOUTH 89°07'27" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1295.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51, AND PARALLEL WITH THE WEST LINE OF SECTION 17, THE FOLLOWING TWO (2) COURSES;

1. THENCE NORTH 01°19'00" WEST, A DISTANCE OF 2640.25 FEET;
2. THENCE NORTH 01°19'32" WEST, A DISTANCE OF 1319.76 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1305-17-2-RE2827 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A, RECORDED EXEMPTION NO. 1305-17-2-RE2827 THE FOLLOWING THREE (3) COURSES;

1. THENCE NORTH 88°58'47" EAST, A DISTANCE OF 630.00 FEET;
2. THENCE NORTH 01°18'51" WEST, A DISTANCE OF 330.00 FEET;
3. THENCE SOUTH 88°58'47" WEST, A DISTANCE OF 630.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 51;

THENCE NORTH 01°18'51" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE WEST LINE OF SECTION 17, A DISTANCE OF 990.07 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8;  
THENCE SOUTH 88°55'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;  
THENCE SOUTH 88°46'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 51;  
THENCE SOUTH 01°18'51" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51 AND PARALLEL WITH THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1319.40 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 18;  
THENCE SOUTH 01°19'32" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51 AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 720.15 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1305-18-1 RE-3731 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A, RECORDED EXEMPTION NO. 1305-18-1 RE-3731, THE FOLLOWING THREE (3) COURSES;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 5 OF 17

## LEGAL DESCRIPTION - PARCEL A CONTINUED

1. THENCE SOUTH 88°56'49" WEST, A DISTANCE OF 362.81 FEET;
2. THENCE SOUTH 01°19'32" EAST, A DISTANCE OF 600.32 FEET;
3. THENCE NORTH 88°56'49" EAST, A DISTANCE OF 362.81 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 51;

THENCE SOUTH 01°19'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51 AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2639.92 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 89°07'45" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2605.71 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE NORTH 01°02'20" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2631.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88°56'51" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 2401.45 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49, THE FOLLOWING THREE COURSES;

1. THENCE NORTH 00°33'56" WEST AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 2625.90 FEET;
2. THENCE NORTH 00°30'34" WEST AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2613.01 FEET;
3. THENCE NORTH 00°30'29" WEST AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2612.77 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 162,305,507 SQUARE FEET OR 3726.022 ACRES, MORE OR LESS.



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION

SHEET 6 OF 17

## LEGAL DESCRIPTION - PARCEL B

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO BEAR NORTH 00°08'26" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°08'26" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2619.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

1. THENCE SOUTH 89°36'47" EAST ALONG A LINE THIRTY (30) FEET SOUTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2595.70 FEET;
2. THENCE SOUTH 89°36'40" EAST ALONG A LINE THIRTY (30) FEET SOUTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1297.47 FEET;
3. THENCE SOUTH 89°37'04" EAST ALONG A LINE THIRTY (30) FEET SOUTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1267.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE SOUTH 00°33'56" EAST ALONG A LINE THIRTY (30) FEET WESTERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 2595.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13;

THENCE NORTH 89°49'20" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 2573.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13;

THENCE NORTH 89°55'19" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2606.57 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 13,475,191 SQUARE FEET OR 309.348 ACRES, MORE OR LESS.



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION

SHEET 7 OF 17

## LEGAL DESCRIPTION - PARCEL C

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15 AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO BEAR NORTH 00°31'05" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°31'05" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2625.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°38'18" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THIRTY (30) FEET SOUTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1906.02 FEET TO A POINT ON THE BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1307-15-1-RE-2900 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A, RECORDED EXEMPTION NO. 1307-15-1-RE-2900 THE FOLLOWING THREE (3) COURSES;

1. THENCE SOUTH 55°02'18" EAST, A DISTANCE OF 693.65 FEET;
2. THENCE NORTH 00°14'46" WEST, A DISTANCE OF 72.06 FEET;
3. THENCE NORTH 89°38'18" EAST, A DISTANCE OF 199.98 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF PARCEL A RECORDED AT BOOK 995, RECEPTION NO. 1926403 OF THE WELD COUNTY RECORDS;

THENCE SOUTH 00°14'37" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 AND ALONG SAID PARCEL A, A DISTANCE OF 342.40 FEET;

THENCE ALONG SAID BOUNDARY OF PARCEL RECORDED AT BOOK 995, RECEPTION NO. 1926403 THE FOLLOWING THREE (3) COURSES;

1. THENCE NORTH 89°45'12" EAST, A DISTANCE OF 147.03 FEET;
2. THENCE NORTH 00°14'46" WEST, A DISTANCE OF 221.13 FEET;
3. THENCE NORTH 44°56'06" EAST, A DISTANCE OF 633.47 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 8 OF 17

## LEGAL DESCRIPTION – PARCEL C CONTINUED

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22  
THE FOLLOWING TWO (2) COURSES;

1. THENCE SOUTH 89°53'06" EAST AND PARALLEL WITH THE NORTH LINE OF THE WEST  
HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 734.65  
FEET;
2. THENCE SOUTH 89°52'34" EAST AND PARALLEL WITH THE NORTH LINE OF THE  
EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF  
554.16 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL B  
RECORDED AT BOOK 995, RECEPTION NO. 1926403 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL B, THE FOLLOWING THREE  
(3) COURSES;

1. THENCE SOUTH 55°42'52" EAST, A DISTANCE OF 427.41 FEET;
2. THENCE SOUTH 00°20'11" EAST, A DISTANCE OF 30.00 FEET;
3. THENCE SOUTH 45°02'37" EAST, A DISTANCE OF 604.58 FEET TO A POINT ON THE  
EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE SOUTH 00°20'03" EAST, ALONG SAID EAST LINE OF THE NORTHWEST QUARTER  
OF SAID SECTION 14, A DISTANCE OF 599.27 FEET TO A POINT ON THE SOUTH LINE  
OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 89°54'02" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE  
NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 2664.31 FEET TO A POINT  
ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 00°14'37" EAST, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER  
OF SECTION 15, A DISTANCE OF 1326.20 FEET TO THE SOUTHEAST CORNER OF THE  
NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°35'05" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER  
OF SAID SECTION 15, A DISTANCE OF 2660.20 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 9,821,545 SQUARE FEET OR 225.472 ACRES,  
MORE OR LESS.



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**Carroll & Lange**   
Professional Engineers & Land Surveyors  
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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 9 OF 17

## LEGAL DESCRIPTION – PARCEL D

A PARCEL OF LAND BEING A PART OF SECTION 1, ALL OF SECTION 2, A PART OF THE EAST HALF OF SECTION 11, AND A PART OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID SECTION 2, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M. TO BEAR SOUTH 89°03'04" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 89°03'34" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2537.82 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°49'07" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2610.24 FEET TO THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 02°07'44" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2446.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 02°07'56" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2616.64 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 88°23'24" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2212.35 FEET;

THENCE NORTH 74°29'42" EAST, ALONG A COURSE IN THE SOUTH HALF OF SAID SECTION 1, A DISTANCE OF 391.46 FEET;

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 228.39 FEET;

THENCE SOUTH 00°21'03" EAST, A DISTANCE OF 123.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

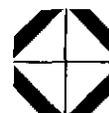
THENCE CONTINUING SOUTH 00°21'03" EAST, A DISTANCE OF 1453.13 FEET;

THENCE SOUTH 30°32'58" EAST, A DISTANCE OF 1320.85 FEET;

THENCE SOUTH 87°00'20" EAST, A DISTANCE OF 1636.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 10 OF 17

## LEGAL DESCRIPTION - PARCEL D CONTINUED

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 49 THE FOLLOWING TWO (2) COURSES;

1. SOUTH 00°30'29" EAST AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1.06 FEET;
2. SOUTH 00°30'34" EAST AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2583.26 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22 THE FOLLOWING THREE (3) COURSES;

1. NORTH 89°37'04" WEST AND PARALLEL WITH THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1267.25 FEET;
2. NORTH 89°36'40" WEST AND PARALLEL WITH THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1297.79 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
3. NORTH 89°36'47" WEST AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2234.48 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN BOOK 892, RECEPTION NO. 1814338 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°23'13" EAST, A DISTANCE OF 360.00 FEET;
2. NORTH 89°36'47" WEST, A DISTANCE OF 360.00 FEET;
3. SOUTH 00°23'13" WEST, A DISTANCE OF 360.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°36'47" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 0.94 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1307-11-4-AMRE-586 OF THE WELD COUNTY RECORDS;



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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 11 OF 17

## LEGAL DESCRIPTION - PARCEL D CONTINUED

THENCE ALONG SAID BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1307-11-4-AMRE-586, THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°03'07" EAST, A DISTANCE OF 260.00 FEET;
2. NORTH 89°52'39" WEST, A DISTANCE OF 300.00 FEET;
3. SOUTH 00°03'07" WEST, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°52'39" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22, A DISTANCE OF 2362.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 00°07'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2629.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 00°07'10" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2660.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE SOUTH 89°48'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2677.84 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE NORTH 00°02'04" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2647.61 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH 00°25'50" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2480.19 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 62,112,573 SQUARE FEET OR 1,425.908 ACRES, MORE OR LESS.

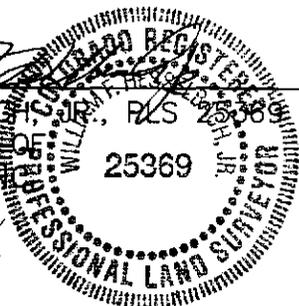
SAID PARCELS A, B, C AND D CONTAINING A CALCULATED TOTAL AREA OF 247,714,816 SQUARE FEET OR 5686.750 ACRES, MORE OR LESS.

I, WILLIAM F. HESSELBACH, JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

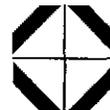
WILLIAM F. HESSELBACH, JR., PLS 25369  
FOR AND ON BEHALF OF  
CARROLL & LANGE, INC.

DATE

11/17/08



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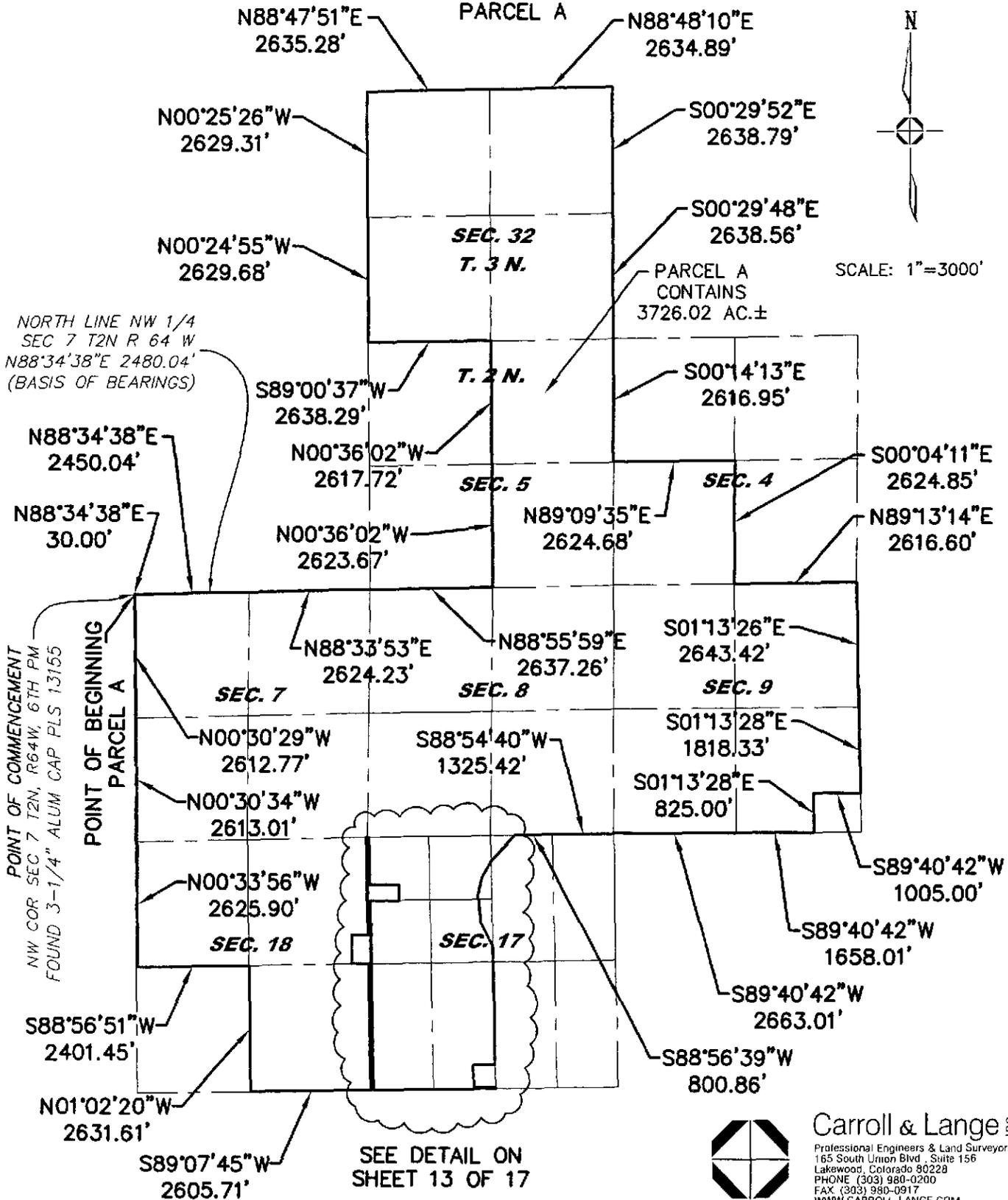


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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 12 OF 17

PARCEL A



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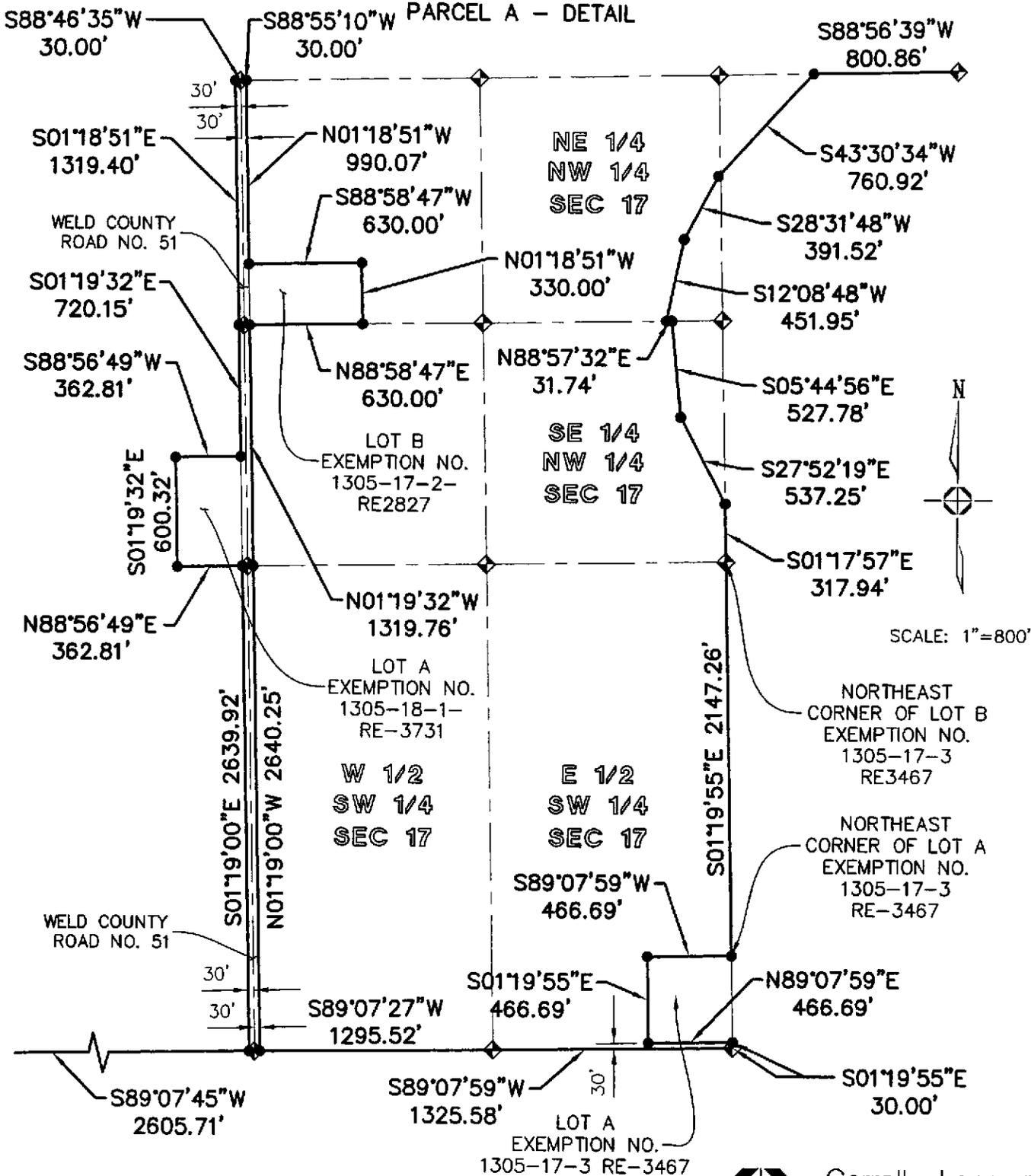


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# EXHIBIT

OVERALL PIONEER LEGAL DESCRIPTION  
SHEET 13 OF 17

PARCEL A - DETAIL



● - INDICATES A CHANGE IN COURSE ONLY.

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

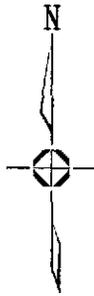


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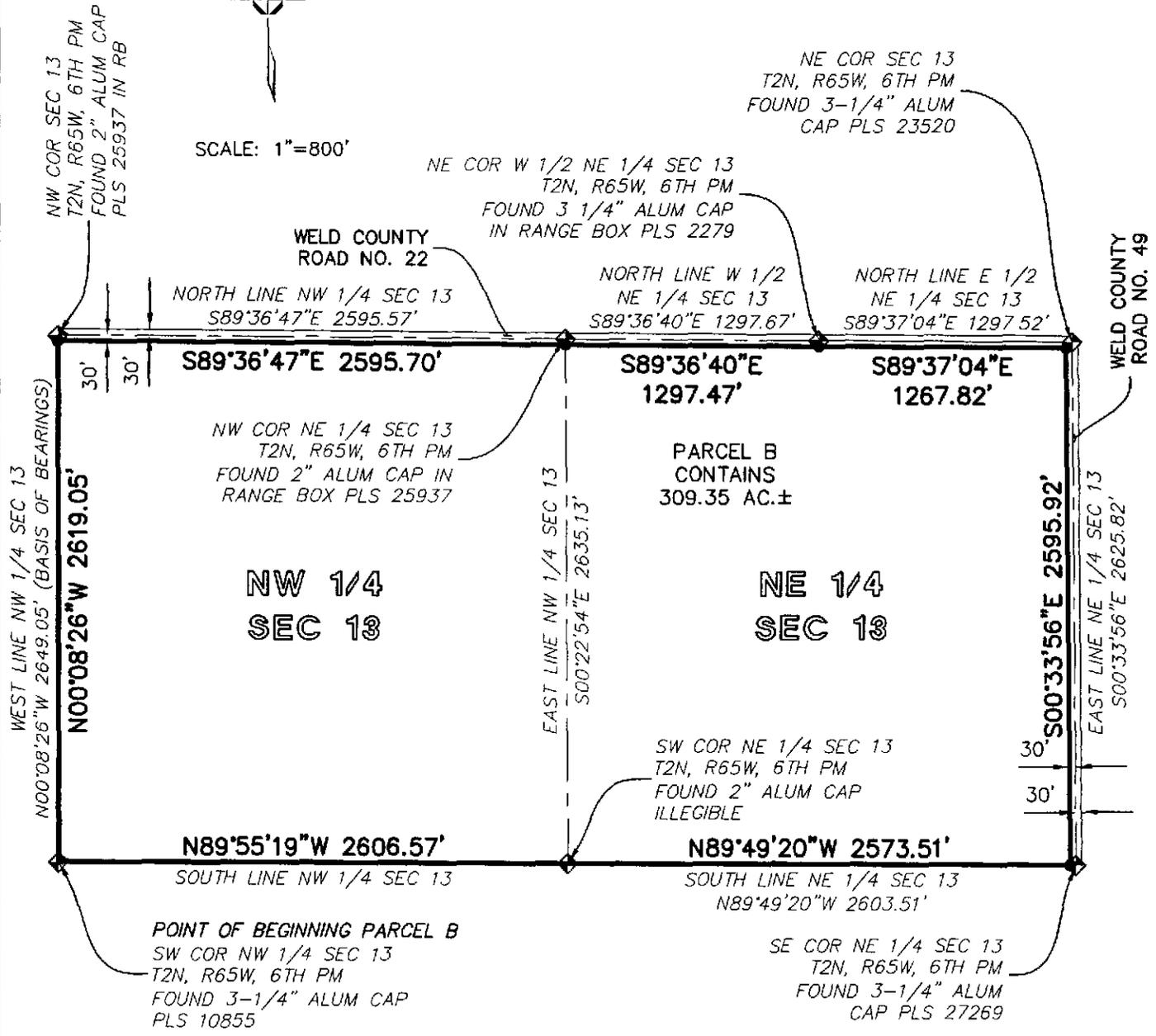
3612981 03/27/2009 11:55A Weld County, CO  
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# EXHIBIT

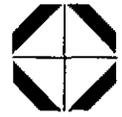
## OVERALL PIONEER LEGAL DESCRIPTION SHEET 14 OF 17 PARCEL B



SCALE: 1"=800'



● - INDICATES A CHANGE IN COURSE ONLY.  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

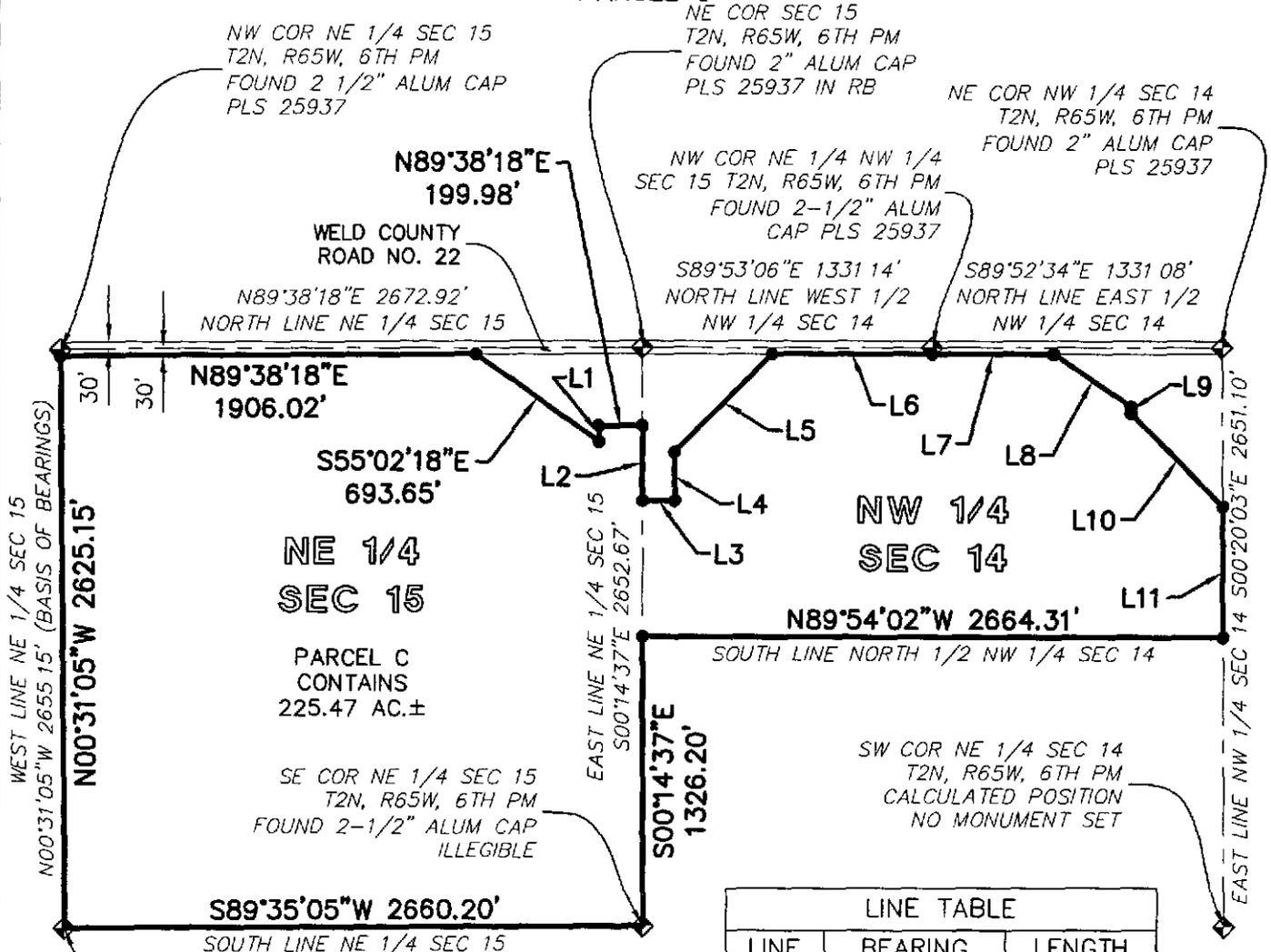


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# EXHIBIT

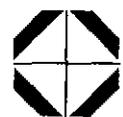
## OVERALL PIONEER LEGAL DESCRIPTION SHEET 15 OF 17 PARCEL C



SCALE: 1"=800'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°14'46"W	72.06'
L2	S00°14'37"E	342.40'
L3	N89°45'12"E	147.03'
L4	N00°14'46"W	221.13'
L5	N44°56'06"E	633.47'
L6	S89°53'06"E	734.65'
L7	S89°52'34"E	554.16'
L8	S55°42'52"E	427.41'
L9	S00°20'11"E	30.00'
L10	S45°02'37"E	604.58'
L11	S00°20'03"E	599.27'

● - INDICATES A CHANGE IN COURSE ONLY.  
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



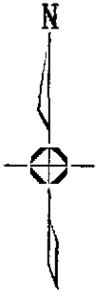
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# EXHIBIT

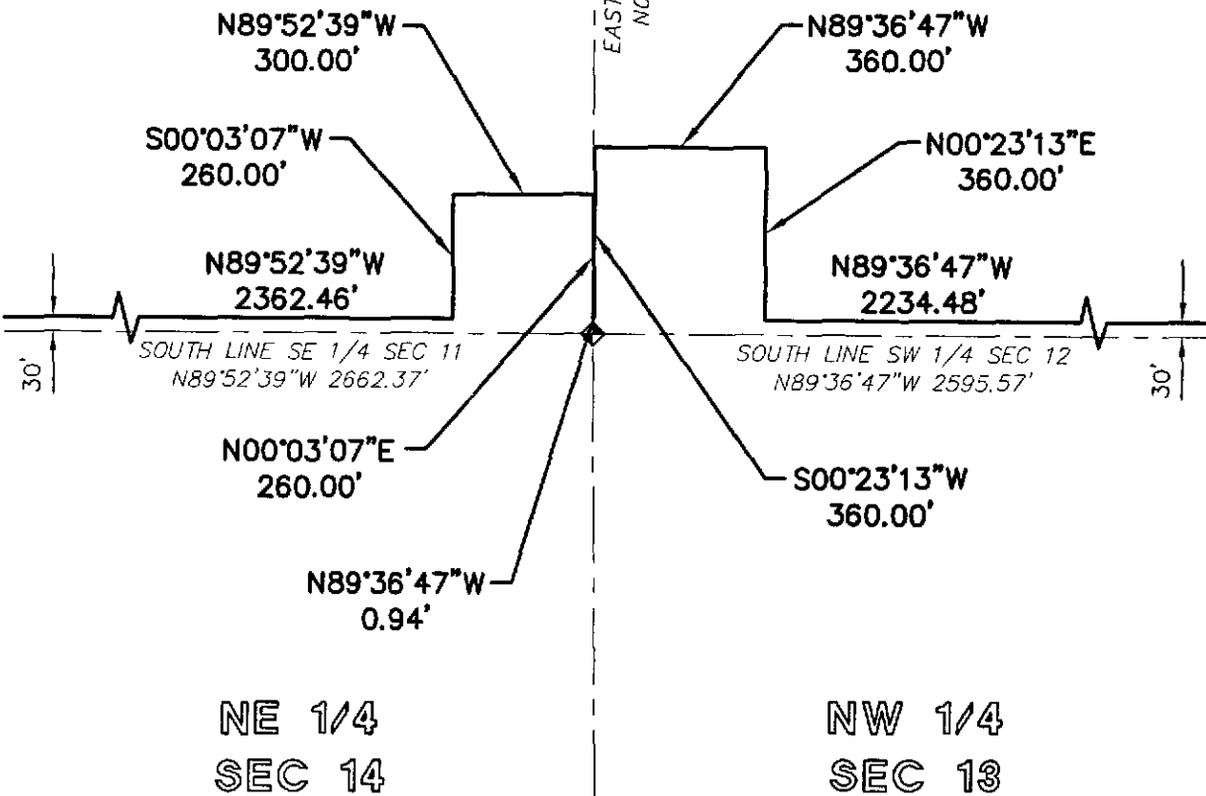
## OVERALL PIONEER LEGAL DESCRIPTION SHEET 17 OF 17 PARCEL D - DETAIL



SCALE: 1"=400'

SE 1/4  
SEC 11

SW 1/4  
SEC 12



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# EXHIBIT 1A

Pioneer Communities Holdings LLC

E2 Section 5  
N2 Section 7  
N2 Section 8

# EXHIBIT

PIONEER COMMUNITIES HOLDINGS LLC  
SHEET 1 OF 5

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5, 7 & 8, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE SIXTH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7 TO BEAR NORTH 88°34'38" EAST, AS MONUMENTED AT THE NORTHWEST AND NORTHEAST CORNERS OF SAID NORTHWEST QUARTER OF SECTION 7 WITH A 3-1/4" ALUMINUM CAP WITH "PLS 13155", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 88°34'38" EAST, ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49 RECORDED IN BOOK 86 AT PAGE 273 OF THE WELD COUNTY CLERK AND RECORDER, ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTH 88°34'38" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2450.04 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 7;

THENCE NORTH 88°33'53" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 2624.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE NORTH 88°55'59" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 2637.26 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;

THENCE NORTH 00°36'02" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2623.67 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 5;

THENCE NORTH 00°36'02" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 1700.20 FEET;

THENCE NORTH 89°59'25" EAST, A DISTANCE OF 2632.99 FEET TO THE EAST LINE OF SAID SECTION 5;

THENCE SOUTH 00°14'13" EAST, ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 1698.93 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 5;

THENCE SOUTH 00°14'43" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2621.96 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8;



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# EXHIBIT

PIONEER COMMUNITIES HOLDINGS LLC  
SHEET 2 OF 5

## LEGAL DESCRIPTION

THENCE SOUTH 00°12'49" EAST, ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1311.10 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE SOUTH 00°12'58" EAST, ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1311.07 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 8;

THENCE SOUTH 88°54'32" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 8, A DISTANCE OF 2627.98 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 8;

THENCE SOUTH 88°54'58" WEST, ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1322.77 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE SOUTH 88°58'51" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1321.17 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE SOUTH 88°40'30" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 7, A DISTANCE OF 2617.05 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 88°40'30" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 7, A DISTANCE OF 2414.97 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 49 BEING 30.00 FEET EASTERLY OF THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 7;

THENCE NORTH 00°30'29" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALSO BEING 30.00 FEET EASTERLY OF SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7, A DISTANCE OF 2612.77 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 38,332,997 SQUARE FEET OR 880.000 ACRES, MORE OR LESS.

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

WILLIAM F. HESSELBACH, JR., L.S. 25369  
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE

11/17/07

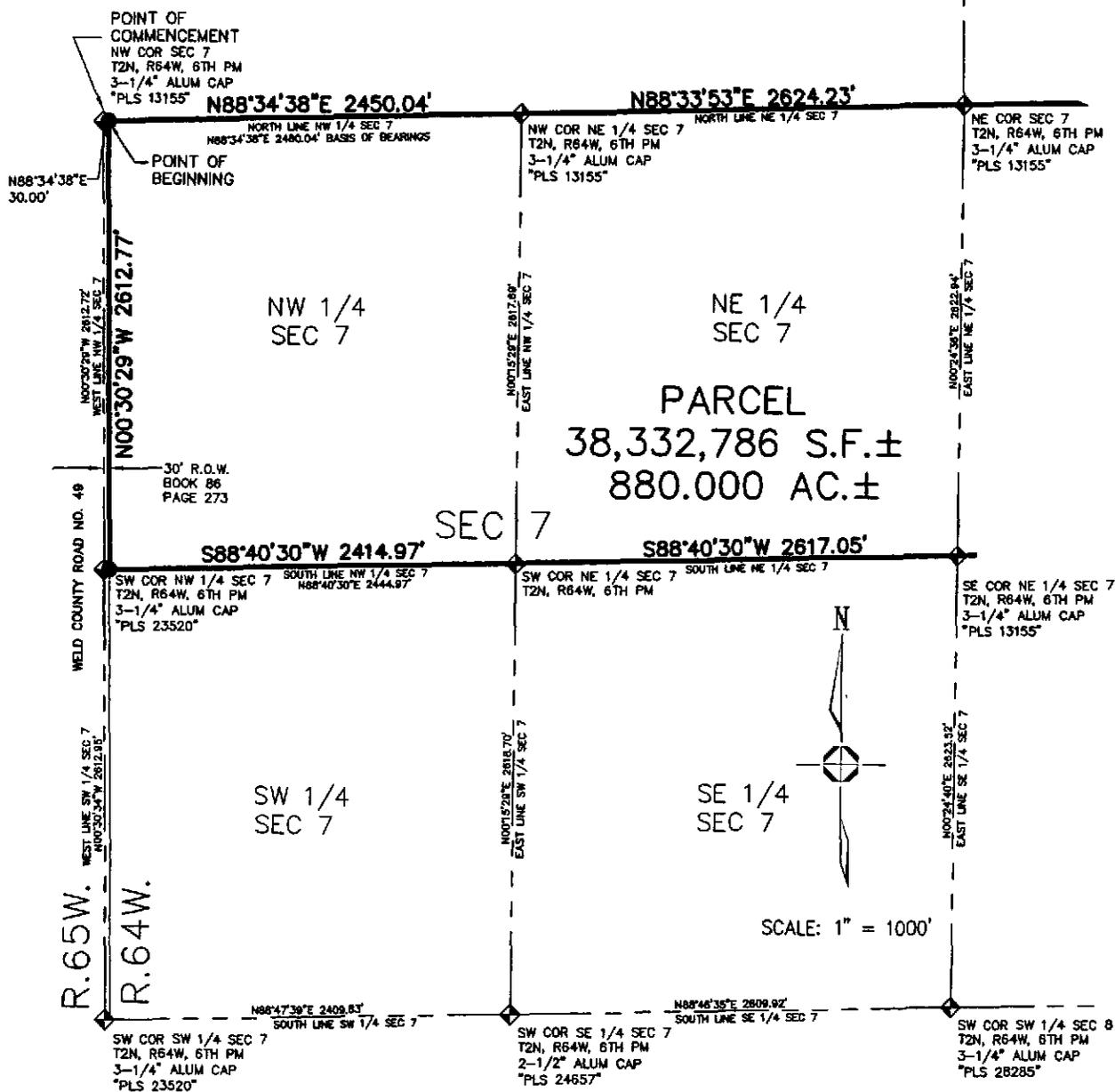


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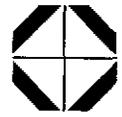
# EXHIBIT

PIONEER COMMUNITIES HOLDINGS LLC  
SHEET 3 OF 5



SEE SHEET 4

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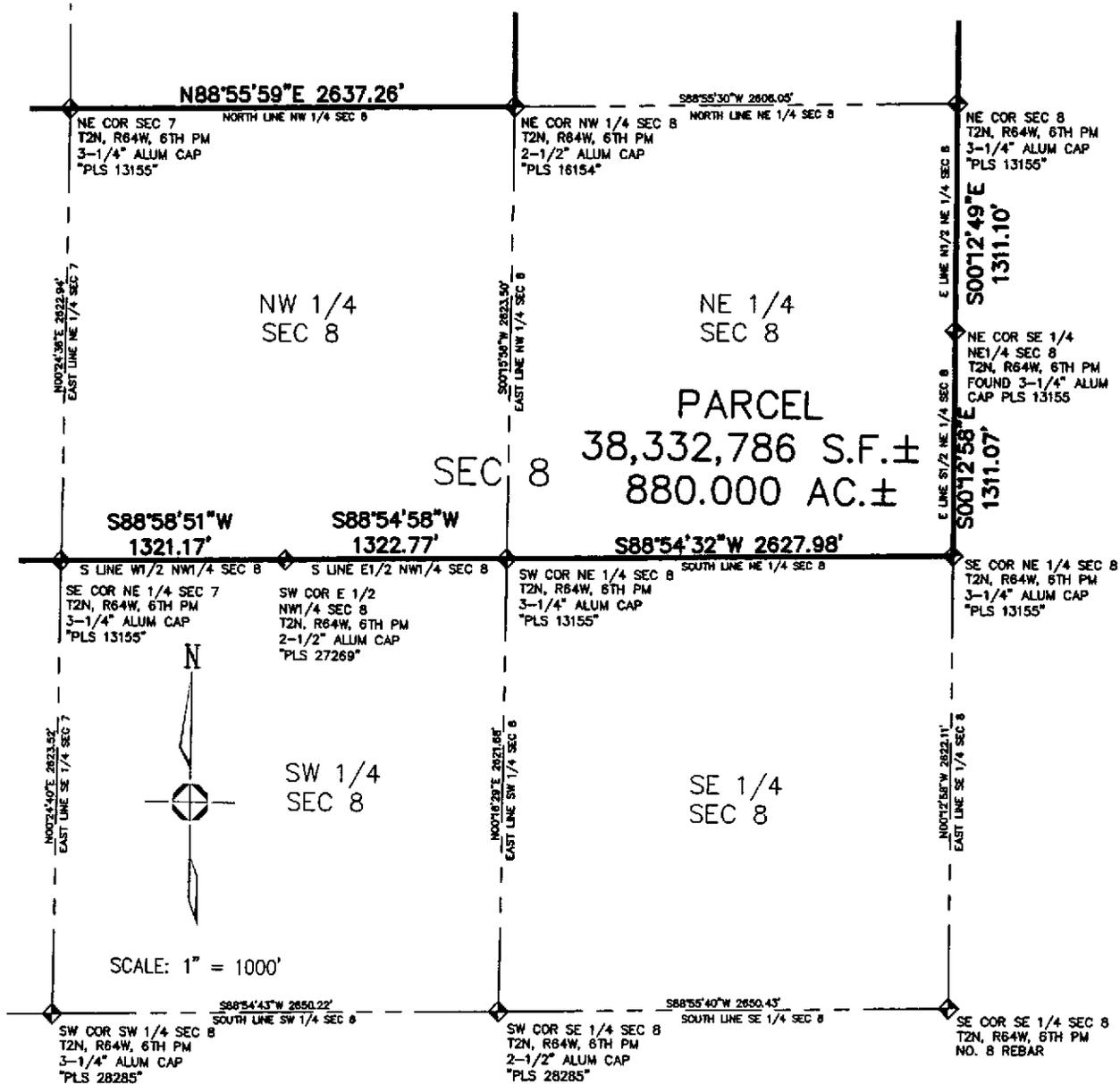
**NOTE:**  
● Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

# EXHIBIT

PIONEER COMMUNITIES HOLDINGS LLC  
SHEET 4 OF 5

SEE SHEET 5

SEE SHEET 3



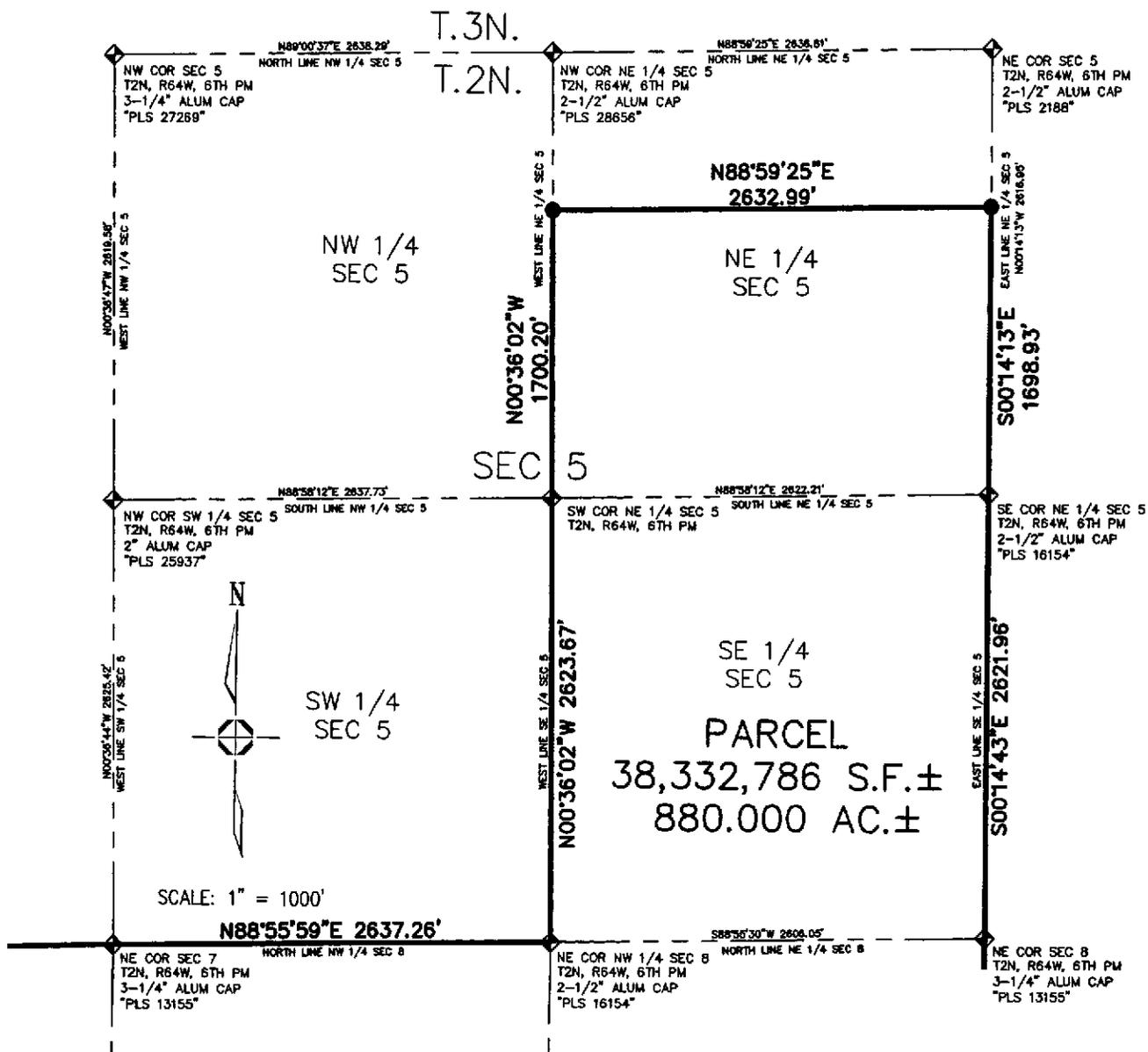
3612981 03/27/2009 11:55A Weld County, CO  
54 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**NOTE:**  
● Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

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# EXHIBIT

PIONEER COMMUNITIES HOLDINGS LLC  
SHEET 5 OF 5



SEE SHEET 4



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# EXHIBIT 1B

HP Farms LLC

All Section 2  
E2 Section 11  
NW Section 12  
NE Section 12 (Portion)  
SW Section 12 (Portion)  
N2 Section 13  
N2 NW Section 14  
NE Section 15  
W2 Section 17  
E2 Section 18  
NW Section 18



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**LEGAL DESCRIPTION**

**EXHIBIT**

PARCEL A

HP FARMS LLC  
SHEET 1 OF 14

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION 1, ALL OF SECTION 2, A PART OF THE EAST HALF OF SECTION 11, AND A PART OF THE NORTH HALF AND SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER SAID SECTION 12 TO BEAR NORTH 00°03'07" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°48'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2677.84 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE NORTH 00°08'26" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 2647.61 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH 00°25'50" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2480.19 FEET TO THE NORTHWEST CORNER SAID SECTION 2;

THENCE SOUTH 89°03'34" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2537.82 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°49'05" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2610.24 FEET TO THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 02°07'44" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2446.69 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 02°07'56" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2616.64 FEET TO THE NORTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 88°23'24" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2212.35 FEET;

THENCE NORTH 74°29'42" EAST, ALONG A COURSE IN THE SOUTH HALF OF SAID SECTION 1, A DISTANCE OF 391.46 FEET;

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 228.39 FEET;

THENCE SOUTH 00°21'03" EAST, A DISTANCE OF 123.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE CONTINUING SOUTH 00°21'03" EAST, A DISTANCE OF 1453.13 FEET;

THENCE SOUTH 30°32'58" EAST, A DISTANCE OF 1320.85 FEET;

THENCE SOUTH 87°00'20" EAST, A DISTANCE OF 1636.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE SOUTH 00°30'29" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 49, A DISTANCE OF 1.06 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;



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# EXHIBIT

HP FARMS LLC  
SHEET 2 OF 14

## LEGAL DESCRIPTION—CONTINUED

THENCE NORTH 89°01'10" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2552.57 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12;

THENCE NORTH 88°59'39" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2046.34 TO A POINT BEING 536.79 FEET, BY PERPENDICULAR MEASUREMENT, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00°03'07" WEST, PARALLEL AND 536.79 FEET EASTERLY OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2631.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°36'47" WEST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 175.86 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN BOOK 892, RECEPTION NO. 1814338 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°23'13" EAST, A DISTANCE OF 360.00 FEET;
2. NORTH 89°36'47" WEST, A DISTANCE OF 360.00 FEET;
3. SOUTH 00°23'13" WEST, A DISTANCE OF 360.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°36'47" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 0.94 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1307-11-4-AMRE-586 OF THE WELD COUNTY RECORDS;

THENCE ALONG SAID BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1307-11-4-AMRE-586, THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°03'07" EAST, A DISTANCE OF 260.00 FEET;
2. NORTH 89°52'39" WEST, A DISTANCE OF 300.00 FEET;
3. SOUTH 00°03'07" WEST, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°52'39" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22, A DISTANCE OF 2362.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 00°07'19" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2629.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 00°07'10" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2660.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 50,091,782 SQUARE FEET, OR 1,149.949 ACRES, MORE OR LESS.

TOGETHER WITH;



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**EXHIBIT**  
HP FARMS LLC  
SHEET 3 OF 14

**LEGAL DESCRIPTION-CONTINUED**

**PARCEL B**

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 15, AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 15 TO BEAR NORTH 00°31'05" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:  
THENCE NORTH 00°31'05" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2625.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE NORTH 89°38'18" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, A DISTANCE OF 1906.02 FEET TO A POINT ON THE BOUNDARY OF LOT A RECORDED EXEMPTION NO. 1307-15-1-RE-2900 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A RECORDED EXEMPTION NO. 1307-15-1-RE-2900 THE FOLLOWING THREE COURSES;

- 1) SOUTH 55°02'18" EAST, A DISTANCE OF 693.65 FEET;
- 2) NORTH 00°14'46" WEST, A DISTANCE OF 72.06 FEET;
- 3) NORTH 89°38'18" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF PARCEL A RECORDED AT BOOK 995, RECEPTION NO. 1926403 OF THE WELD COUNTY RECORDS;

THENCE SOUTH 00°14'46" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15 AND ALONG SAID PARCEL A, A DISTANCE OF 342.40 FEET;

THENCE ALONG SAID BOUNDARY OF PARCEL RECORDED AT BOOK 995, RECEPTION NO. 1926403 THE FOLLOWING THREE COURSES;

- 1) NORTH 89°45'12" EAST, A DISTANCE OF 147.00 FEET;
- 2) NORTH 00°14'46" WEST, A DISTANCE OF 221.13 FEET;
- 3) NORTH 44°56'06" EAST, A DISTANCE OF 633.47 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22 THE FOLLOWING TWO (2) COURSES;

- 1) SOUTH 89°53'06" EAST AND PARALLEL WITH THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, A DISTANCE OF 734.65 FEET;
- 2) SOUTH 89°52'34" EAST AND PARALLEL WITH THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, A DISTANCE OF 554.16 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL B RECORDED AT BOOK 995, RECEPTION NO. 1926403 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL B, THE FOLLOWING THREE COURSES;

- 1) SOUTH 55°42'52" EAST, A DISTANCE OF 427.41 FEET;
- 2) SOUTH 00°20'11" EAST, A DISTANCE OF 30.00 FEET;



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# EXHIBIT

HP FARMS LLC  
SHEET 4 OF 14

## LEGAL DESCRIPTION - CONTINUED

3) SOUTH 45°02'37" EAST, A DISTANCE OF 604.58 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14;

THENCE NORTH 89°54'02" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, A DISTANCE OF 2664.25 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15;

THENCE SOUTH 00°14'46" EAST, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, A DISTANCE OF 1326.20 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°35'05" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, A DISTANCE OF 2660.32 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A CALCULATED AREA OF 9,821,672 SQUARE FEET, OR 225.475 ACRES, MORE OR LESS.

TOGETHER WITH;

### PARCEL C

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M. TO BEAR NORTH 00°08'26" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

THENCE NORTH 00°08'26" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13, A DISTANCE OF 2619.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 89°36'47" EAST AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13, A DISTANCE OF 2595.70 FEET;
- 2) SOUTH 89°36'40" EAST AND PARALLEL WITH THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1297.47 FEET;
- 3) SOUTH 89°37'04" EAST AND PARALLEL WITH THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1267.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE SOUTH 00°33'56" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2595.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13;

THENCE NORTH 89°49'20" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 2573.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13;



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**EXHIBIT**  
HP FARMS LLC  
SHEET 5 OF 14

**LEGAL DESCRIPTION – CONTINUED**

THENCE NORTH 89°55'19" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2606.57 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A CALCULATED AREA OF 13,475,191 SQUARE FEET, OR 309.348 ACRES, MORE OR LESS.

TOGETHER WITH;

**PARCEL D**

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR NORTH 88°46'35" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 88°46'35" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2579.92 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51;

THENCE SOUTH 01°18'51" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51 AND PARALLEL WITH THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, A DISTANCE OF 1319.40 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 18;

THENCE SOUTH 01°19'32" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51 AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, A DISTANCE OF 719.46 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1305-18-1 RE-3731 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A, RECORDED EXEMPTION NO. 1305-18-1 RE-3731, THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 88°56'49" WEST, A DISTANCE OF 362.81 FEET;
- 2) SOUTH 01°19'32" EAST, A DISTANCE OF 600.32 FEET;
- 3) NORTH 88°56'49" EAST, A DISTANCE OF 362.81 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 51;

THENCE SOUTH 01°19'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51 AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 2639.92 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18;

THENCE SOUTH 89°07'45" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2605.71 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18;



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**EXHIBIT**  
HP FARMS LLC  
SHEET 6 OF 14

**LEGAL DESCRIPTION – CONTINUED**

THENCE NORTH 01°02'20" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2631.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE SOUTH 88°56'51" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 2401.45 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE NORTH 00°33'56" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49, A DISTANCE OF 2625.90 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18;

THENCE NORTH 88°47'39" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2379.82 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS A CALCULATED AREA OF 19,735,847 SQUARE FEET, OR 453.073 ACRES, MORE OR LESS.

TOGETHER WITH;

**PARCEL E**

A PARCEL OF LAND BEING A PART OF THE WEST HALF AND THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR NORTH 88°54'16" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 88°54'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1324.96 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 17;

THENCE NORTH 88°56'39" EAST, ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 524.15 FEET TO THE NORTHEAST CORNER OF THAT RECORDED EXEMPTION NO. 1305-17-2-RE2827 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID RECORDED EXEMPTION NO. 1305-17-2-RE2827 THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 43°30'34" WEST, A DISTANCE OF 760.92 FEET;
- 2) SOUTH 28°31'48" WEST, A DISTANCE OF 391.52 FEET;
- 3) SOUTH 12°08'48" WEST, A DISTANCE OF 451.95 FEET;

THENCE NORTH 88°57'32" EAST, A DISTANCE OF 31.74 FEET;

THENCE SOUTH 05°44'56" EAST, A DISTANCE OF 527.78 FEET;

THENCE SOUTH 27°52'19" EAST, A DISTANCE OF 537.25 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 17;



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**EXHIBIT**  
HP FARMS LLC  
SHEET 7 OF 14

**LEGAL DESCRIPTION – CONTINUED**

THENCE SOUTH 01°17'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 317.94 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER LOT B OF THAT RECORDED EXEMPTION 1305-17-3 RE-3467 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT B RECORDED EXEMPTION 1305-17-3 RE-3467 THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 01°19'55" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 17, A DISTANCE OF 2147.26 FEET TO THE NORTHEASTERLY CORNER OF LOT A OF SAID RECORDED EXEMPTION;
- 2) SOUTH 89°07'59" WEST, AND ALONG SAID LOT A, A DISTANCE OF 466.69 FEET;
- 3) SOUTH 01°19'55" EAST, AND ALONG SAID LOT A, A DISTANCE OF 466.69 FEET;

THENCE NORTH 89°07'59" EAST, A DISTANCE OF 466.69 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17;

THENCE SOUTH 01°19'55" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07'59" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1325.58 FEET TO THE WEST SIXTEENTH CORNER OF SECTION 17;

THENCE SOUTH 89°07'27" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1295.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51, AND PARALLEL WITH THE WEST LINE OF SECTION 17, THE FOLLOWING TWO (2) COURSES;

- 1) NORTH 01°19'00" WEST, A DISTANCE OF 2640.07 FEET;
- 2) NORTH 01°19'32" WEST, A DISTANCE OF 1319.95 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1305-17-2-RE2827 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A, RECORDED EXEMPTION NO. 1305-17-2-RE2827 THE FOLLOWING THREE (3) COURSES;

- 1) NORTH 88°58'47" EAST, A DISTANCE OF 630.00 FEET;
- 2) NORTH 01°18'51" WEST, A DISTANCE OF 330.00 FEET;
- 3) SOUTH 88°58'47" WEST, A DISTANCE OF 630.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 51;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 51, AND PARALLEL WITH THE WEST LINE OF SECTION 17, THE FOLLOWING TWO (2) COURSES;



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**Carroll & Lange**   
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
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FAX (303) 980-0917  
WWW.CARROLL-LANGE.COM

**EXHIBIT**  
HP FARMS LLC  
SHEET 8 OF 14

**LEGAL DESCRIPTION – CONTINUED**

- 1) NORTH 01°19'00" WEST, A DISTANCE OF 2640.07 FEET;
- 2) NORTH 01°19'32" WEST, A DISTANCE OF 1319.95 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT A, RECORDED EXEMPTION NO. 1305-17-2-RE2827 OF THE WELD COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID LOT A, RECORDED EXEMPTION NO. 1305-17-2-RE2827 THE FOLLOWING THREE (3) COURSES;

- 1) NORTH 88°58'47" EAST, A DISTANCE OF 630.00 FEET;
- 2) NORTH 01°18'51" WEST, A DISTANCE OF 330.00 FEET;
- 3) SOUTH 88°58'47" WEST, A DISTANCE OF 630.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD NO. 51;

THENCE NORTH 01°18'51" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE WEST LINE OF SECTION 17, A DISTANCE OF 990.07 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1295.25 FEET TO THE POINT OF BEGINNING;

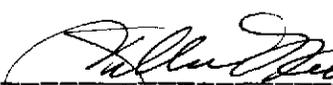
SAID PARCEL CONTAINS A CALCULATED AREA OF 13,215,948 SQUARE FEET, OR 303.396 ACRES, MORE OR LESS.

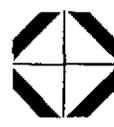
PARCEL A, B, C, D AND E HAVE A COMBINED TOTAL CALCULATED AREA OF 106,340,440 SQUARE FEET, OR 2,441.241 ACRES, MORE OR LESS.



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

  
WILLIAM F. HESSELBACH  
FOR AND ON BEHALF  
OF CARROLL & LANGE,  
  
DATE 11/17/08

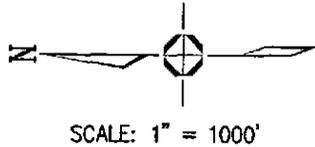


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**EXHIBIT**  
 HP FARMS LLC  
 SHEET 9 OF 14



N89°39'42"E 228.39'

NW COR NE 1/4 SEC 12  
 T2N, R65W, 6TH PM  
 3-1/4" ALUM CAP  
 PLS 13155

N74°29'42"E 391.46'

S88°23'24"E 2212.35'  
 NORTH LINE NW 1/4 SEC 12  
 S88°23'24"E 2570.69'

SE COR NE 1/4 SEC 2  
 T2N, R65W, 6TH PM  
 FOUND 3-1/4" ALUM CAP  
 LS 36070

NW COR SEC 12  
 T2N, R65W, 6TH PM  
 2-1/2" ALUM CAP  
 PLS 19585

NE COR SEC 2  
 T2N, R65W, 6TH PM  
 FOUND 3-1/4" ALUM  
 CAP LS 13155

S02°07'44"E 2446.69'

S02°07'56"E 2616.64'

EAST LINE NE 1/4 SEC 2  
 N02°07'44"W 2446.69'

EAST LINE SE 1/4 SEC 2  
 N02°07'56"W 2616.64'

**PARCEL A**  
 50,237,487 S.F.±  
 1,153.294 AC.±

NE 1/4  
 SEC 2

SE 1/4  
 SEC 2

S89°49'07"E 2610.24'  
 NORTH LINE NE 1/4 SEC 2

S89°50'19"E 2643.26'  
 SOUTH LINE NE 1/4 SEC 2

S89°48'37"W 2678.38'  
 NORTH LINE NE 1/4 SEC 11

NW COR NE 1/4 SEC 2  
 T2N, R65W, 6TH PM  
 FOUND 3-1/4" ALUM  
 CAP PLS 36070

SW COR NE 1/4 SEC 2  
 T2N, R65W, 6TH PM  
 CALCULATED POSITION  
 NO MONUMENT SET

EAST LINE NW 1/4 SEC 2  
 S01°21'19"E 2446.50'

EAST LINE SW 1/4 SEC 2  
 N01°21'19"W 2631.88'

POINT OF BEGINNING  
 PARCEL A  
 NW COR NE 1/4 SEC 11  
 T2N, R65W, 6TH PM  
 FOUND 3-1/4" ALUM CAP  
 PLS 13155

N00°07'10"W 2660.27'

S89°03'34"E 2537.82'  
 NORTH LINE NW 1/4 SEC 2

S89°50'19"E 2614.00'  
 SOUTH LINE NW 1/4 SEC 2

S89°48'19"W 2677.84'  
 NORTH LINE NW 1/4 SEC 11

NW 1/4  
 SEC 2

SW 1/4  
 SEC 2

NW COR SEC 2  
 T2N, R65W, 6TH PM  
 FOUND 2-1/2" ALUM  
 CAP PLS 9644

SW COR NW 1/4 SEC 2  
 T2N, R65W, 6TH PM  
 FOUND 3-1/4" ALUM CAP  
 PLS 13155

SW COR SEC 2  
 T2N, R65W, 6TH PM  
 FOUND 2" ALUM CAP  
 PLS 25937

N00°25'50"E 2480.19'  
 WEST LINE NW 1/4 SEC 2  
 N00°25'50"E 2480.19'

N00°02'04"E 2647.61'  
 WEST LINE SW 1/4 SEC 2  
 N00°02'04"E 2647.61'

**NOTE:**

- Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.

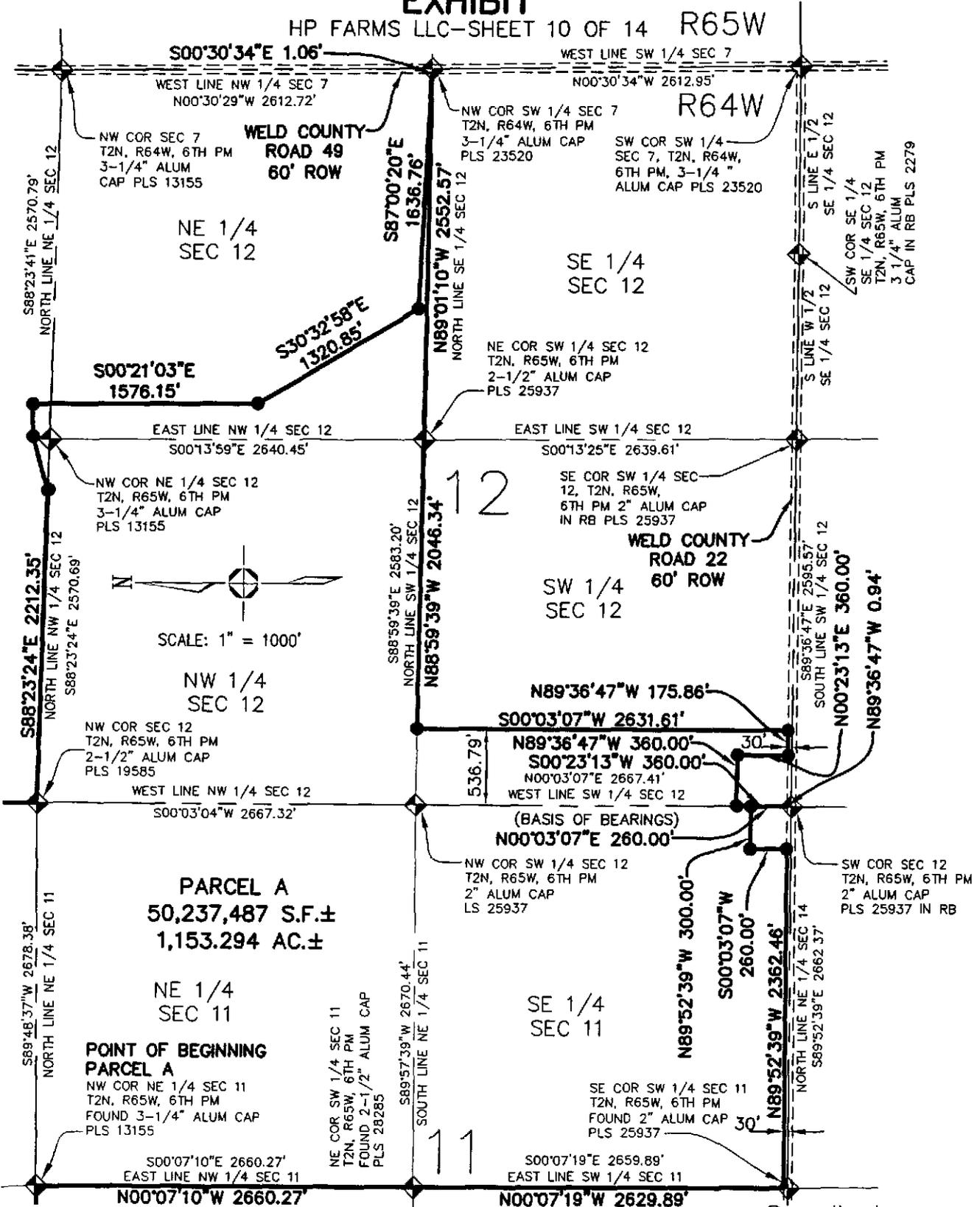


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# EXHIBIT

HP FARMS LLC—SHEET 10 OF 14 R65W

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**PARCEL A**  
 50,237,487 S.F.±  
 1,153.294 AC.±

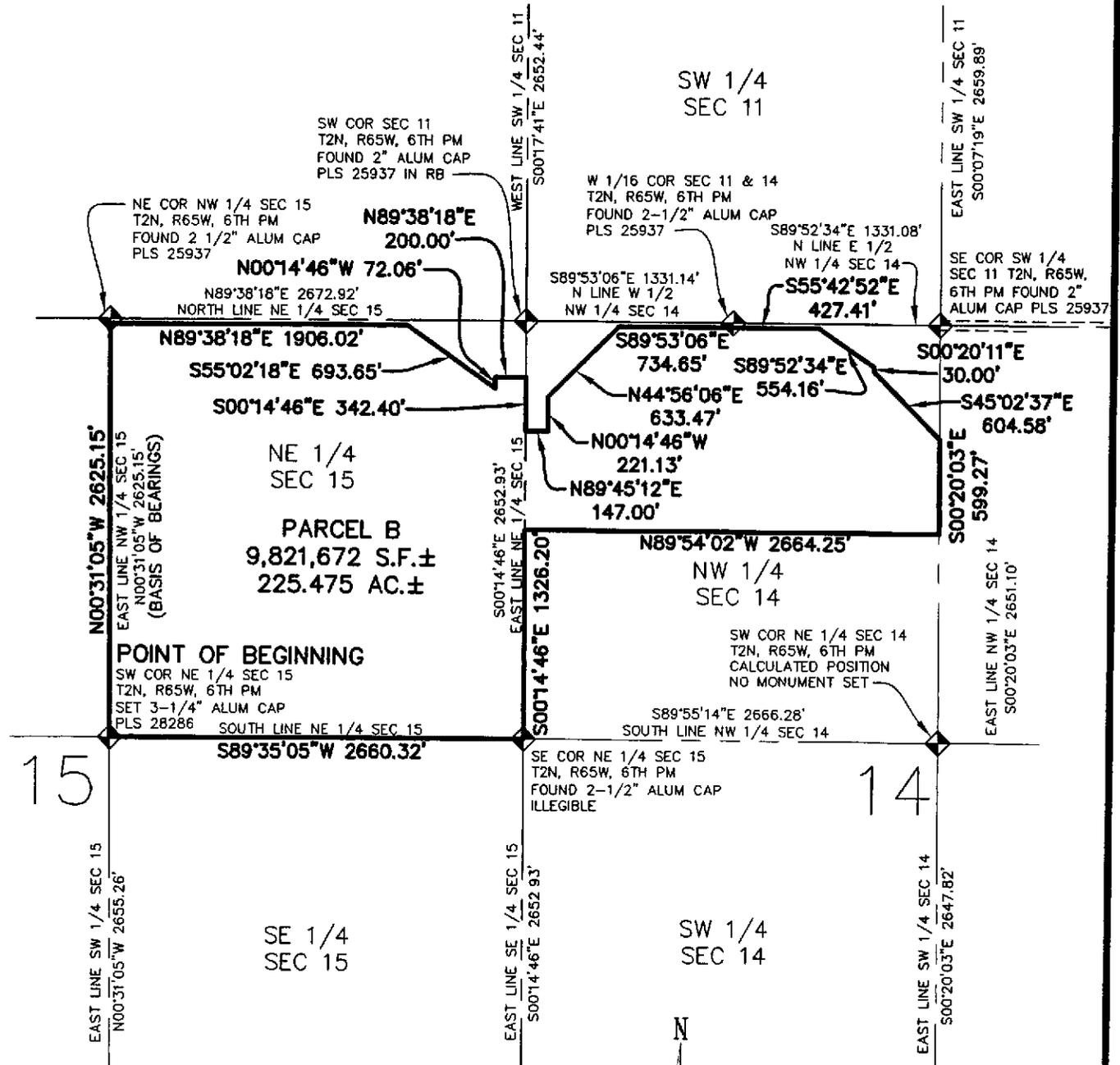
**POINT OF BEGINNING  
 PARCEL A**  
 NW COR NE 1/4 SEC 11  
 T2N, R65W, 6TH PM  
 FOUND 3-1/4" ALUM CAP  
 PLS 13155

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**EXHIBIT**  
**HP FARMS LLC**  
**SHEET 11 OF 14**

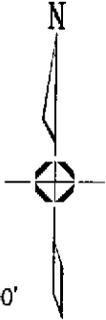


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14



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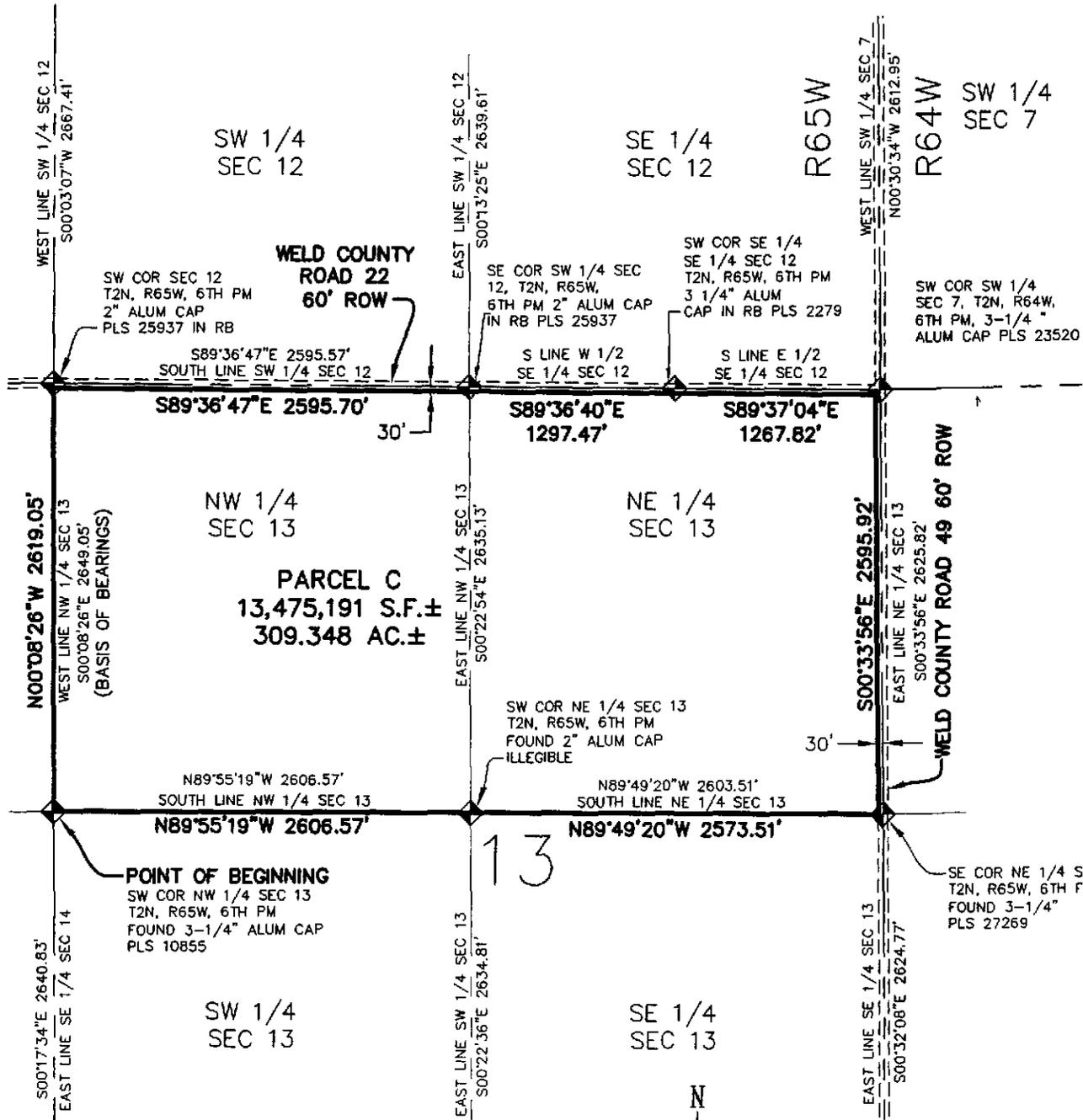
SCALE: 1" = 1000'



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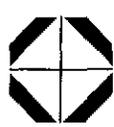
**EXHIBIT**  
 HP FARMS LLC  
 SHEET 12 OF 14



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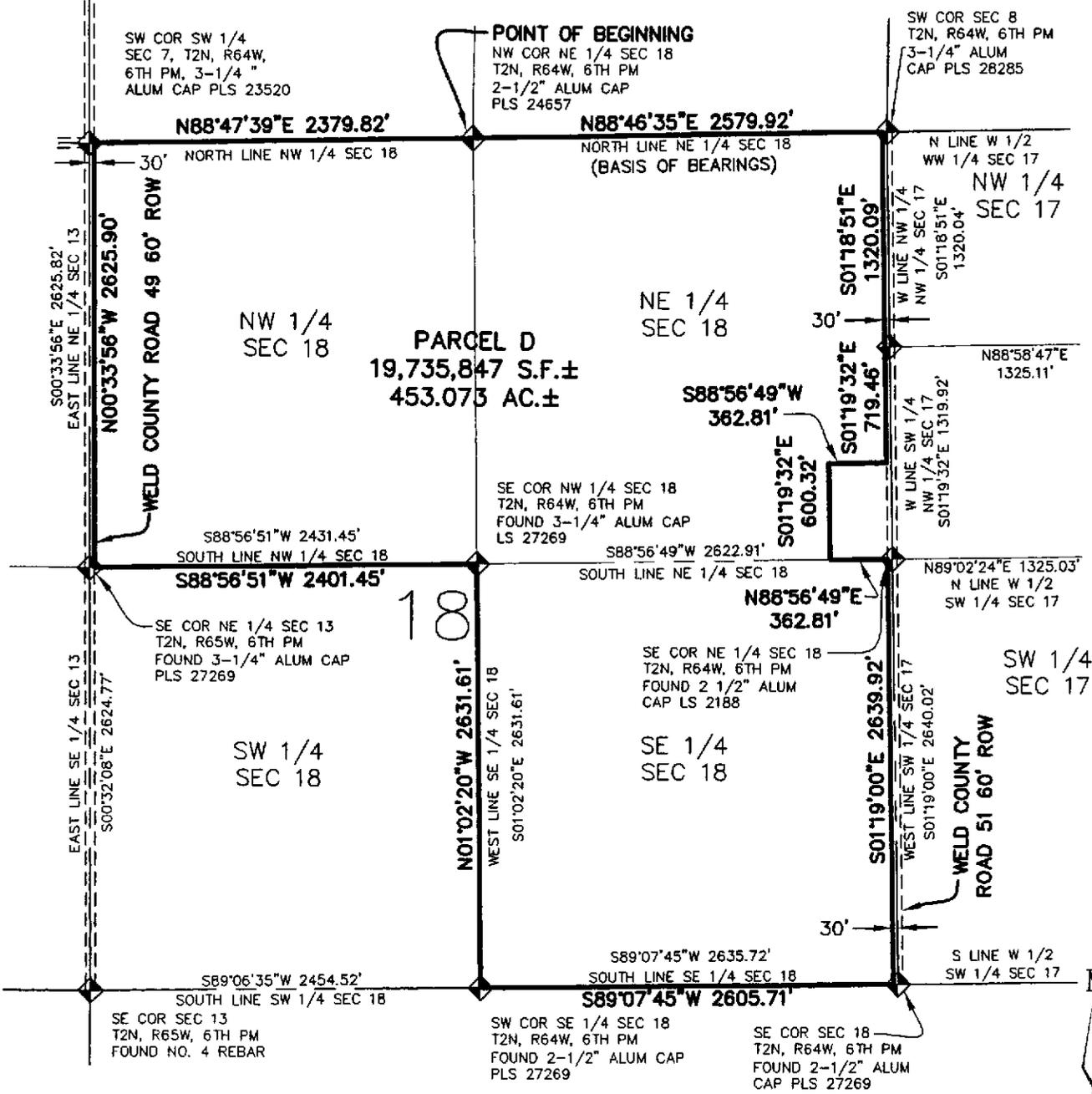
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SCALE: 1" = 1000'



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**EXHIBIT**  
**HP FARMS LLC**  
**SHEET 13 OF 14**

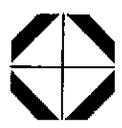


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SCALE: 1" = 1000'



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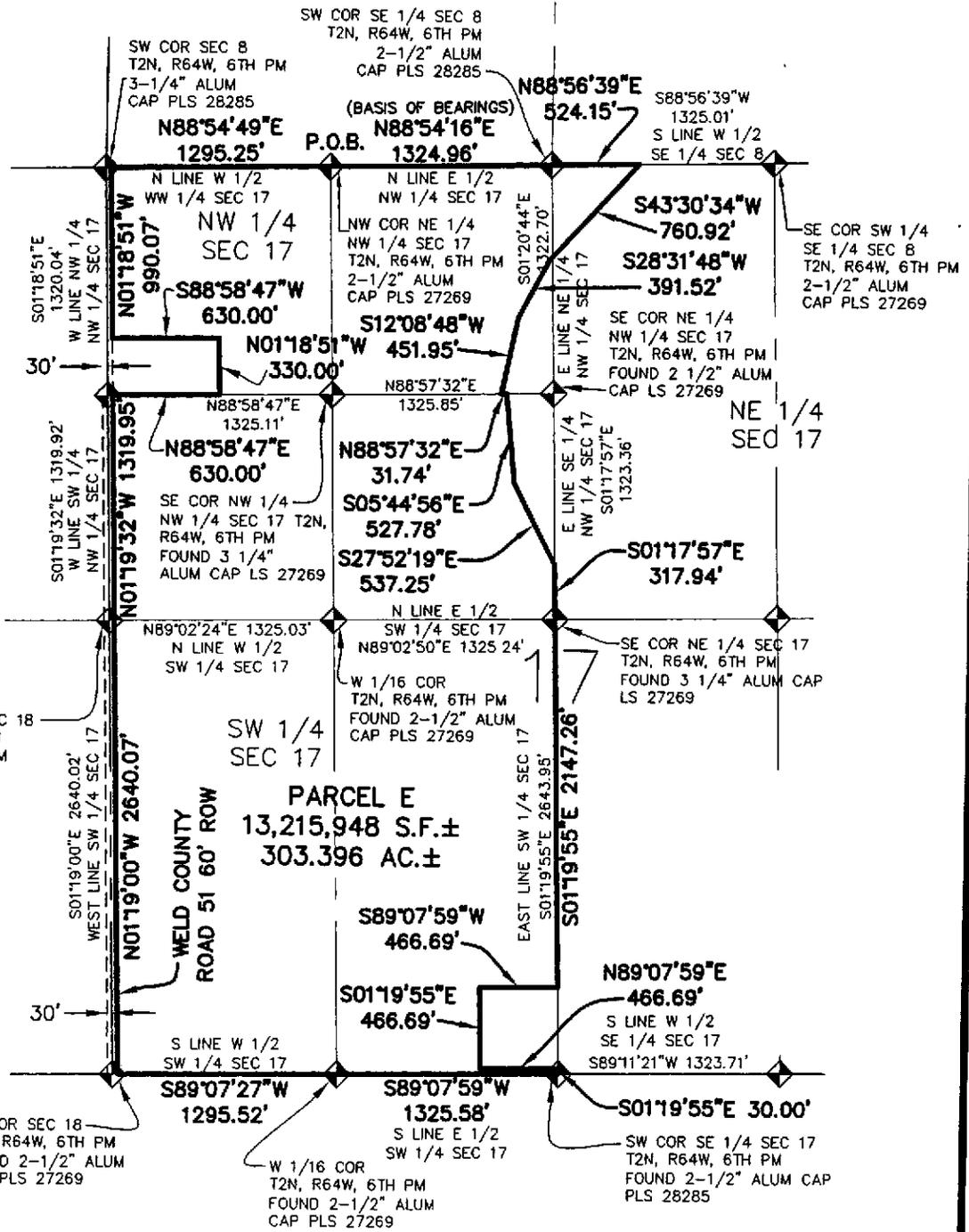
**EXHIBIT**  
**HP FARMS LLC**  
**SHEET 14 OF 14**



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SCALE: 1" = 1000'



SE COR NE 1/4 SEC 18  
 T2N, R64W, 6TH PM  
 FOUND 2 1/2" ALUM  
 CAP LS 2188

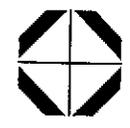
SE 1/4  
 SEC 18

**PARCEL E**  
 13,215,948 S.F.±  
 303.396 AC.±

WELD COUNTY  
 ROAD 51 60' ROW

**P.O.B.=POINT OF BEGINNING**

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# EXHIBIT 1C

HP Farms Holdings LLC

SW Section 4

E2 Section 5 (Portion)

S2 Section 7

S2 Section 8

All Section 9 (Less 19 Ac. In SE/4)

S2 Section 12 (Portion)

All Section 32 (Less 40 Ac. In NW/4)

# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 1 OF 12

## LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND BEING A PORTION OF SECTION 32, TOWNSHIP 3 NORTH, AND A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, BOTH IN RANGE 64 WEST OF THE SIXTH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID SECTION 32, AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32 TO BEAR SOUTH 00°29'52" EAST, AS MONUMENTED AT THE NORTHEAST CORNERS OF SAID NORTHEAST QUARTER OF SECTION 32 WITH A 3-3/4" USGS BRASS CAP "JR22" AND THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 32 WITH A #5 REBAR WITH "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°29'52" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2638.79 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32;

THENCE SOUTH 00°29'48" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2638.56 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE SOUTH 00°14'13" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 917.58 FEET;

THENCE SOUTH 88°59'25" WEST, A DISTANCE OF 2632.99 FEET TO THE WEST LINE OF SAID SECTION 5;

THENCE NORTH 00°36'02" WEST, ALONG THE WEST LINE OF SECTION 5, A DISTANCE OF 917.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 32;

THENCE SOUTH 89°00'37" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2638.29 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 00°24'55" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 2629.68 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32;

THENCE NORTH 00°25'26" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2128.53 FEET;



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# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 2 OF 12

## LEGAL DESCRIPTION—CONTINUED

THENCE NORTH 89°34'34" EAST, A DISTANCE OF 825.58 FEET;

THENCE SOUTH 00°25'26" EAST, A DISTANCE OF 443.34 FEET;

THENCE NORTH 89°34'34" EAST, A DISTANCE OF 1417.40 FEET;

THENCE NORTH 01°12'09" WEST, A DISTANCE OF 974.51 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH 88°47'51" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 405.35 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32;

THENCE NORTH 88°48'10" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2634.89 FEET TO THE **POINT OF BEGINNING**,

SAID PARCEL A CONTAINING A CALCULATED AREA OF 28,420,811 SQUARE FEET OR 652.479 ACRES, MORE OR LESS.

### TOGETHER WITH

PARCEL B:

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, THE SOUTH HALF OF SECTIONS 7 AND 8, AND A PORTION OF SECTION 9, ALL OF TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID SECTION 9 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO BEAR SOUTH 01°13'26" EAST, AS MONUMENTED AT BOTH THE NORTHEAST AND SOUTHEAST CORNERS OF SAID NORTHEAST QUARTER OF SECTION 9 WITH 3-1/4" ALUMINUM CAPS WITH "PLS 13155", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 01°13'26" EAST, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.42 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 9;



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# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 3 OF 12

## LEGAL DESCRIPTION-CONTINUED

THENCE SOUTH 01°13'28" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, DISTANCE OF 1818.33 FEET TO THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1636, PAGE 232 OF THE WELD COUNTY RECORDS;

THENCE ALONG SAID PARCEL DESCRIBED IN BOOK 1636, PAGE 232 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°40'42" WEST, A DISTANCE OF 1005.00 FEET;
2. SOUTH 01°13'28" EAST, A DISTANCE OF 825.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 9;

THENCE SOUTH 89°40'42" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 1658.01 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89°40'42" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2663.01 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE SOUTH 88°54'40" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1325.42 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF SECTION 8;

THENCE SOUTH 88°56'39" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 8, A DISTANCE OF 1325.01 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE SOUTH 88°54'16" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1324.96 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE SOUTH 88°55'10" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1325.25 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 8;

THENCE SOUTH 88°46'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 2609.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 7;



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# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 4 OF 12

## LEGAL DESCRIPTION-CONTINUED

THENCE SOUTH 88°47'39" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2379.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE NORTH 00°30'34" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 30 FEET EASTERLY AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2613.01 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE NORTH 88°40'30" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 2414.97 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7;

THENCE NORTH 88°40'30" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 2617.05 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE NORTH 88°58'51" EAST, ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1321.17 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE NORTH 88°54'58" EAST, ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1322.77 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE NORTH 88°54'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2627.98 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE NORTH 00°12'58" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SAID SECTION 9, A DISTANCE OF 1311.07 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 00°12'49" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 9, A DISTANCE OF 1311.10 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE NORTH 00°14'43" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2621.96 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;



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# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 5 OF 12

## LEGAL DESCRIPTION-CONTINUED

THENCE NORTH 89°09'35" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2624.68 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 4;

THENCE SOUTH 00°04'11" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2624.85 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 9;

THENCE NORTH 89°13'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2616.60 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL B CONTAINING A CALCULATED AREA OF 60,819,606 SQUARE FEET OR 1,396.226 ACRES, MORE OR LESS.

### TOGETHER WITH

PARCEL C:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

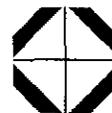
**BEGINNING** AT THE CENTER QUARTER CORNER SAID SECTION 12 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TO BEAR SOUTH 01°13'26" EAST, AS MONUMENTED AT BOTH THE NORTHEAST AND SOUTHEAST CORNERS OF SAID NORTHEAST QUARTER OF SECTION 9 WITH 3-1/4" ALUMINUM CAPS WITH "PLS 13155", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°01'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2552.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 49;

THENCE SOUTH 00°30'34" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING 30 FEET WESTERLY AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2583.26 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 22;



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**Carroll & Lange** PC  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
PHONE (303) 980-0200  
FAX (303) 980-0917  
WWW.CARROLL-LANGE.COM

# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 6 OF 12

## LEGAL DESCRIPTION-CONTINUED

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES;

1. NORTH 89°37'04" WEST, A DISTANCE OF 1267.05 FEET;
2. NORTH 89°36'40" WEST, A DISTANCE OF 1297.67 FEET;
3. NORTH 89°36'47" WEST, A DISTANCE OF 2058.95 FEET;

THENCE NORTH 00°03'07" EAST, PARALLEL WITH AND 536.79 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, A DISTANCE OF 2631.61 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 12;

THENCE SOUTH 88°59'39" EAST, ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, A DISTANCE OF 2046.34 FEET TO THE POINT OF BEGINNING,

SAID PARCEL C CONTAINING A CALCULATED AREA OF 12,020,795 SQUARE FEET OR 275.959 ACRES, MORE OR LESS.

SAID PARCELS A, B AND C CONTAIN A CALCULATED AREA OF 101,261,212 SQUARE FEET OR 2,324.638 ACRES, MORE OR LESS.



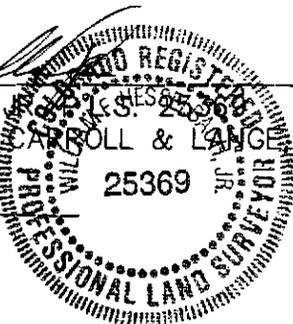
3612981 03/27/2009 11:55A Weld County, CO  
77 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

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

\_\_\_\_\_  
WILLIAM F. HESSELBACH, JR.  
FOR AND ON BEHALF OF CARROLL & LANGE, INC.

DATE

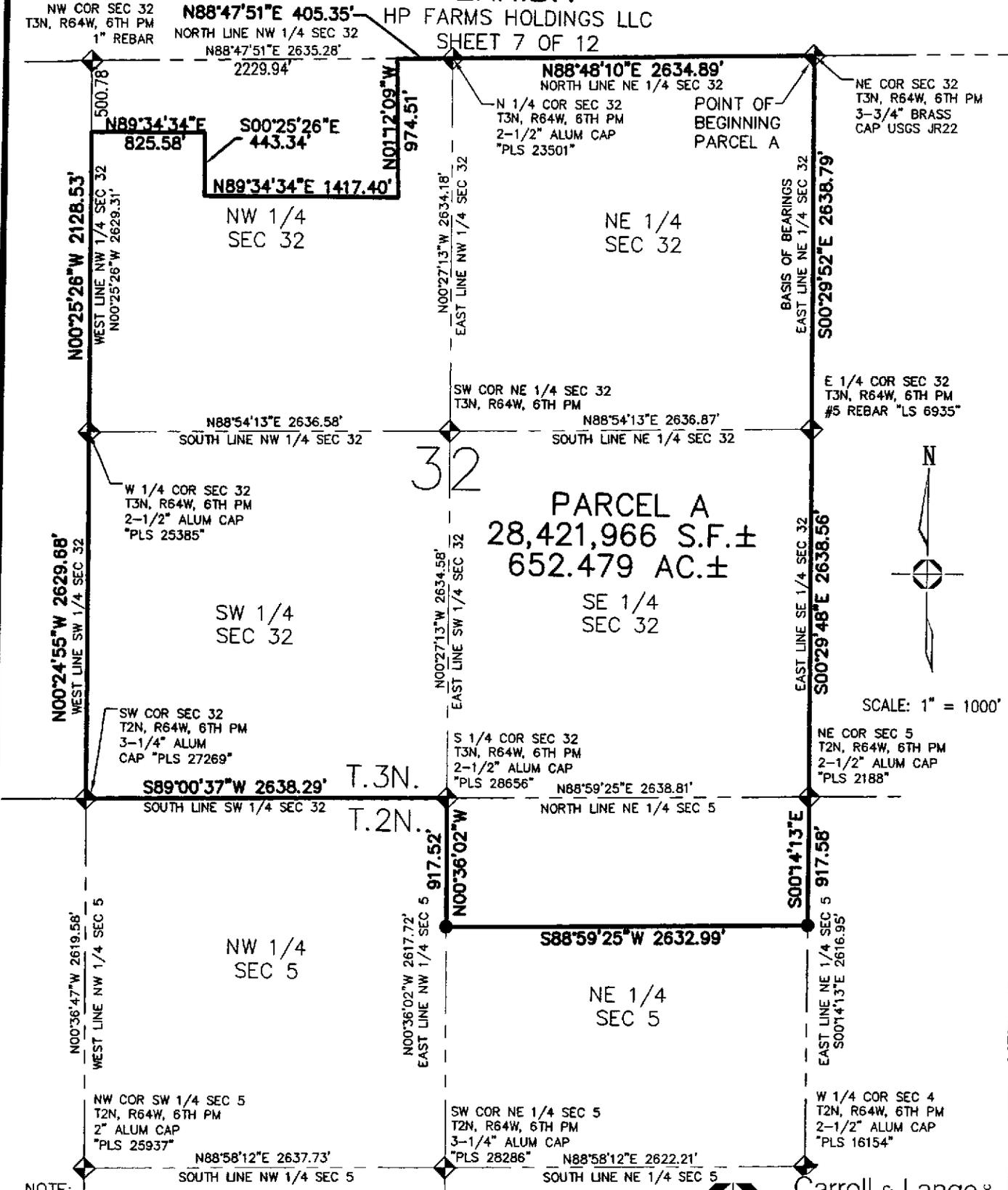
11/17/08



**Carroll & Lange** INC  
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Lakewood, Colorado 80228  
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# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 7 OF 12



SCALE: 1" = 1000'

SEE SHEET 7



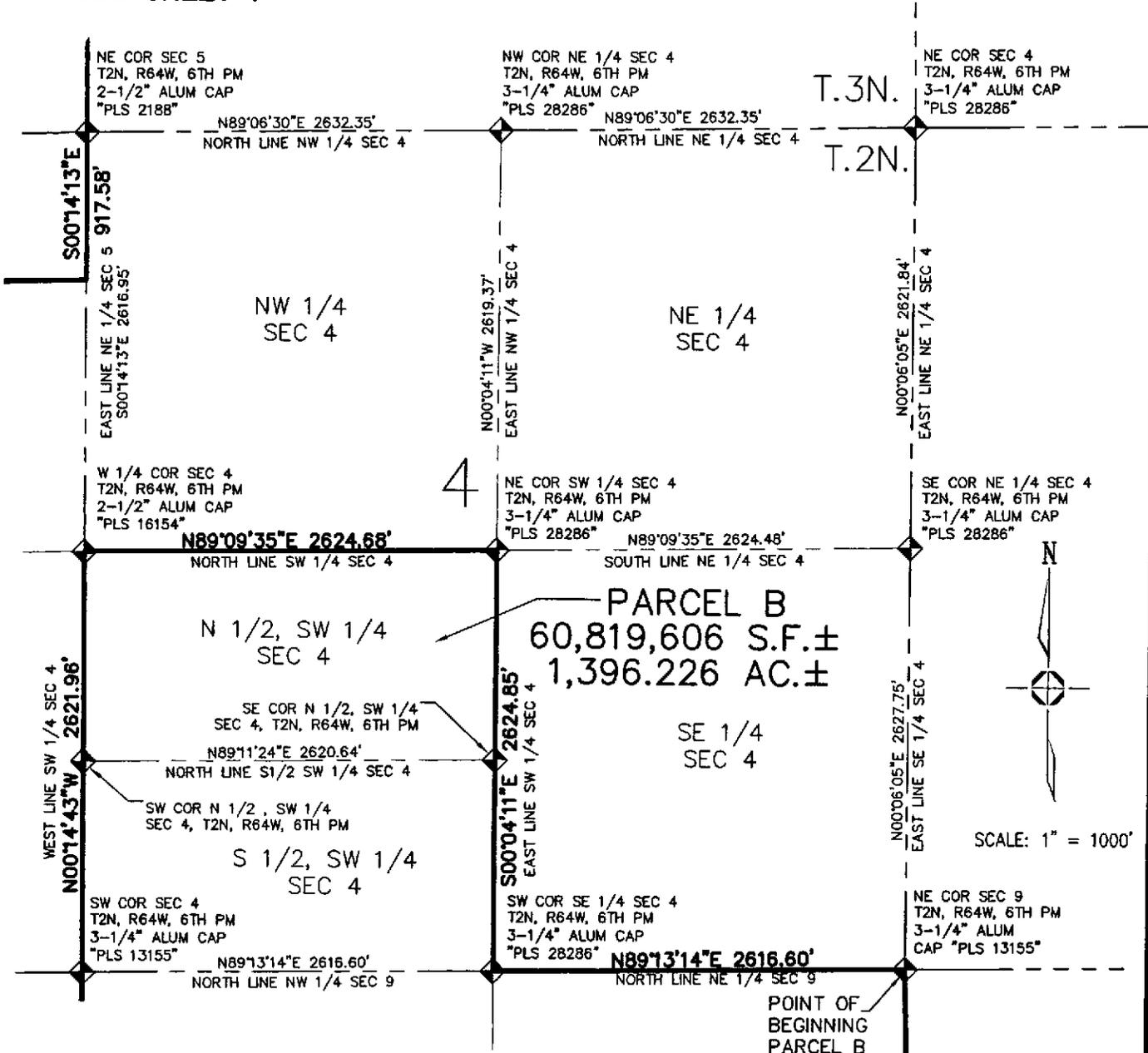
**Carroll & Lange**  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
PHONE (303) 980-0200  
FAX (303) 980-0917  
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**NOTE:**  
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**EXHIBIT**  
 HP FARMS HOLDINGS LLC  
 SHEET 8 OF 12

SEE SHEET 7



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 79 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

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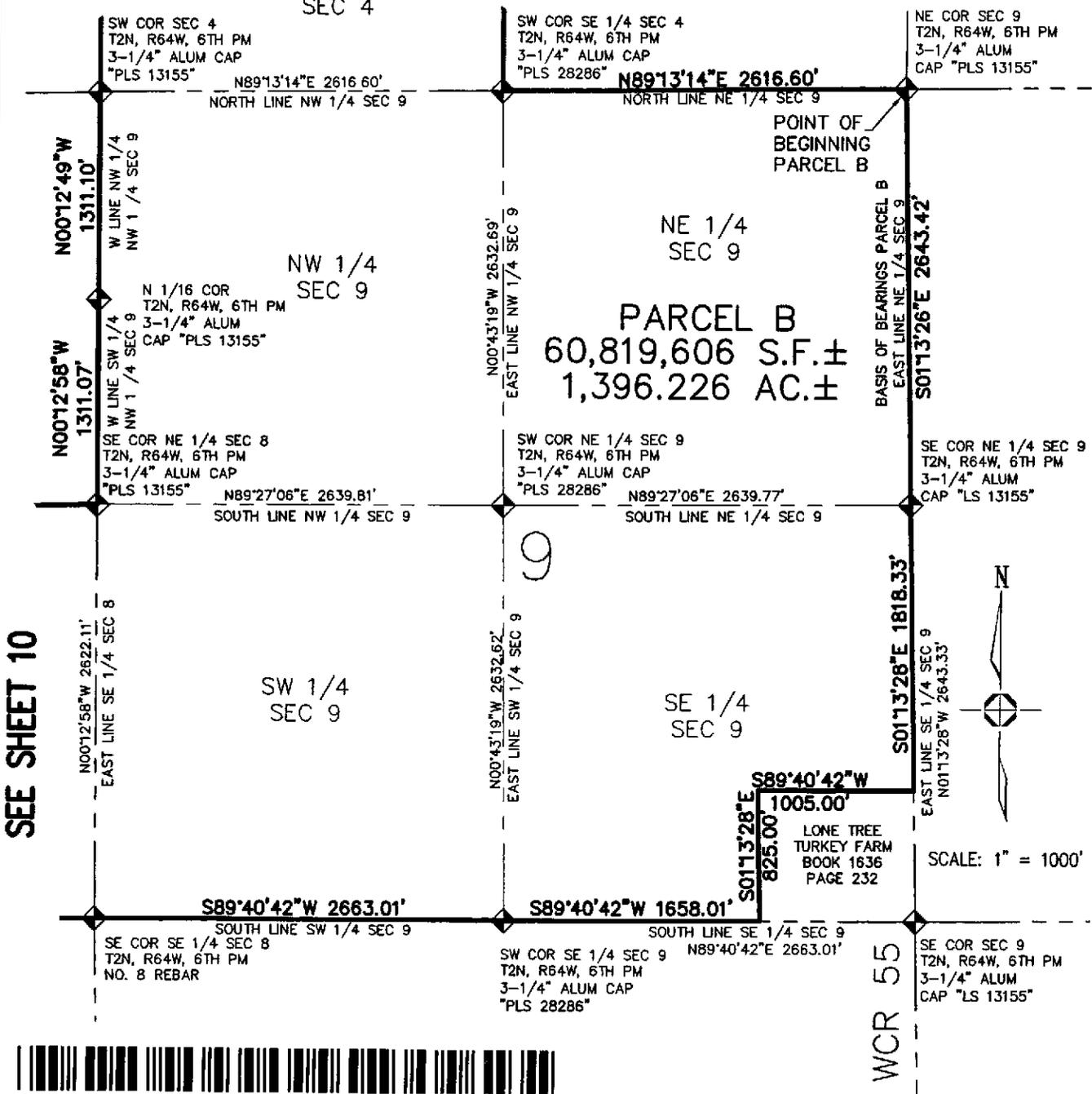


**Carroll & Lange** <sup>PC</sup>  
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 165 South Union Blvd., Suite 156  
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**EXHIBIT**  
 HP FARMS HOLDINGS LLC  
 SHEET 9 OF 12

**SEE SHEET 8**

S 1/2, SW 1/4  
 SEC 4

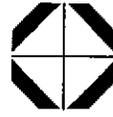


SEE SHEET 10



3612981 03/27/2009 11:55A Weld County, CO  
 80 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

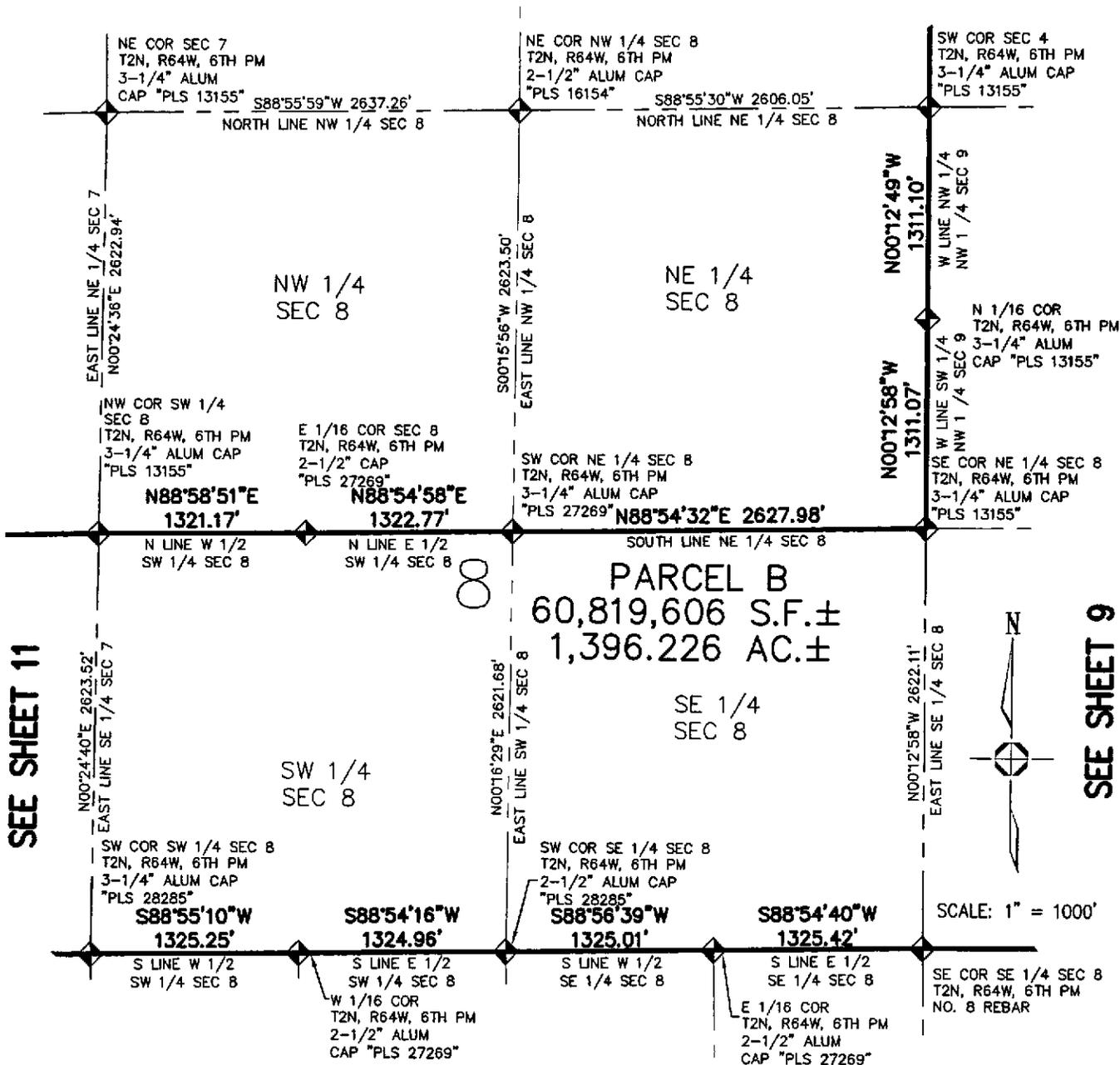
**NOTE:**  
 ● Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.



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 Professional Engineers & Land Surveyors  
 185 South Union Blvd., Suite 156  
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**EXHIBIT**  
 HP FARMS HOLDINGS LLC  
 SHEET 10 OF 12

**SEE SHEET 7**

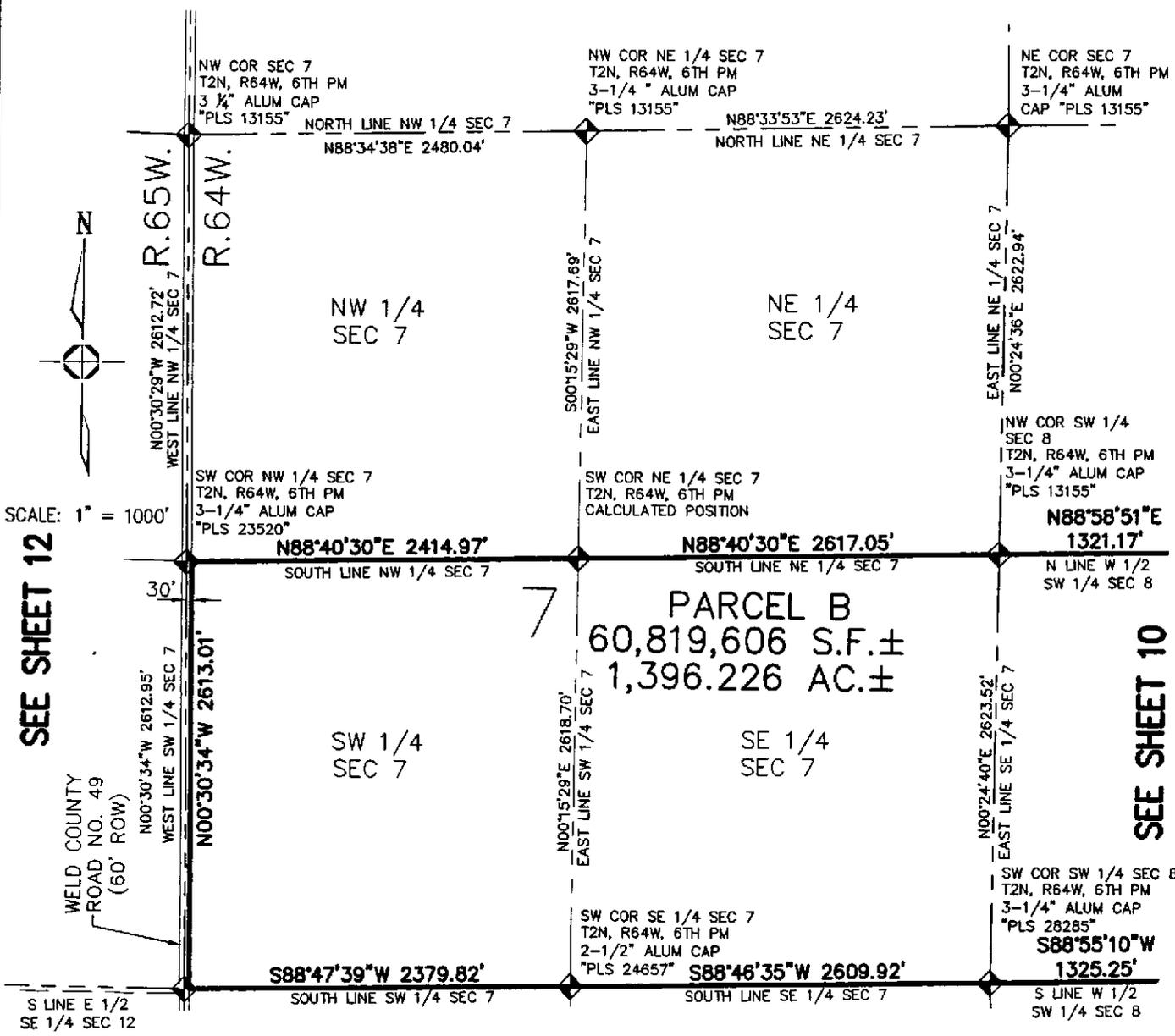


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 155 South Union Blvd., Suite 156  
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**EXHIBIT**  
 HP FARMS HOLDINGS LLC  
 SHEET 11 OF 12

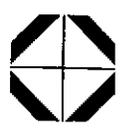


SCALE: 1" = 1000'  
**SEE SHEET 12**

**SEE SHEET 10**

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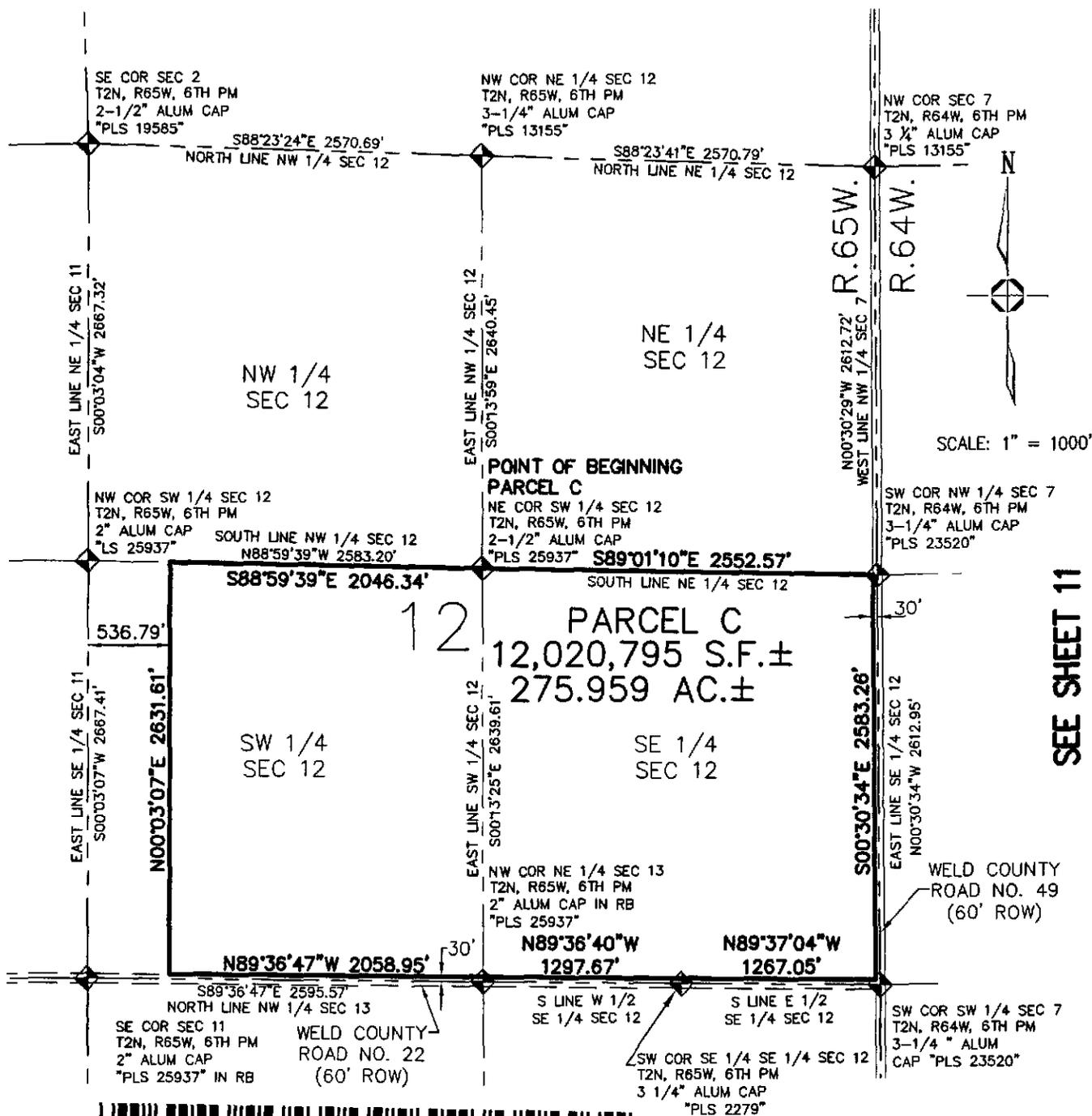
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 ● Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.



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# EXHIBIT

HP FARMS HOLDINGS LLC  
SHEET 12 OF 12



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# EXHIBIT 1D

Resource Colorado Water &  
Sanitation Metropolitan District

NW Section 32 (Portion)



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# EXHIBIT

RESOURCE COLORADO WATER AND SANITATION METRO DISTRICT  
SHEET 1 OF 2

## LEGAL DESCRIPTION-

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID SECTION 32 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, TO BEAR NORTH 88°47'51" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 88°47'51" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2229.94 FEET;

THENCE SOUTH 01°12'09" EAST, A DISTANCE OF 974.51 FEET;

THENCE SOUTH 89°34'34" WEST, A DISTANCE OF 1417.40 FEET;

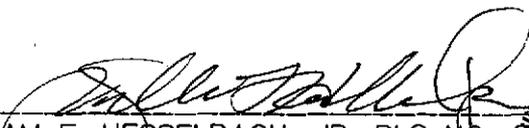
THENCE NORTH 00°25'26" WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 443.34 FEET;

THENCE SOUTH 89°34'34" WEST, A DISTANCE OF 825.58 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH 00°25'26" WEST, ALONG SAID WEST LINE, A DISTANCE OF 500.78 FEET TO THE POINT OF BEGINNING,

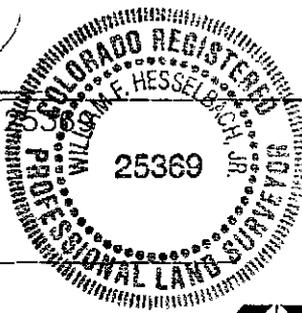
CONTAINING A CALCULATED AREA OF 1,779,353 SQUARE FEET OR 40.848 ACRES, MORE OR LESS.

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

  
WILLIAM F. HESSELBACH, JR. PLS NO.  
FOR AND ON BEHALF OF  
CARROLL & LANGE, INC.

DATE

11/17/08



3612981 03/27/2009 11:55A Weld County, CO  
85 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



Carroll & Lange <sup>INC</sup>

Professional Engineers & Land Surveyors  
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Lakewood, Colorado 80228  
PHONE (303) 980-0200  
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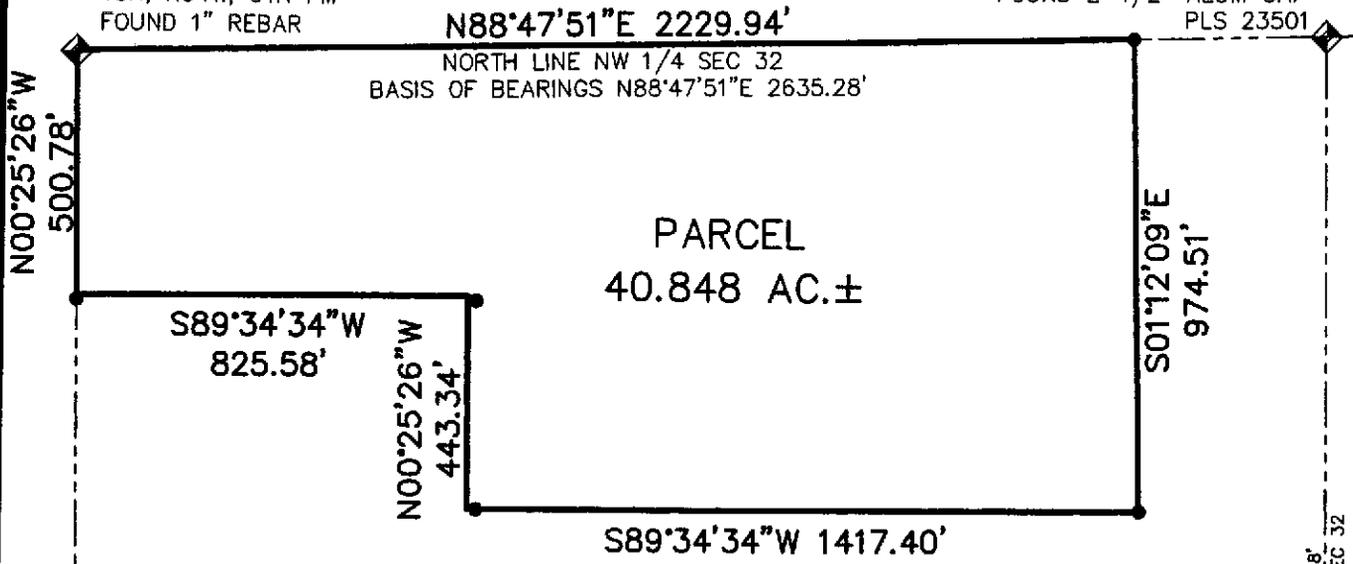
# EXHIBIT

RESOURCE COLORADO WATER AND SANITATION METRO DISTRICT  
SHEET 2 OF 2

## POINT OF BEGINNING

NW COR SEC 32  
T3N, R64W, 6TH PM  
FOUND 1" REBAR

NW COR NE 1/4 SEC 32  
T3N, R64W, 6TH PM  
FOUND 2-1/2" ALUM CAP  
PLS 23501



PARCEL  
40.848 AC.±



SCALE:  
1" = 400'

NW 1/4  
SEC 32

SW COR NW 1/4 SEC 32  
T3N, R64W, 6TH PM  
FOUND 2-1/2" ALUM CAP  
PLS 25385

SW COR NE 1/4 SEC 32  
T3N, R64W, 6TH PM  
CALCULATED POSITION  
NO MONUMENT SET

N88°54'13"E 2636.58'  
SOUTH LINE NW 1/4 SEC 32

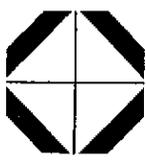
N00°27'13"W 2634.18'  
EAST LINE NW 1/4 SEC 32



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Lakewood, Colorado 80228  
PHONE (303) 980-0200  
FAX (303) 980-0917  
WWW.CARROLL-LANGE.COM

**Exhibit 2A**  
to  
**Surface Use Agreement**  
effective November 30, 2008  
by and among Anadarko E&P Company LP, Anadarko Land Corp.,  
Noble Energy, Inc., Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc.  
and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC  
and Resource Colorado Water & Sanitation Metropolitan District

**Legal Description for Anadarko Mineral Property**

**Township 2 North, Range 64 West**

Section 5: E/2  
Section 7: All  
Section 9: All  
Section 17: W/2

**Township 2 North, Range 65 West**

Section 11: E/2  
Section 13: N/2  
Section 15: NE/4

All in Weld County, Colorado\*

\*Specific legal descriptions for specific parcels are described in Exhibit 1.



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**Exhibit 2A(1)**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,  
Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc. and Pioneer  
Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource  
Colorado Water & Sanitation Metropolitan District**

**Kerr-McGee Wells on Anadarko Mineral Property**

**Township 2 North, Range 64 West**

**Section 7: Center of SW/4**

**Township 2 North, Range 65 West**

**Section 11: Center of NE/4  
Center of SE/4**

**Section 15: NE/4NE/4  
SE/4NE/4  
NW/4NE/4**



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**Exhibit 2A(2)**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,  
Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc. and Pioneer  
Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource  
Colorado Water & Sanitation Metropolitan District**

**Noble Wells on Anadarko Mineral Property**

**Township 2 North, Range 64 West**

**Section 5: NE/4SE/4  
SE/4NE/4  
Center of SE/4  
SW/4NE/4**

**Section 7: Center of NE/4  
NW/4NE/4  
NW/4NW/4  
Center of SE/4  
SE/4NW/4  
Center of NW/4  
SW/4SE/4**

**Section 9: Center of SE/4  
SW/4SE/4**

**Section 17: NW/4SW/4  
SE/4SW/4  
Center of NW/4  
Center of SW/4**

**Township 2 North, Range 65 West**

**Section 13: NE/4NE/4  
NE/4NW/4  
NW/4NE/4  
Center of NW/4  
SE/4NE/4  
Center of NE/4**



**Exhibit 3A**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,  
Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc.  
and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC  
and Resource Colorado Water & Sanitation Metropolitan District**

**Legal Description for Oil and Gas Leasehold Property**

**Township 3 North, Range 64 West**

**Section 32: All**

**Township 2 North, Range 64 West**

**Section 4: SW/4**

**Section 8: All**

**Section 18: E/2; NW/4**

**Township 2 North, Range 65 West**

**Section 2: All**

**Section 12: W/2; SE/4**

**Section 14: N/2NW/4**

**All in Weld County, Colorado\***

**\*Specific legal descriptions for specific parcels are described in Exhibit 1.**



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**Exhibit 3A(1)**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,  
Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc. and Pioneer  
Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource  
Colorado Water & Sanitation Metropolitan District**

**Kerr-McGee Wells on Oil and Gas Leasehold Property**

**Township 2 North, Range 64 West**

**Section 8: Center of SE/4**

**Section 18: Center of NW/4  
Center of NE/4  
Center of SE/4**

**Township 2 North, Range 65 West**

**Section 12: Center of NW/4  
Center of SW/4  
SE/4NW/4  
Center of SE/4  
SE/4SW/4**



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**Exhibit 3A(2)**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,  
Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc. and Pioneer  
Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource  
Colorado Water & Sanitation Metropolitan District**

**Noble Wells on Oil and Gas Leasehold Property**

**Township 2 North, Range 64 West**

**Section 8:     Center of NE/4  
                  Center of NW/4**

**Township 3 North, Range 64 West**

**Section 32:   NE/4NE/4  
                  Center of NW/4  
                  NE/4SE/4  
                  NW/4NE/4  
                  NW/4SE/4  
                  Center of NE/4  
                  SE/4NW/4  
                  Center of SE/4  
                  SW/4NE/4  
                  SW/4NW/4  
                  SW/4SE/4**



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**Exhibit 3A(3)**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,  
Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc. and Pioneer  
Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource  
Colorado Water & Sanitation Metropolitan District**

**EnCana Wells on Oil and Gas Leasehold Property**

**Township 2 North, Range 65 West**

**Section 2: Center of NE/4  
NE/SE/4  
NE/4SW/4  
NW/4NE/4  
NW/4NW/4  
Center of NW/4  
SW/4NE/4  
SW/4NW/4  
Center of SE/4  
SW/4SE/4  
SW/4SW/4**

**Township 3 North, Range 64 West**

**Section 32: SW/4SW/4  
Center of SW/4**

  
3612981 03/27/2009 11:55A Weld County, CO  
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**Exhibit 4**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp.,  
Noble Energy, Inc., Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc.  
and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC  
and Resource Colorado Water & Sanitation Metropolitan District**

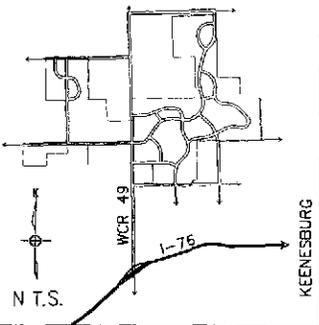
**See attached exhibit consisting of 57 pages that reflect the Oil and Gas Operations  
Areas, Production Facility Locations, and existing pipelines and access.**



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94 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

# PIONEER COMMUNITIES, INC.

## SURFACE USE AGREEMENT KEY MAP



VICINITY MAP

35 36 R65W R64W 31 32 33

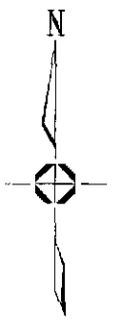
T3N T2N

3 2 SHT 3-7 1 6 5 SHT 26-28 4 SHT 24-25  
10 11 SHT 8-10 12 SHT 11-15 7 SHT 29-33 8 SHT 34-38 9 SHT 39-43  
15 SHT 21-22 14 SHT 19-20 13 SHT 16-18 18 SHT 48-51 17 SHT 44-47 16

BOX ELDER CREEK

NO NAME CREEK

WCR 49



N.T.S.

DATE: 09/02/08  
SHEET 1 OF 57

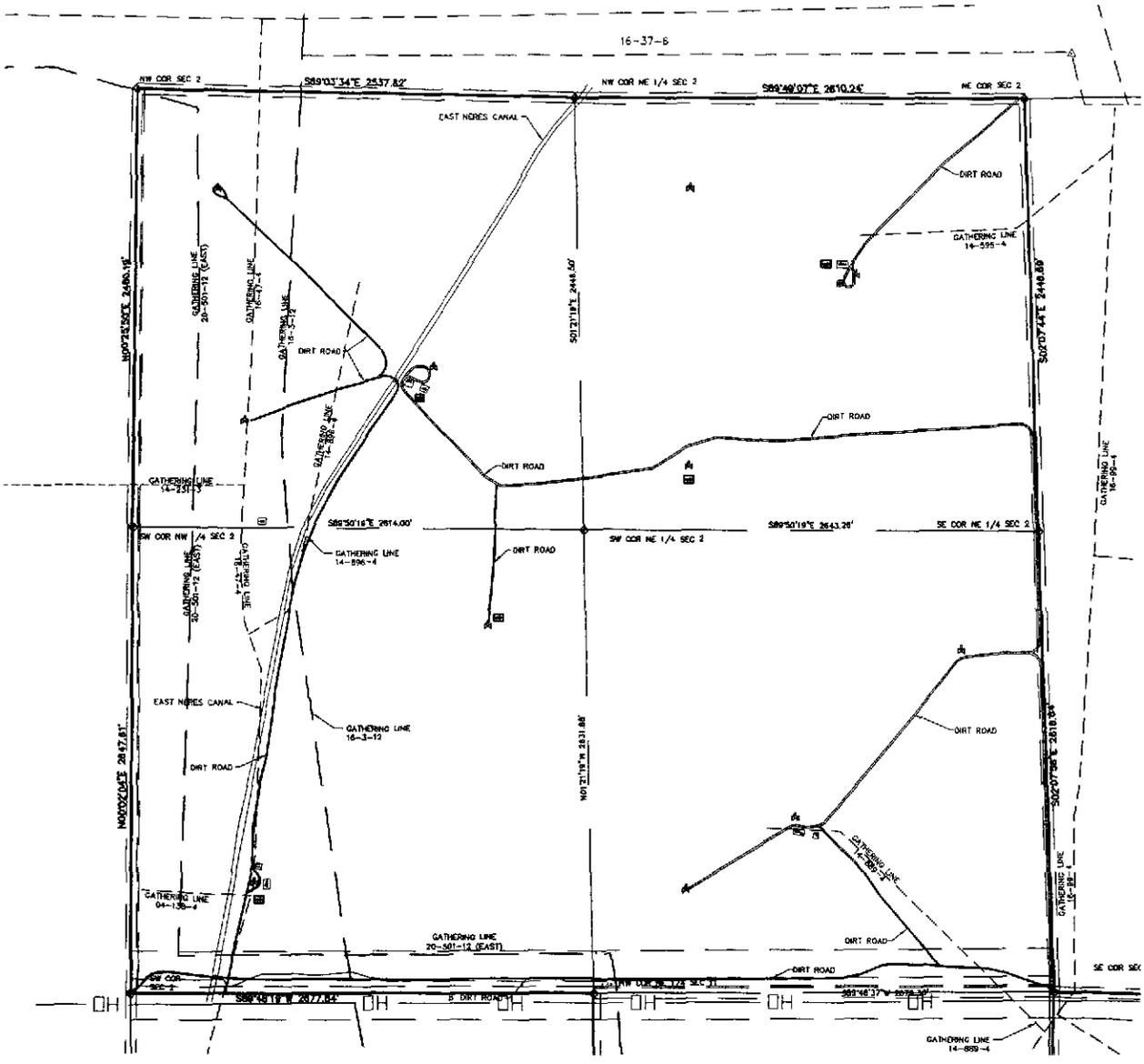
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96 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

# Range 65W, Township 2N

# EXHIBIT NO. 2



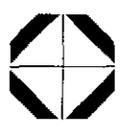
## SECTION 2 OVERALL

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
(SHEET 1 OF 5 FOR SECTION 2)



SCALE. 1" = 1,000'

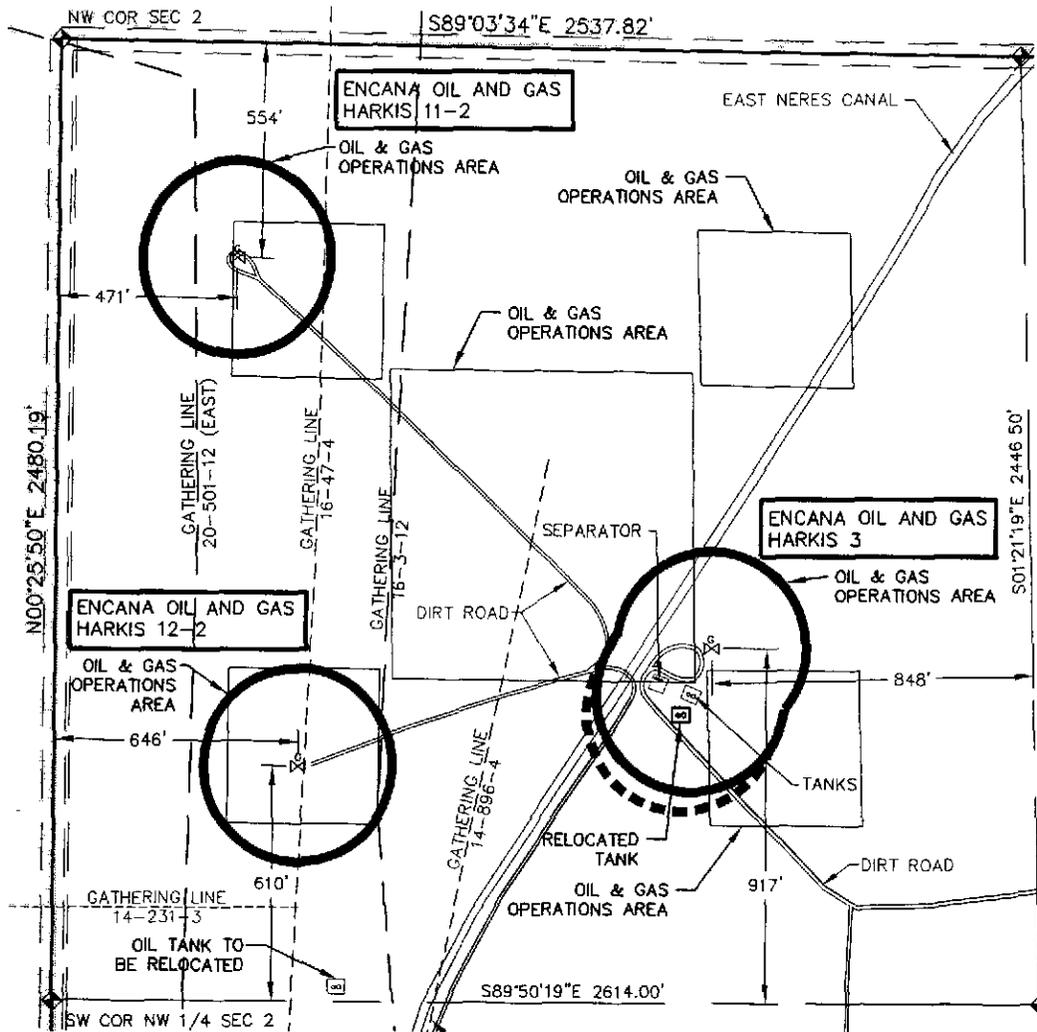


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LEGEND			
	EXIST. TANKS		OIL & GAS OPERATIONS AREA
	EXIST. SEPARATOR		OIL & GAS OPERATIONS AREA
	EXIST. WELL		OIL & GAS OPERATIONS AREA
	FUT. VERTICAL WELL		OIL & GAS OPERATIONS AREA
	12", 6", 4" & 3" GATHERING LINES		DRAINAGE WAY
	DITCH		OIL & GAS OPERATIONS AREA

3672981 03/27/2009 11:55A Weld County, CO  
 97 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

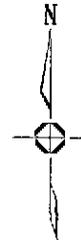
# EXHIBIT NO. 2



## NORTHWEST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

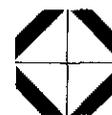
(SHEET 2 OF 5 FOR SECTION 2)



3612981 03/27/2009 11:55A Weld County, CO  
98 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

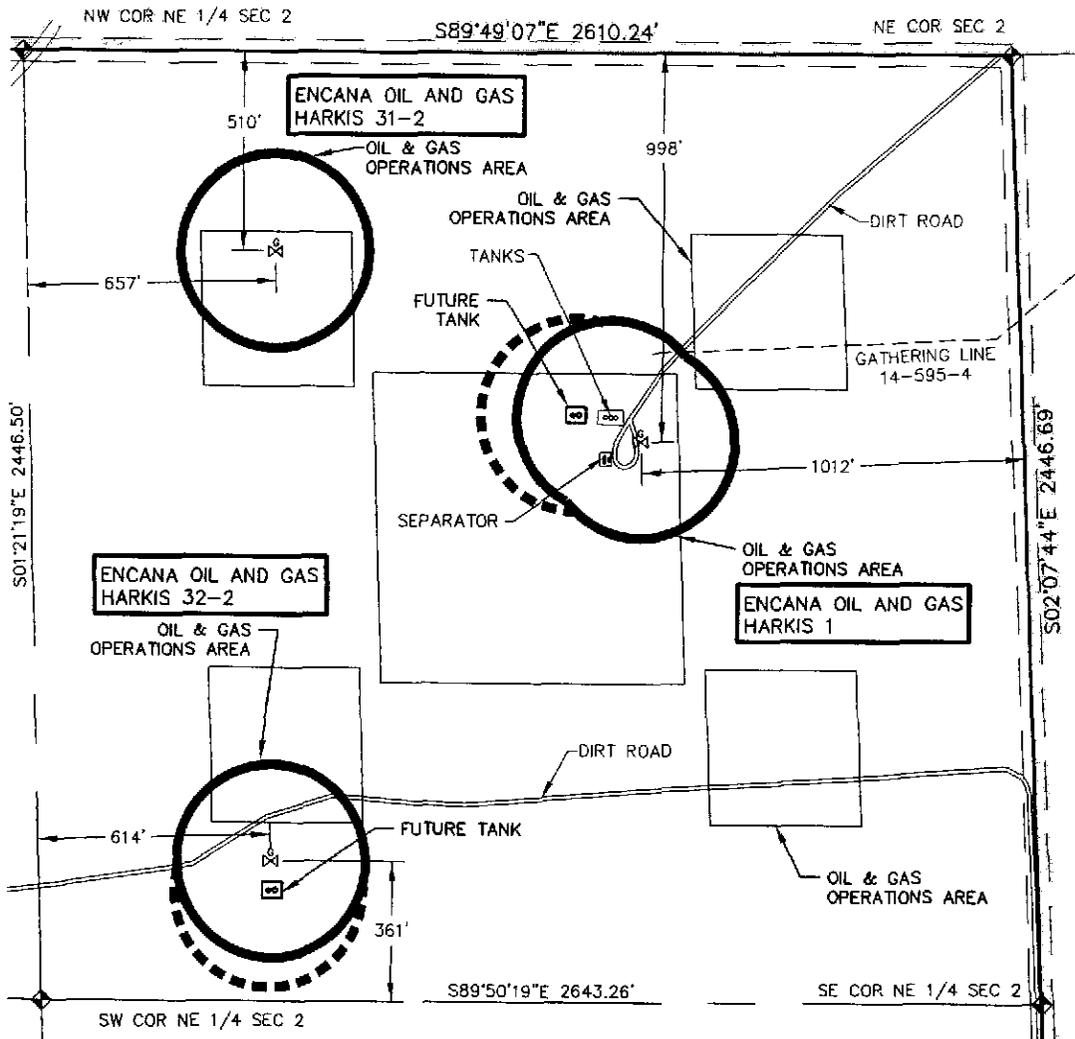
SCALE: 1" = 500'

**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



**Carroll & Lange** PC  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
PHONE (303) 980-0200  
FAX (303) 980-0917  
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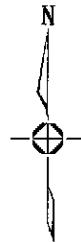
# EXHIBIT NO. 2



## NORTHEAST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 5 FOR SECTION 2)

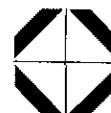


3612981 03/27/2009 11:55A Weld County, CO  
99 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

SCALE. 1" = 500'

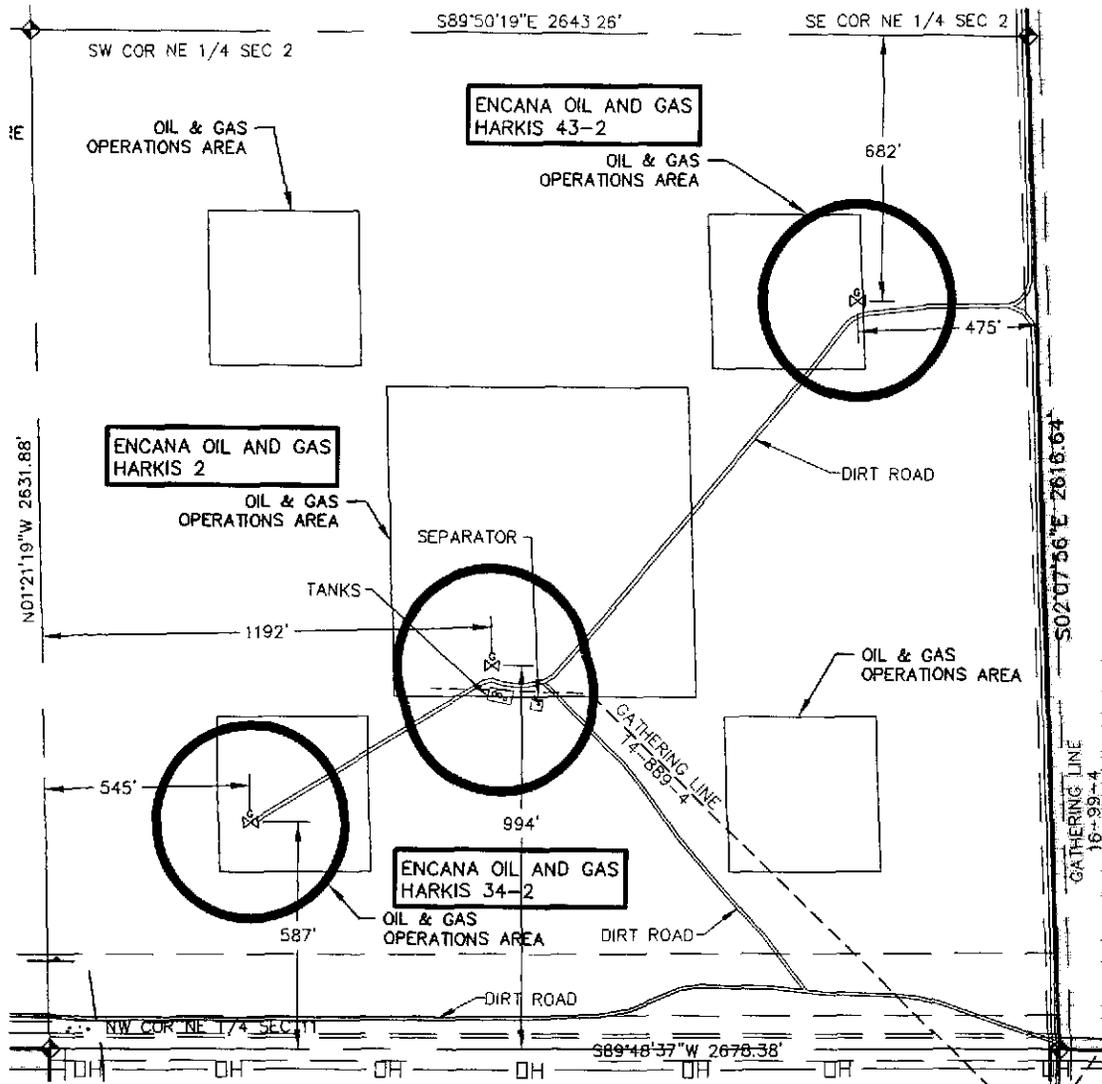
**NOTE:**

LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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Professional Engineers & Land Surveyors  
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Lakewood, Colorado 80228  
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FAX (303) 980-0917  
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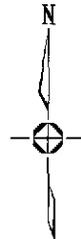
# EXHIBIT NO. 2



## SOUTHEAST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 4 OF 5 FOR SECTION 2)



3612981 03/27/2009 11:55A Weld County, CO  
100 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

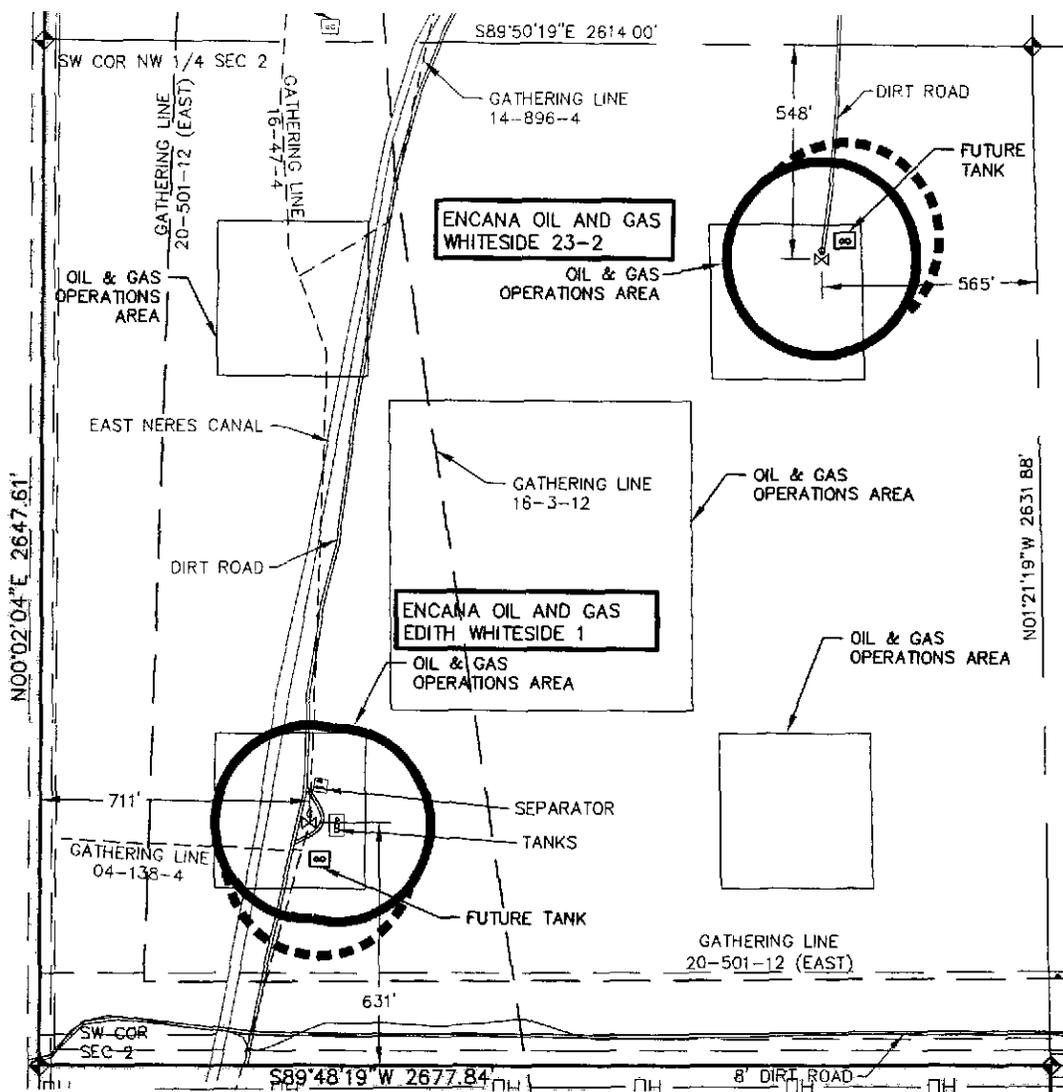
SCALE. 1" = 500'

**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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Lakewood, Colorado 80228  
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# EXHIBIT NO. 2



## SOUTHWEST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

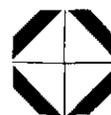
(SHEET 5 OF 5 FOR SECTION 2)

3612981 03/27/2009 11:55A Weld County, CO  
101 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



SCALE: 1" = 500'

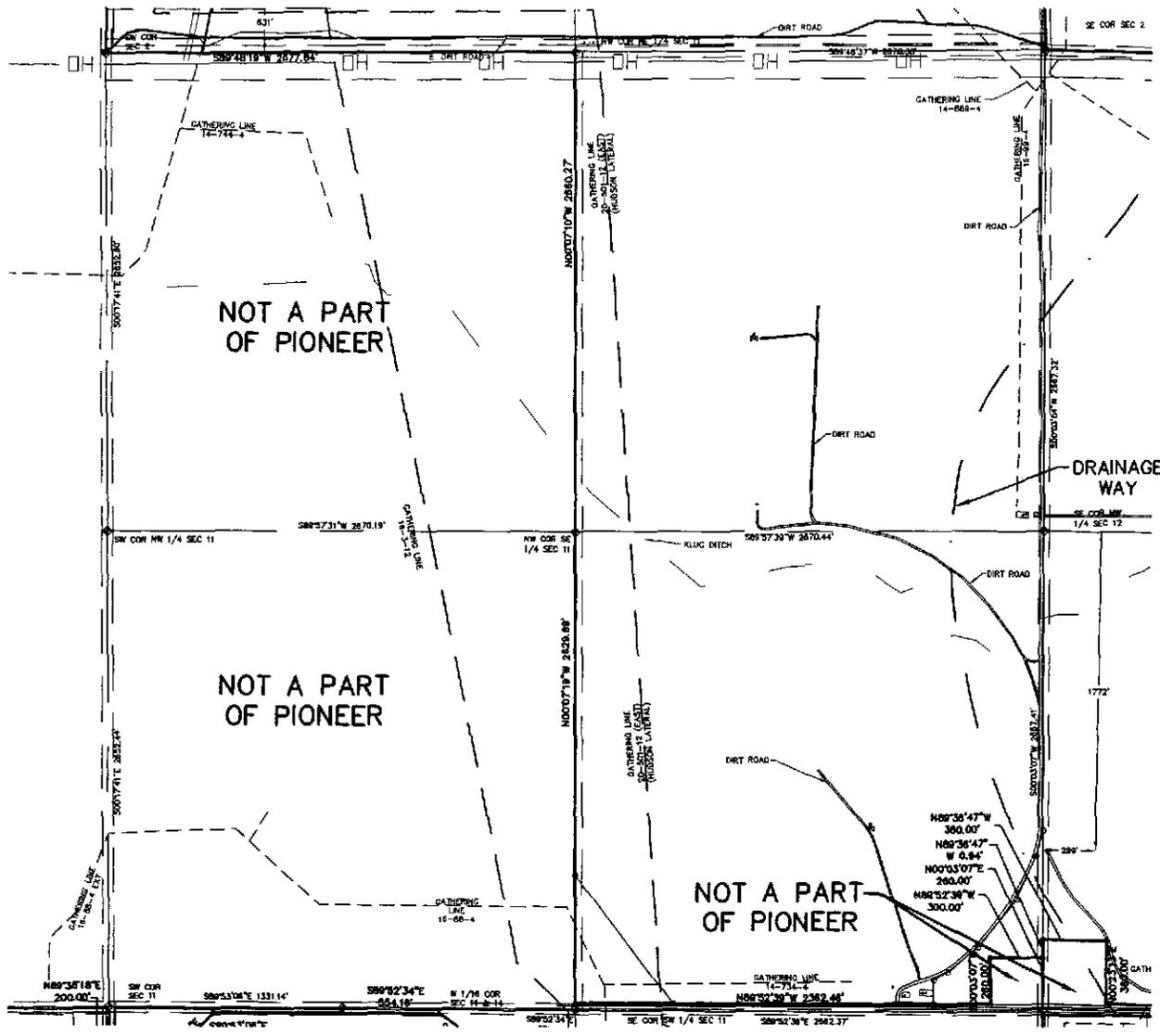
**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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Professional Engineers & Land Surveyors  
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Lakewood, Colorado 80228  
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# EXHIBIT NO. 11

3612981 03/27/2009 11:55A Weld County, CO  
 102 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



**SECTION 11 OVERALL**  
 TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (NW & SW 1/4  
 SECTIONS NOT INCULDED)  
 (SHEET 1 OF 3 FOR SECTION 11)

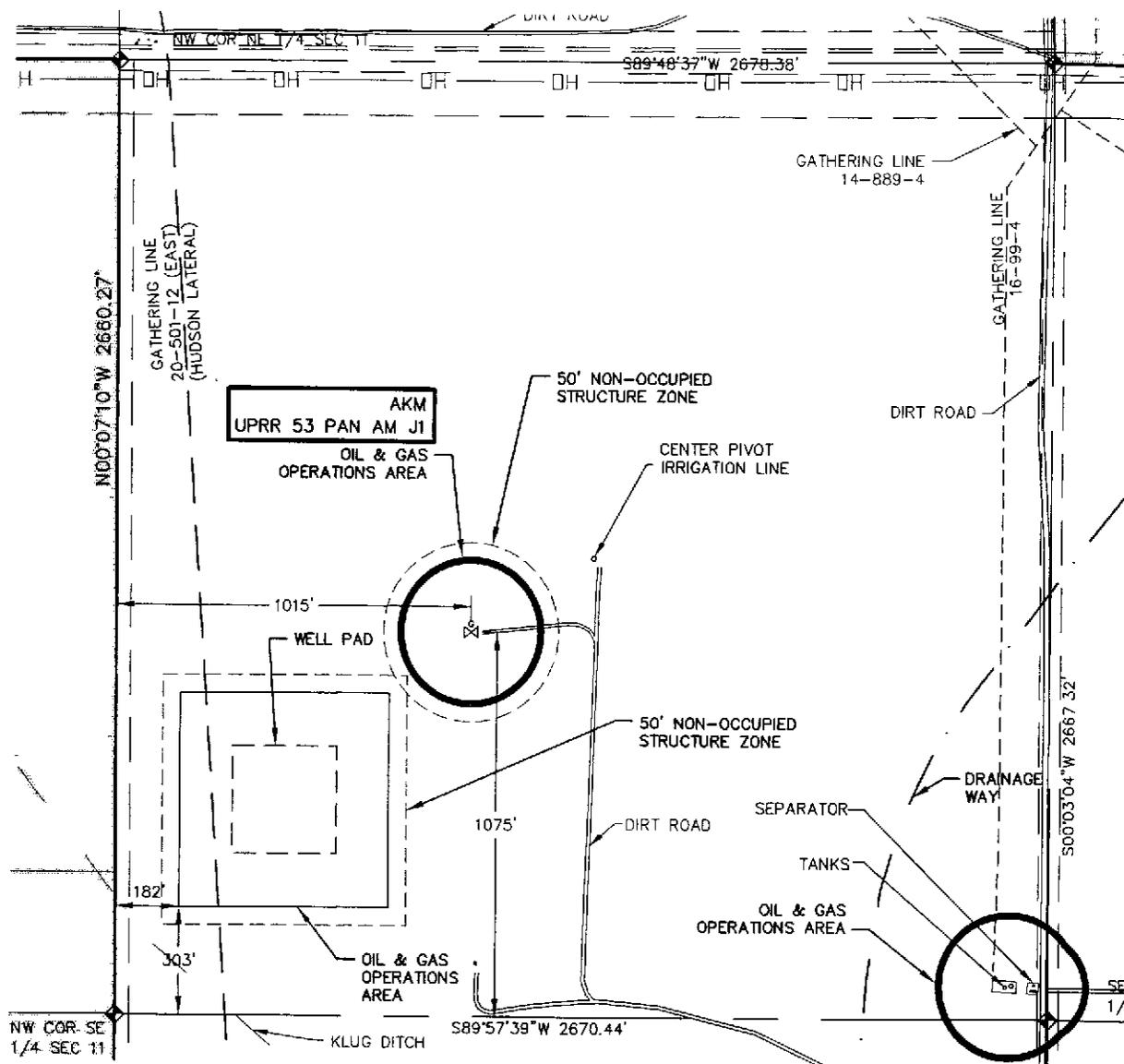
SCALE. 1" = 1,000'



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 FAX (303) 980-0917  
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LEGEND			
	EXIST TANKS		OIL & GAS OPERATIONS AREA
	EXIST. SEPARATOR		OIL & GAS OPERATIONS AREA
	EXIST WELL		OIL & GAS OPERATIONS AREA
	FUT. VERTICAL WELL		OIL & GAS OPERATIONS AREA
	12", 6", 4" & 3"		OIL & GAS OPERATIONS AREA
	GATHERING LINES		DRAINAGE WAY
	DITCH		OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 11



## NORTHEAST 1/4 OF SECTION 11

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

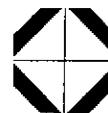
(SHEET 2 OF 3 FOR SECTION 11)



3612981 03/27/2009 11:55A Weld County, CO  
103 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

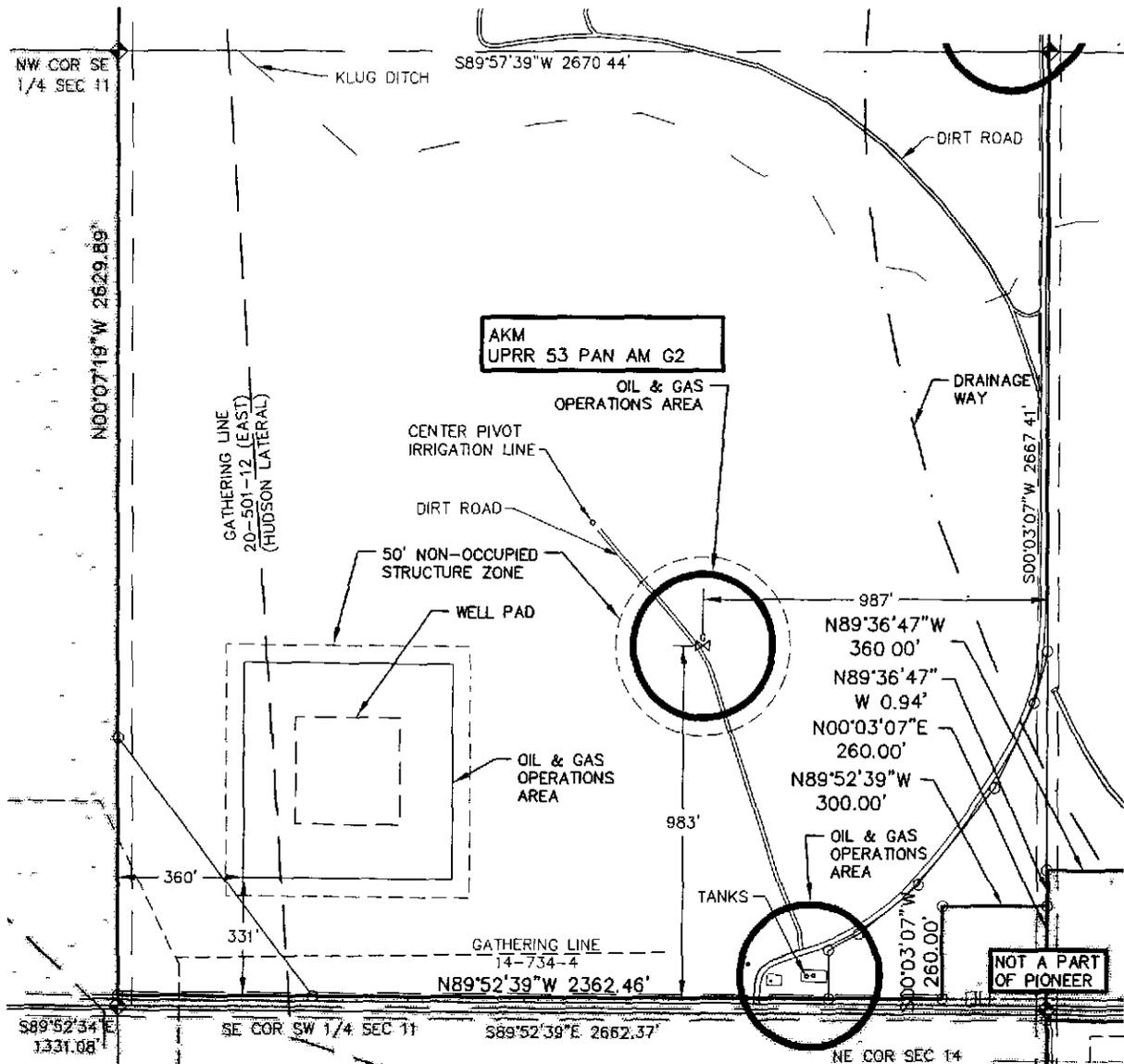
NOTE:  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07

SCALE. 1" = 500'



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FAX (303) 980-0917  
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# EXHIBIT NO. 11



## SOUTHEAST 1/4 OF SECTION 11

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 3 FOR SECTION 11)



3612981 03/27/2009 11:55A Weld County, CO  
104 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



SCALE: 1" = 500'

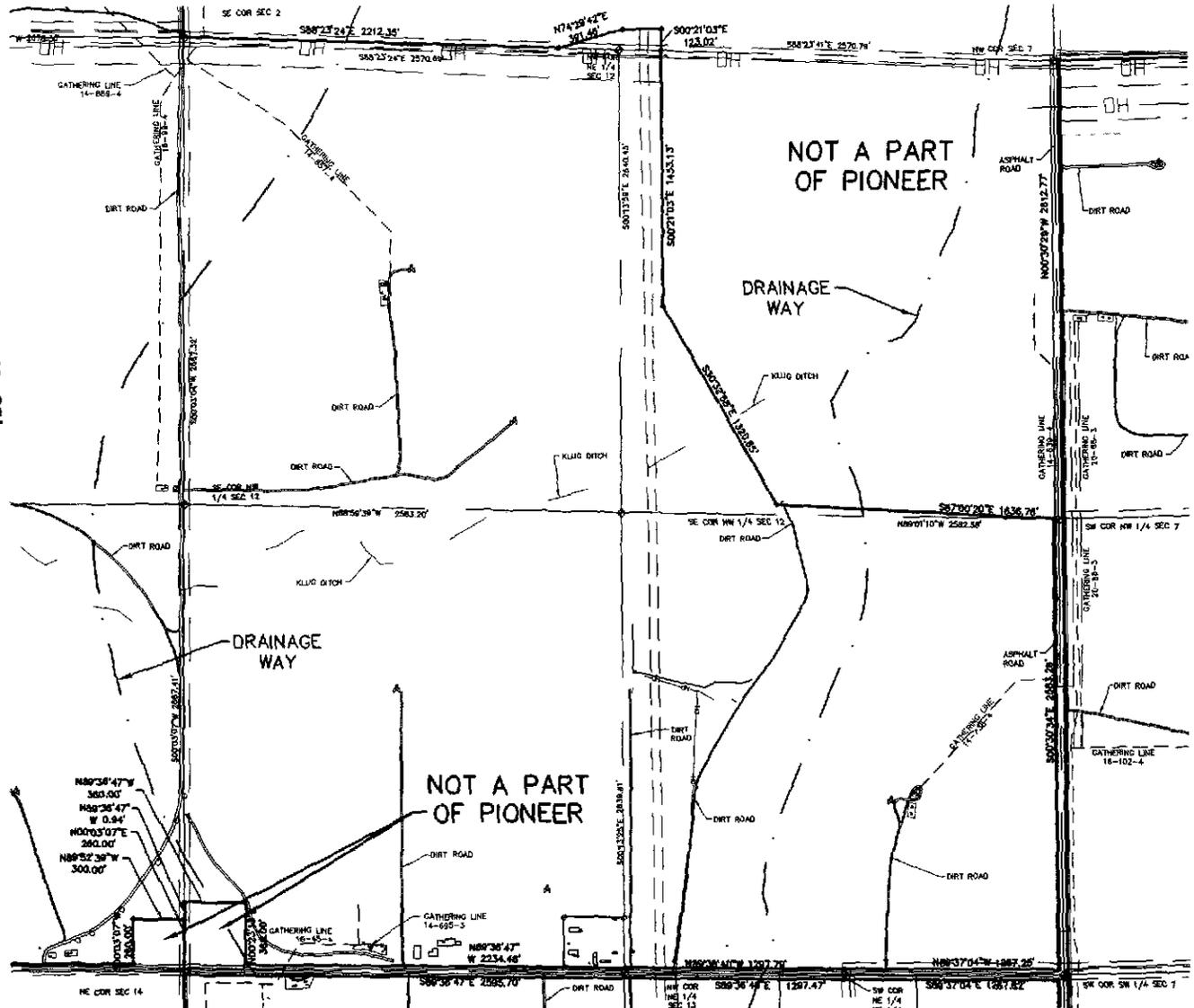
NOTE:  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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Professional Engineers & Land Surveyors  
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# EXHIBIT NO. 12

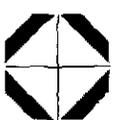
3612981 03/27/2009 11:55A Weld County, CO  
 Steve Moreno Clark & Records  
 105 of 171 R 856.00 D 0.00



## SECTION 12 OVERALL TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (PORTIONS OF NE 1/4  
 SECTION NOT INCLUDED)  
 (SHEET 1 OF 5 FOR SECTION 12)

SCALE: 1" = 1,000'



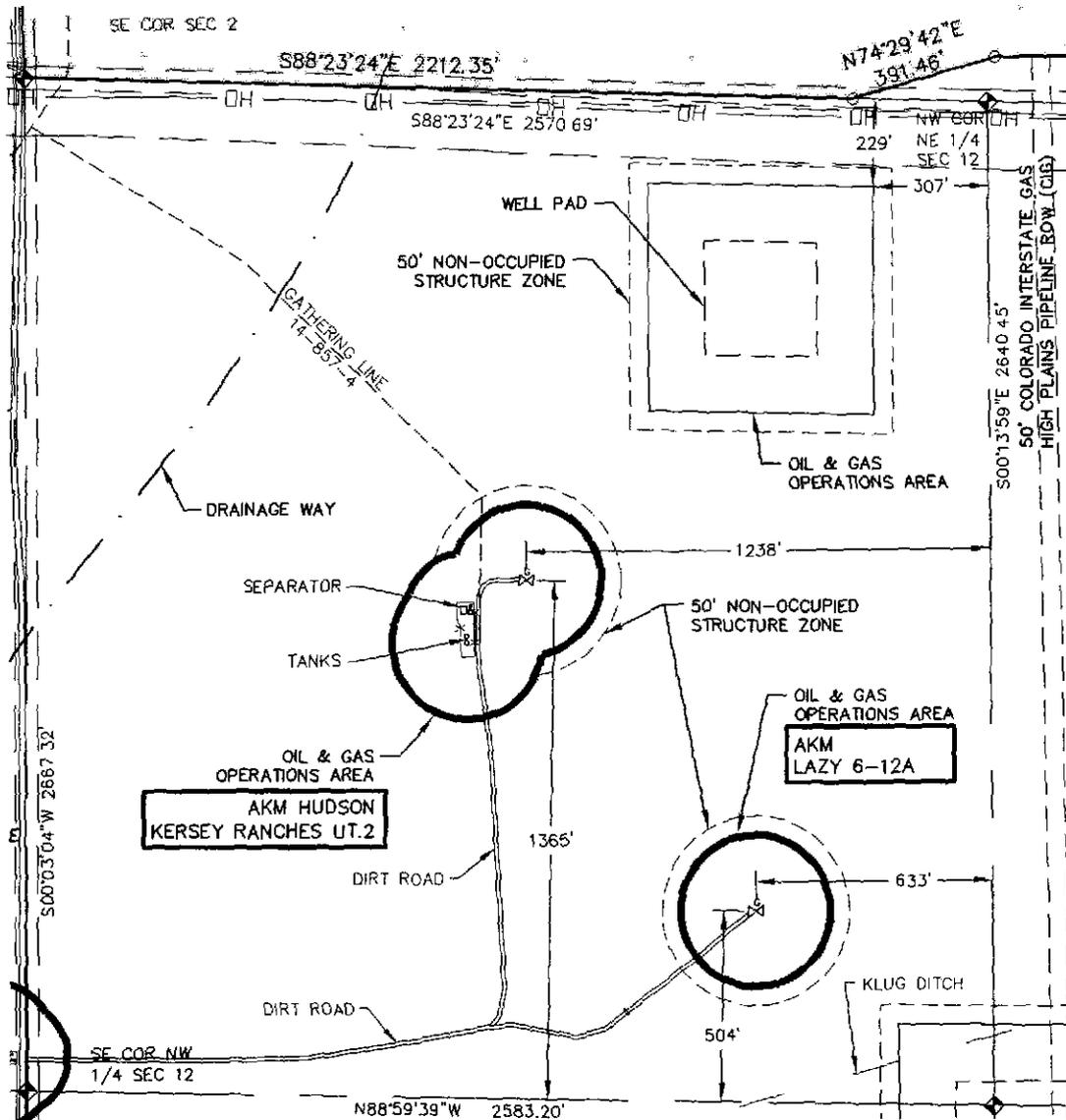
**Carroll & Lange**  
 Professional Engineers & Land Surveyors  
 165 South Union Blvd., Suite 156  
 Lakewood, Colorado 80228  
 PHONE: (303) 980-0200  
 FAX: (303) 980-0917  
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LEGEND	
	EXIST. TANKS
	EXIST. SEPARATOR
	EXIST. WELL
	FUT. VERTICAL WELL
	12", 6", 4" & 3" GATHERING LINES
	DRAINAGE WAY
	DITCH
	OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 12



3612981 03/27/2009 11:56A Weld County, CO  
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## NORTHWEST 1/4 OF SECTION 12

TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 2 OF 5 FOR SECTION 12)



SCALE: 1" = 500'

**NOTE:**

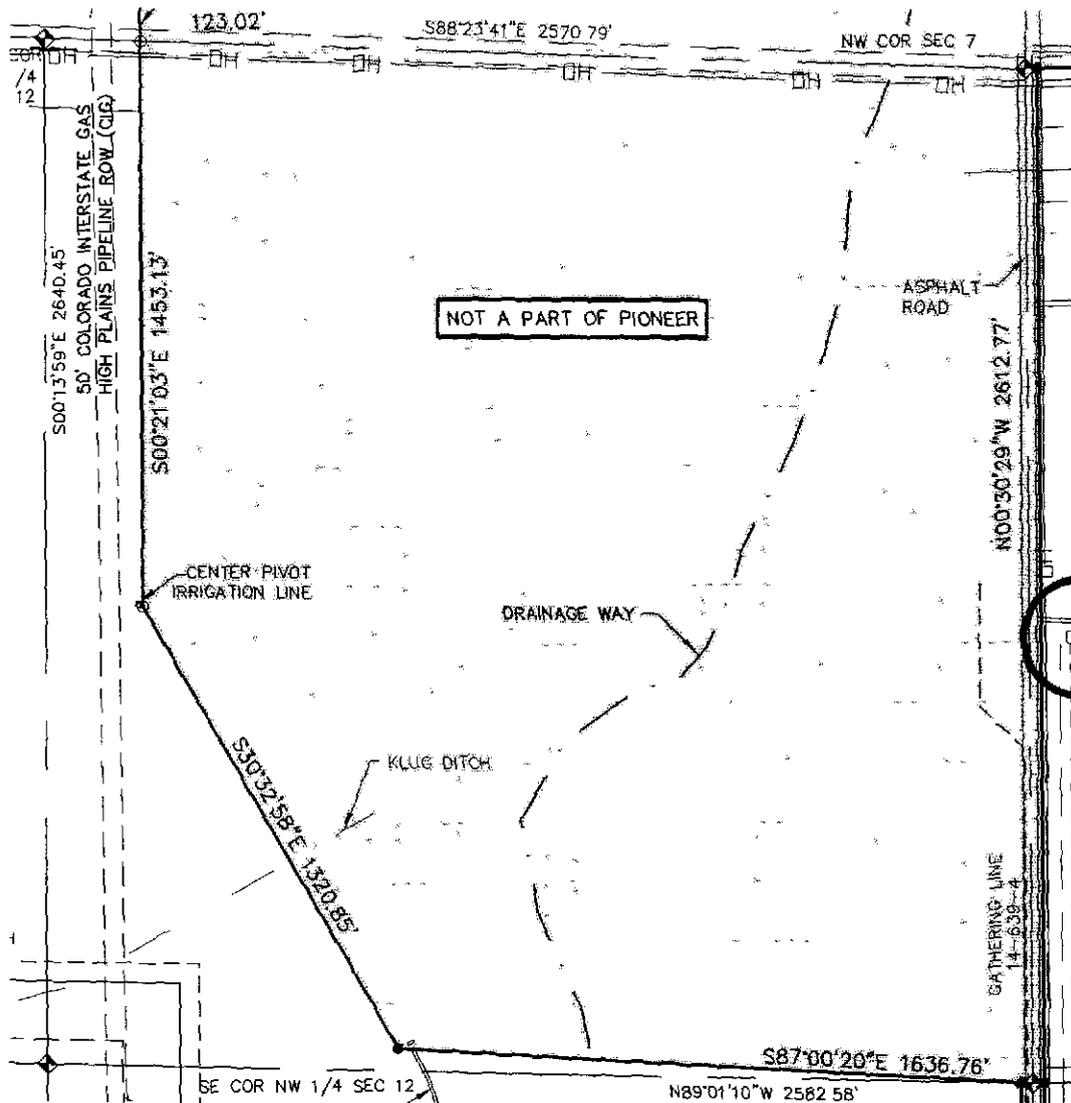
LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07



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# EXHIBIT NO. 12



## NORTHEAST 1/4 OF SECTION 12

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 5 FOR SECTION 12)



3612981 03/27/2009 11:55A Weld County, CO  
107 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

SCALE. 1" = 500'

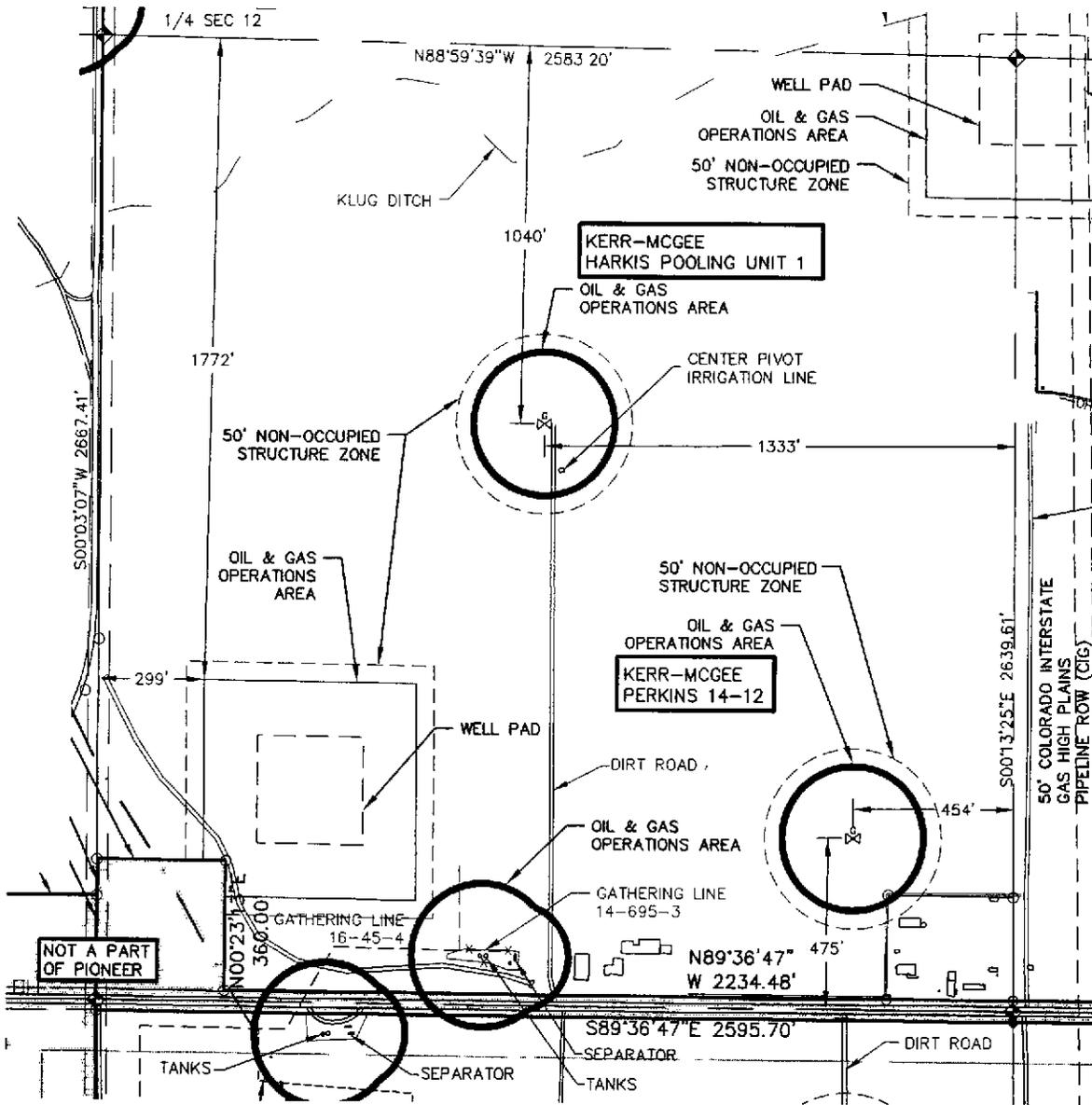
**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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# EXHIBIT NO. 12



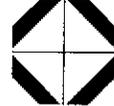
3612981 03/27/2009 11:55A Weld County, CO  
 109 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**SOUTHWEST 1/4 OF SECTION 12**  
 TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 5 OF 5 FOR SECTION 12)



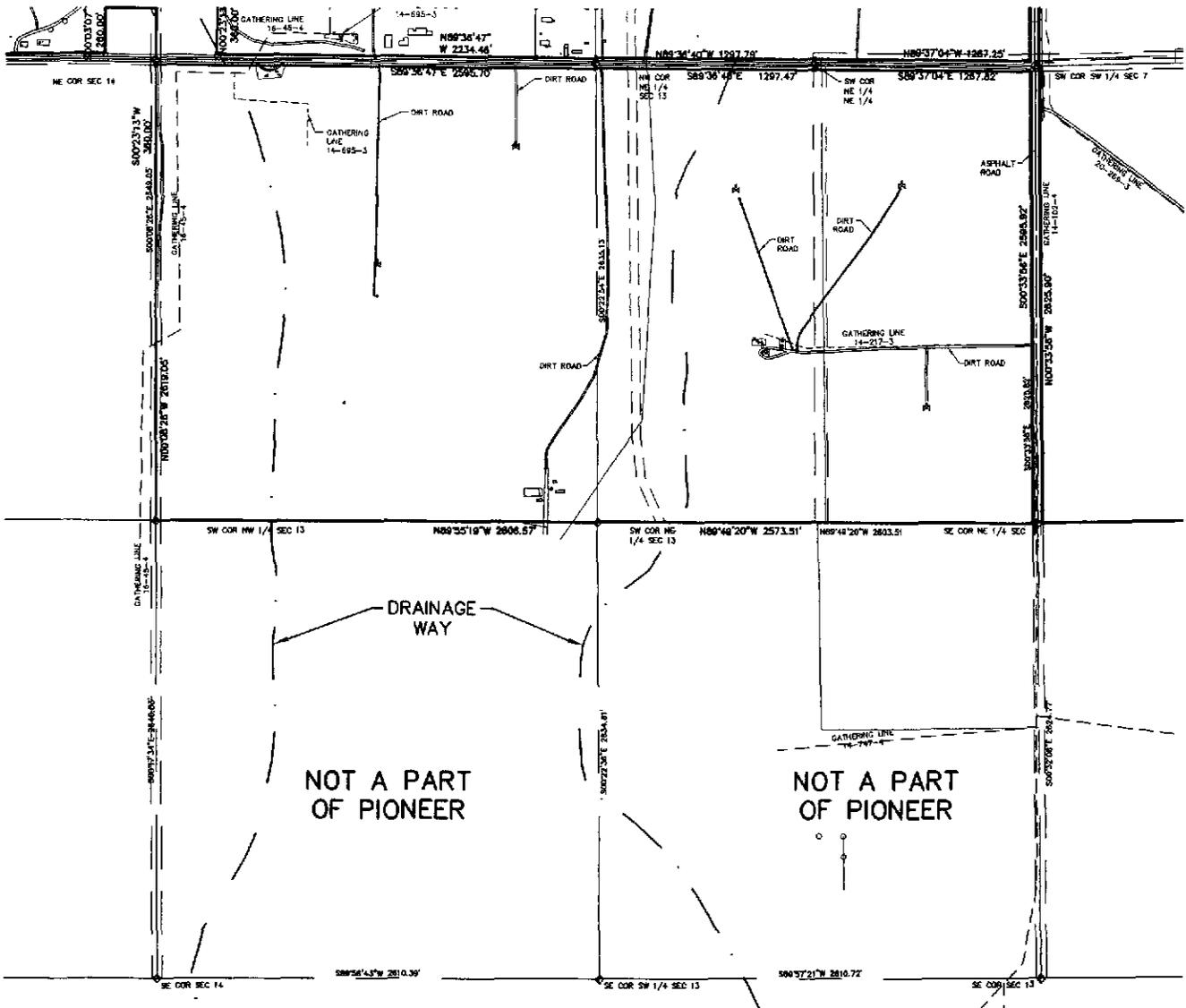
SCALE: 1" = 500'

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 FAX (303) 980-0917  
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**NOTE:**  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07

# EXHIBIT NO. 13



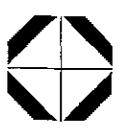
3612981 03/27/2009 11:55A Weld County, CO  
 110 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

## SECTION 13 OVERALL

TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (SW & SE 1/4  
 SECTIONS NOT INCLUDED)  
 (SHEET 1 OF 3 FOR SECTION 13)

SCALE: 1" = 1,000'

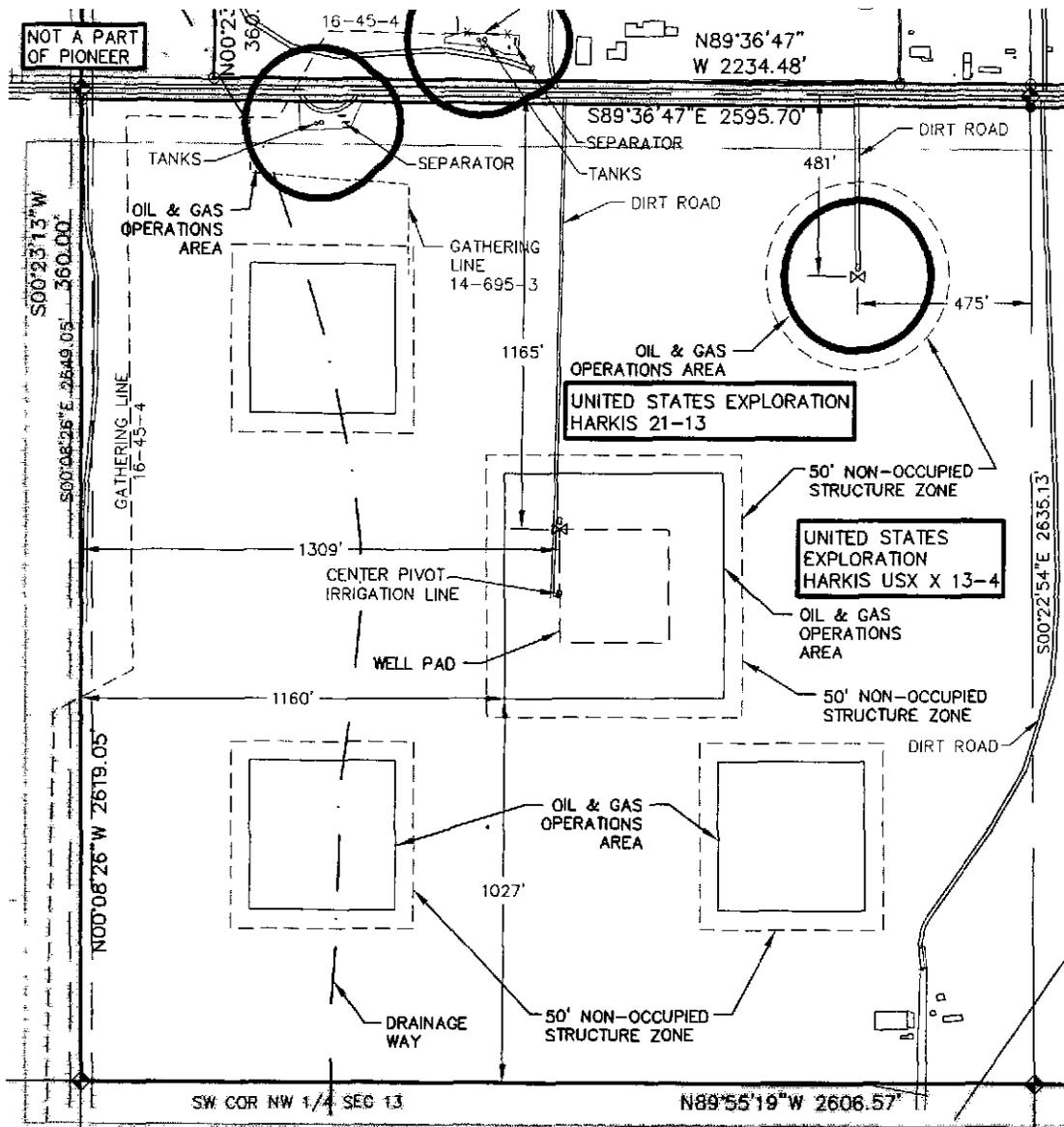


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 Lakewood, Colorado 80228  
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## LEGEND

- EXIST TANKS
- EXIST. SEPARATOR
- EXIST. WELL
- FUT VERTICAL WELL
- 12", 6", 4" & 3" GATHERING LINES
- DRAINAGE WAY
- DITCH
- OIL & GAS OPERATIONS AREA
- OIL & GAS OPERATIONS AREA
- OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 13



## NORTHWEST 1/4 OF SECTION 13

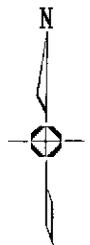
TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 2 OF 3 FOR SECTION 13)

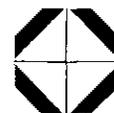


3612981 03/27/2009 11:55A Weld County, CO  
111 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07

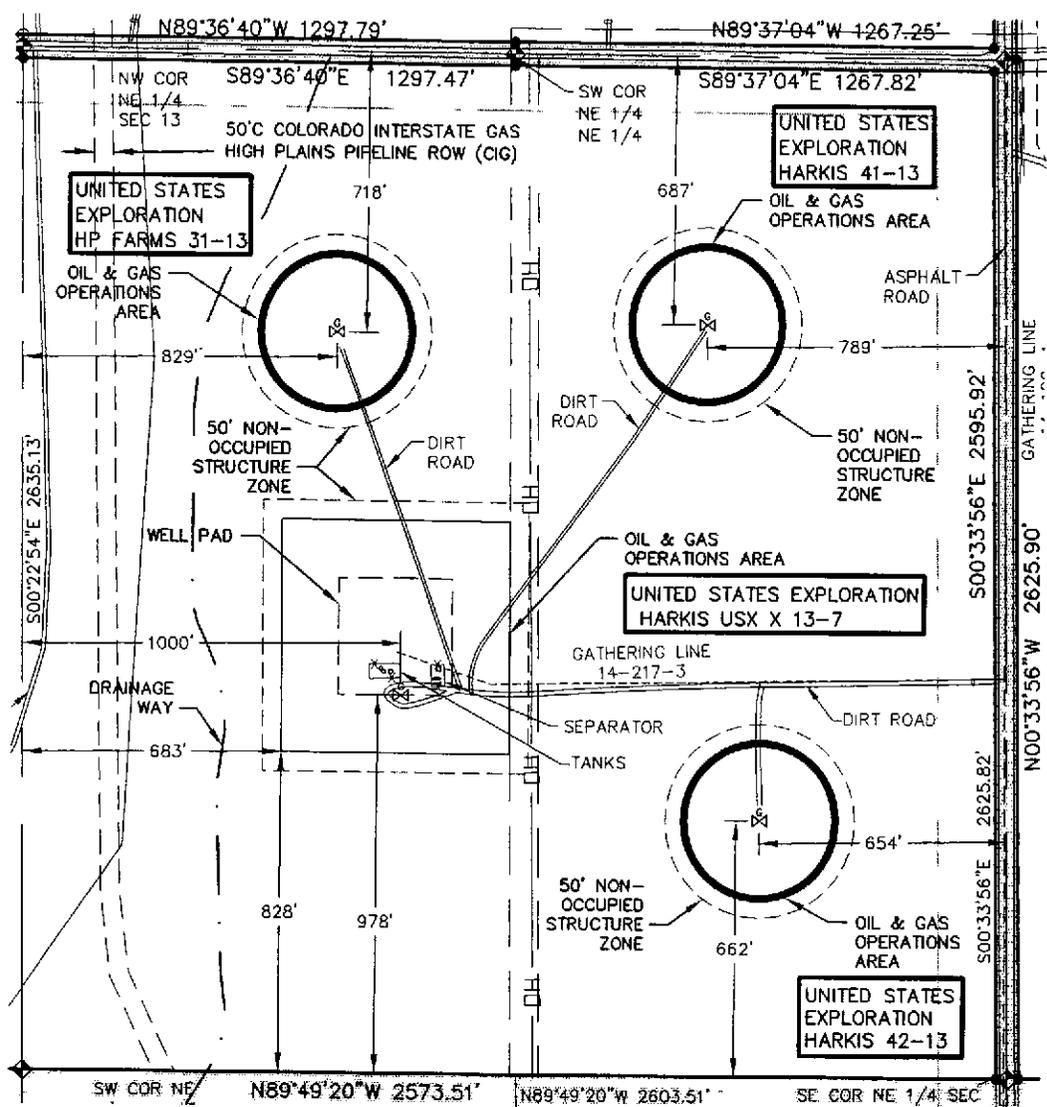


SCALE: 1" = 500'



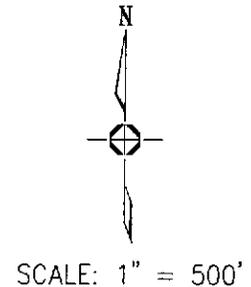
**Carroll & Lange**  
Professional Engineers & Land Surveyors  
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Lakewood, Colorado 80228  
PHONE (303) 980-0200  
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# EXHIBIT NO. 13

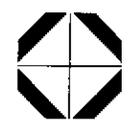


**NORTHEAST 1/4 OF SECTION 13**  
 TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 3 OF 3 FOR SECTION 13)

3612981 03/27/2009 11:55A Weld County, CO  
 112 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



**NOTE:**  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07



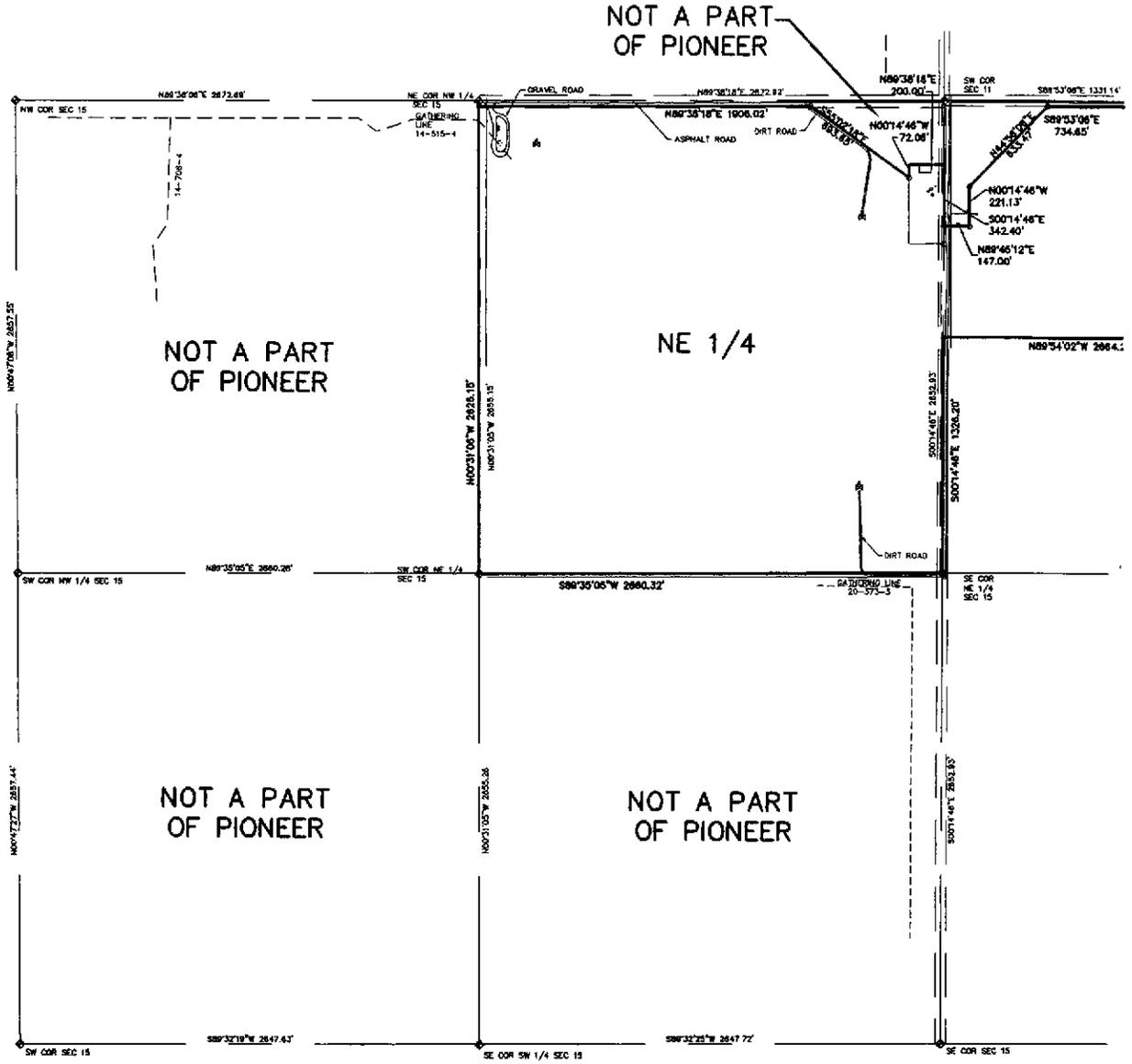
**Carroll & Lange** inc  
 Professional Engineers & Land Surveyors  
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 Lakewood, Colorado 80228  
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# EXHIBIT NO. 15

3612981 03/27/2009 11:56A Weld County, CO  
 115 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

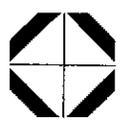


## SECTION 15 OVERALL

TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (NW, SE & SW 1/4  
 SECTIONS NOT INCULDED)  
 (SHEET 1 OF 2 FOR SECTION 15)

SCALE: 1" = 1,000'



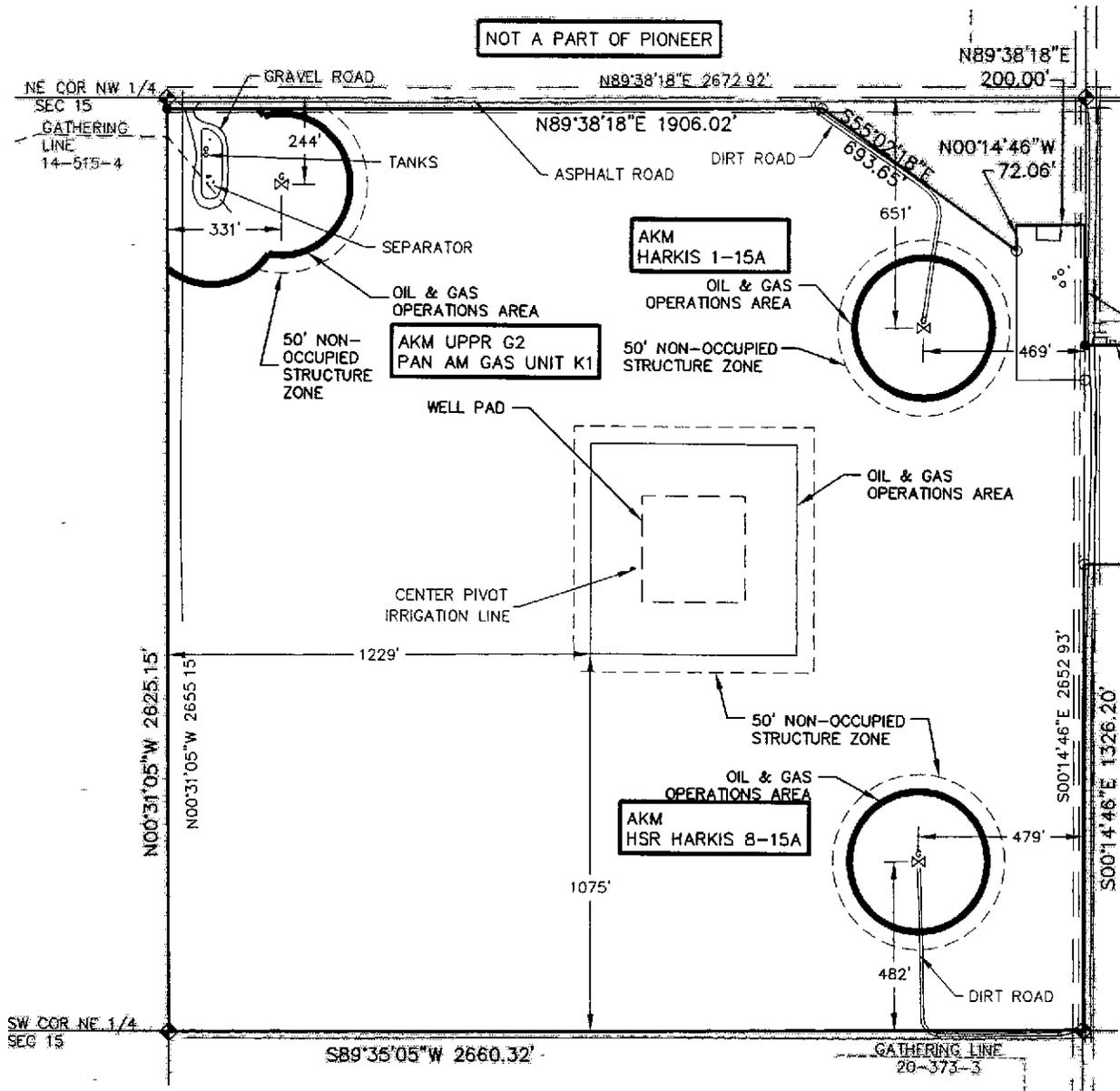
**Carroll & Lange**  
 Professional Engineers & Land Surveyors  
 165 South Union Blvd., Suite 156  
 Lakewood, Colorado 80228  
 PHONE (303) 980-0200  
 FAX (303) 980-0917  
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### LEGEND

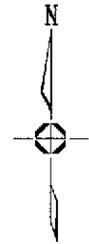
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	EXIST. SEPARATOR		OIL & GAS OPERATIONS AREA
	EXIST. WELL		OIL & GAS OPERATIONS AREA
	FUT. VERTICAL WELL		OIL & GAS OPERATIONS AREA
	12", 6", 4" & 3"		OIL & GAS OPERATIONS AREA
	GATHERING LINES		OIL & GAS OPERATIONS AREA
	DRAINAGE WAY		OIL & GAS OPERATIONS AREA
	DITCH		OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 15

3612981 03/27/2009 11:55A Weld County, CO  
 Steve Moreno Clerk & Recorder  
 116 of 171 R 856.00 D 0.00

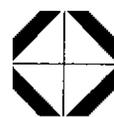


**NORTHEAST 1/4 OF SECTION 15**  
 TOWNSHIP 2 NORTH, RANGE 65 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 2 OF 2 FOR SECTION 15)



SCALE: 1" = 500'

**NOTE:**  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07



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 Professional Engineers & Land Surveyors  
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 FAX: (303) 980-0917  
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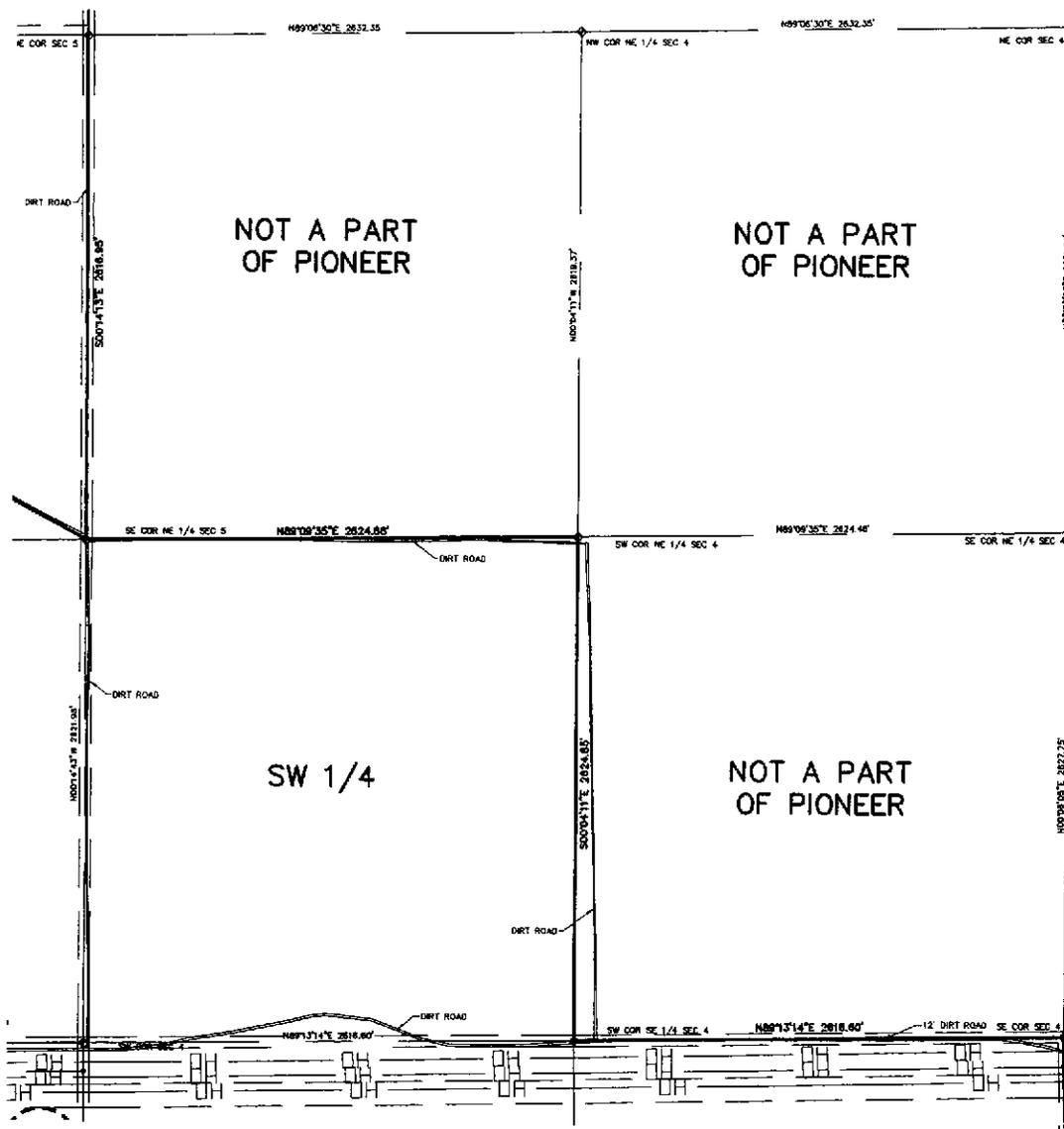
3612981 03/27/2009 11:55A Weld County, CO  
117 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

# Range 64W, Township 2N

# EXHIBIT NO. 4



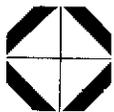
3612981 03/27/2009 11:55A Weld County, CO  
 118 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



## SECTION 4 OVERALL TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (NE, NW & SE 1/4  
 SECTIONS NOT INCLUDED)  
 (SHEET 1 OF 2 FOR SECTION 4)

SCALE: 1" = 1,000'



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 PHONE (303) 980-0200  
 FAX (303) 980-0917  
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### LEGEND

- ☐ EXIST. TANKS
- ☐ EXIST. SEPARATOR
- ⊗ EXIST. WELL
- ⊗ FUT VERTICAL WELL

- 12", 6", 4" & 3"
- - - GATHERING LINES

- DRAINAGE WAY
- - - DITCH

OIL & GAS  
 OPERATIONS AREA

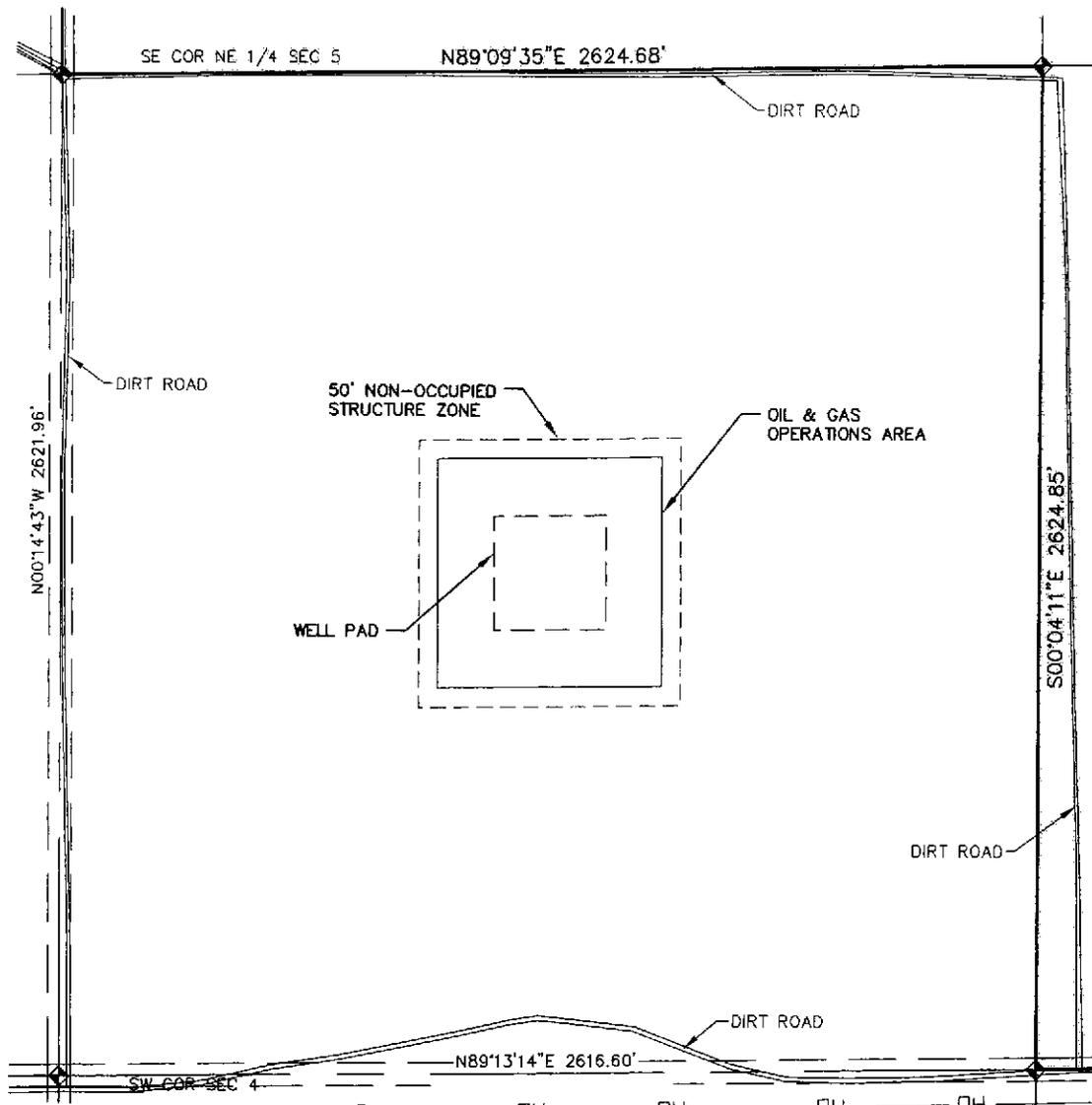
OIL & GAS  
 OPERATIONS AREA

OIL & GAS  
 OPERATIONS AREA



# EXHIBIT NO. 4

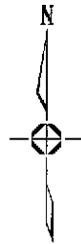
3612981 03/27/2009 11:55A Weld County, CO  
119 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



## SOUTHWEST 1/4 OF SECTION 4

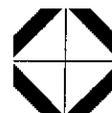
TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 2 OF 2 FOR SECTION 4)



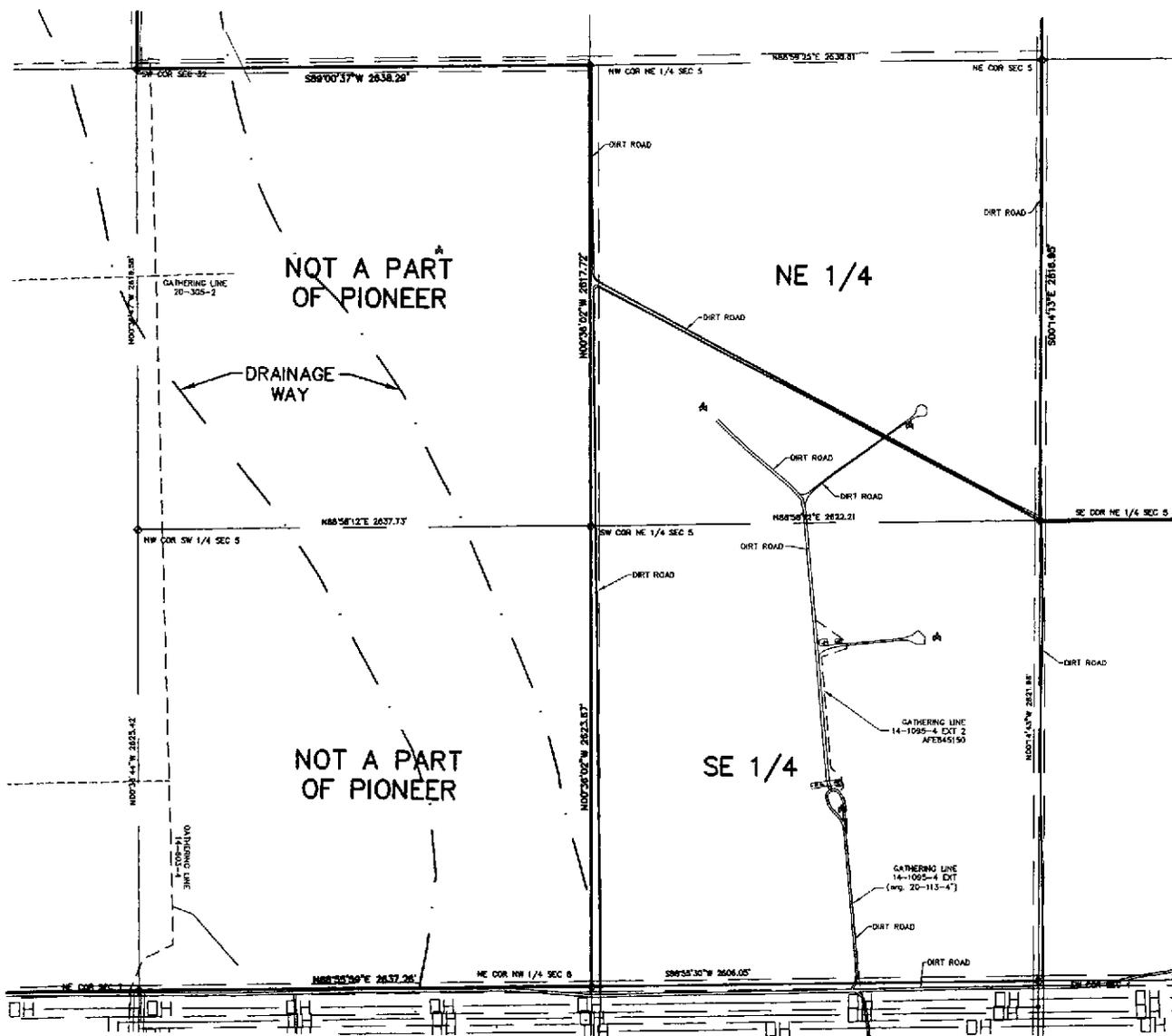
SCALE: 1" = 500'

NOTE:  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



**Carroll & Lange** inc  
Professional Engineers & Land Surveyors  
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Lakewood, Colorado 80228  
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FAX (303) 980-0917  
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# EXHIBIT NO. 5



3612981 03/27/2009 11:55A Weld County, CO  
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## SECTION 5 OVERALL TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (NW & SW 1/4  
 SECTIONS NOT INCLUDED)  
 (SHEET 1 OF 3 FOR SECTION 5)

SCALE: 1" = 1,000'

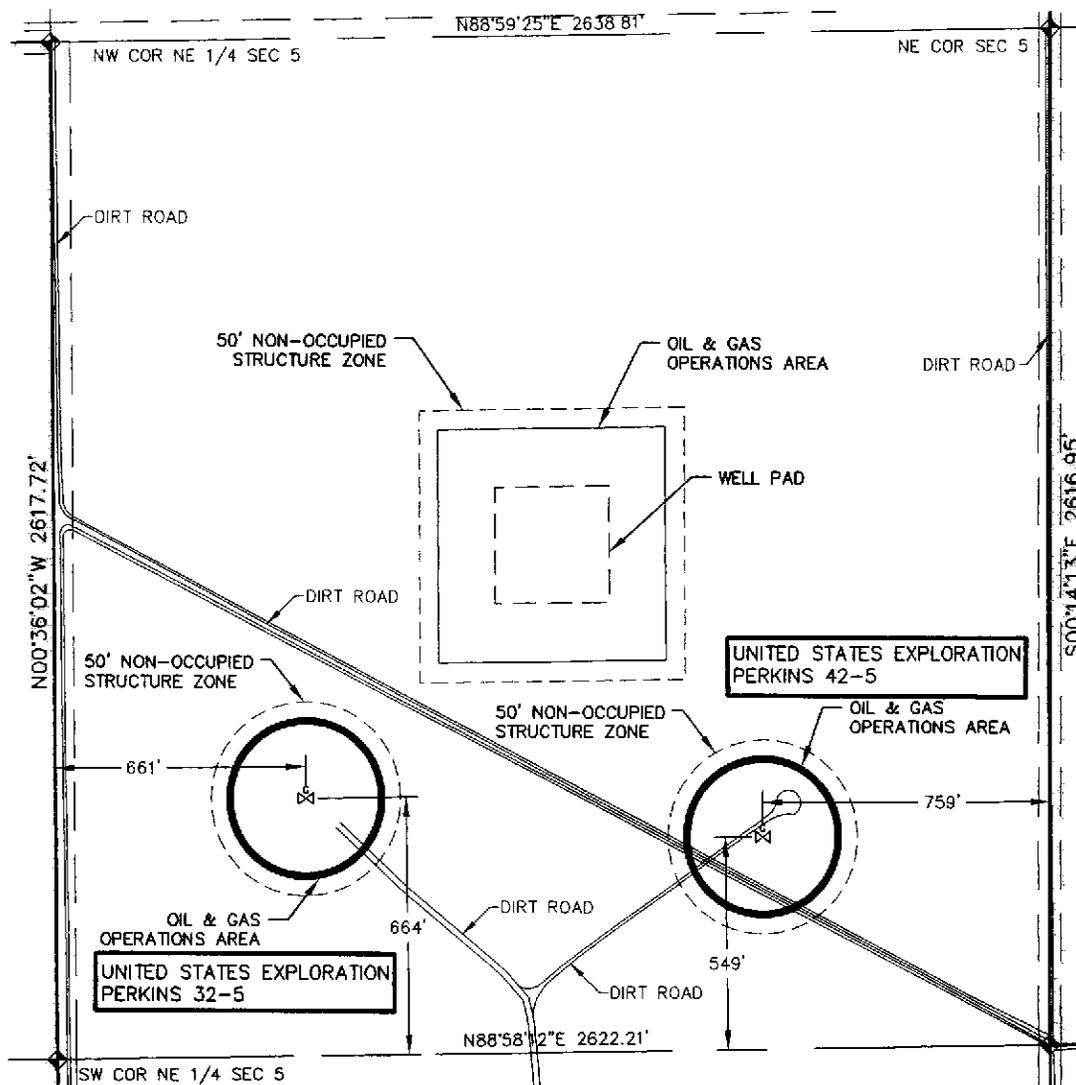


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 Lakewood, Colorado 80226  
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 FAX (303) 980-0917  
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### LEGEND

- EXIST. TANKS
- EXIST. SEPARATOR
- EXIST. WELL
- FUT. VERTICAL WELL
- 12", 6", 4" & 3" GATHERING LINES
- DRAINAGE WAY
- DITCH
- OIL & GAS OPERATIONS AREA
- OIL & GAS OPERATIONS AREA
- OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 5



## NORTHEAST 1/4 OF SECTION 5

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 2 OF 3 FOR SECTION 5)



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SCALE: 1" = 500'

**NOTE:**

LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



**Carroll & Lange**

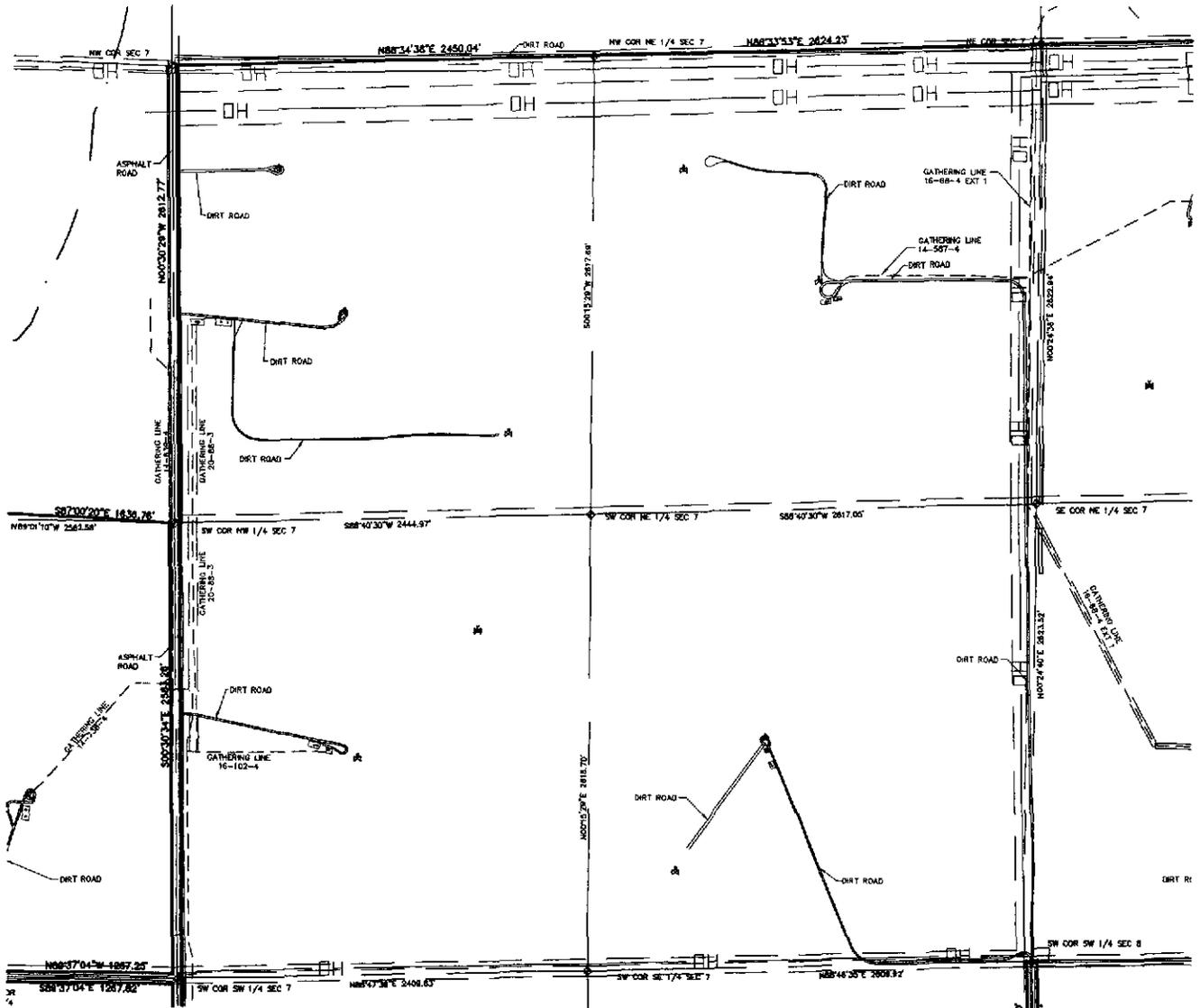
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
PHONE (303) 980-0200  
FAX (303) 980-0917  
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 123 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

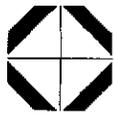
# EXHIBIT NO. 7



## SECTION 7 OVERALL TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (SHEET 1 OF 5 FOR SECTION 7)

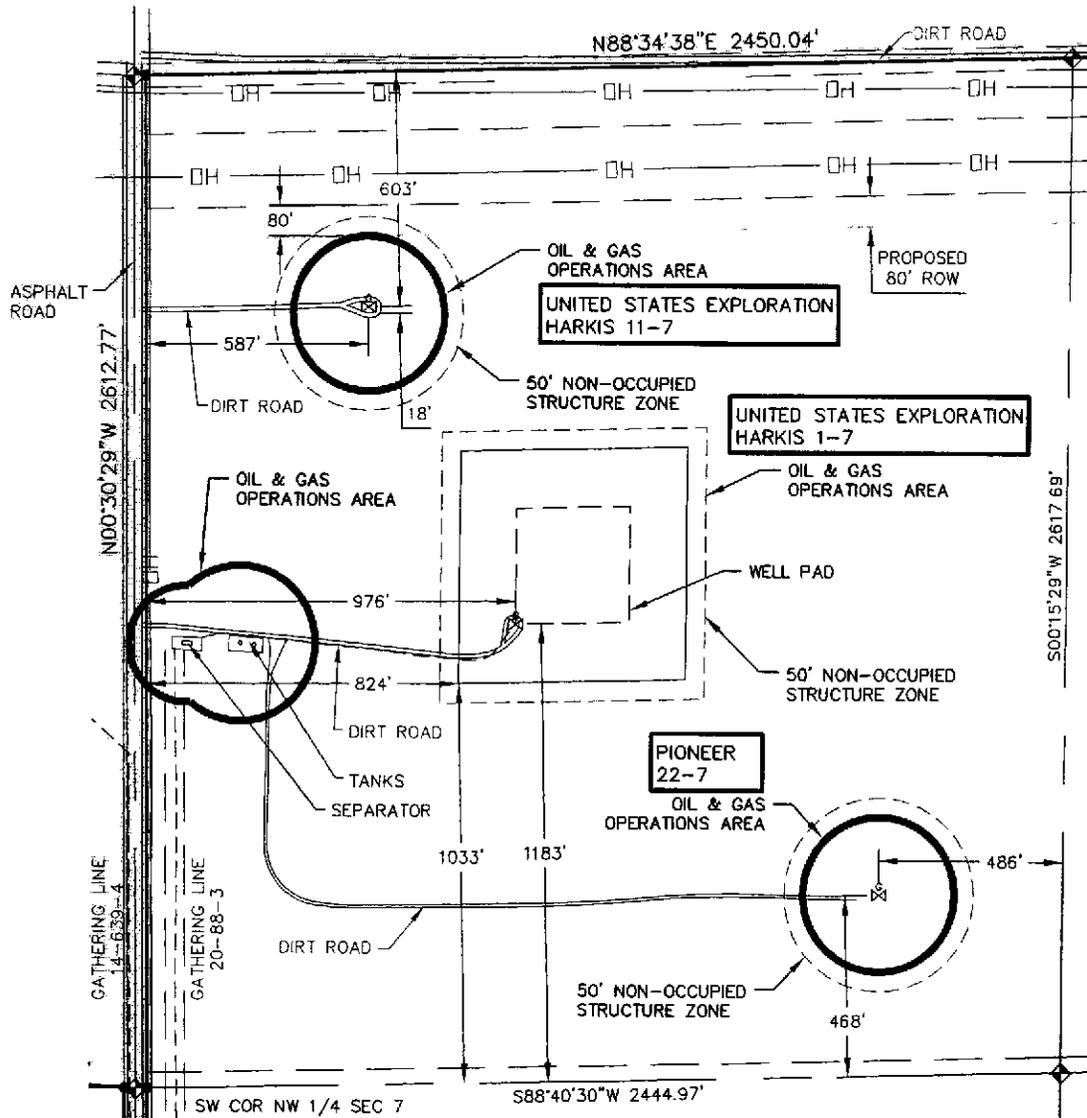
SCALE: 1" = 1,000'



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 Lakewood, Colorado 80228  
 PHONE (303) 980-0200  
 FAX (303) 980-0917  
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LEGEND	
	EXIST. TANKS
	EXIST. SEPARATOR
	EXIST. WELL
	FUT. VERTICAL WELL
	12", 6", 4" & 3" GATHERING LINES
	DRAINAGE WAY
	DITCH
	OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 7



## NORTHWEST 1/4 OF SECTION 7

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 2 OF 5 FOR SECTION 7)



3612981 03/27/2009 11:55A Weld County, CO  
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SCALE: 1" = 500'

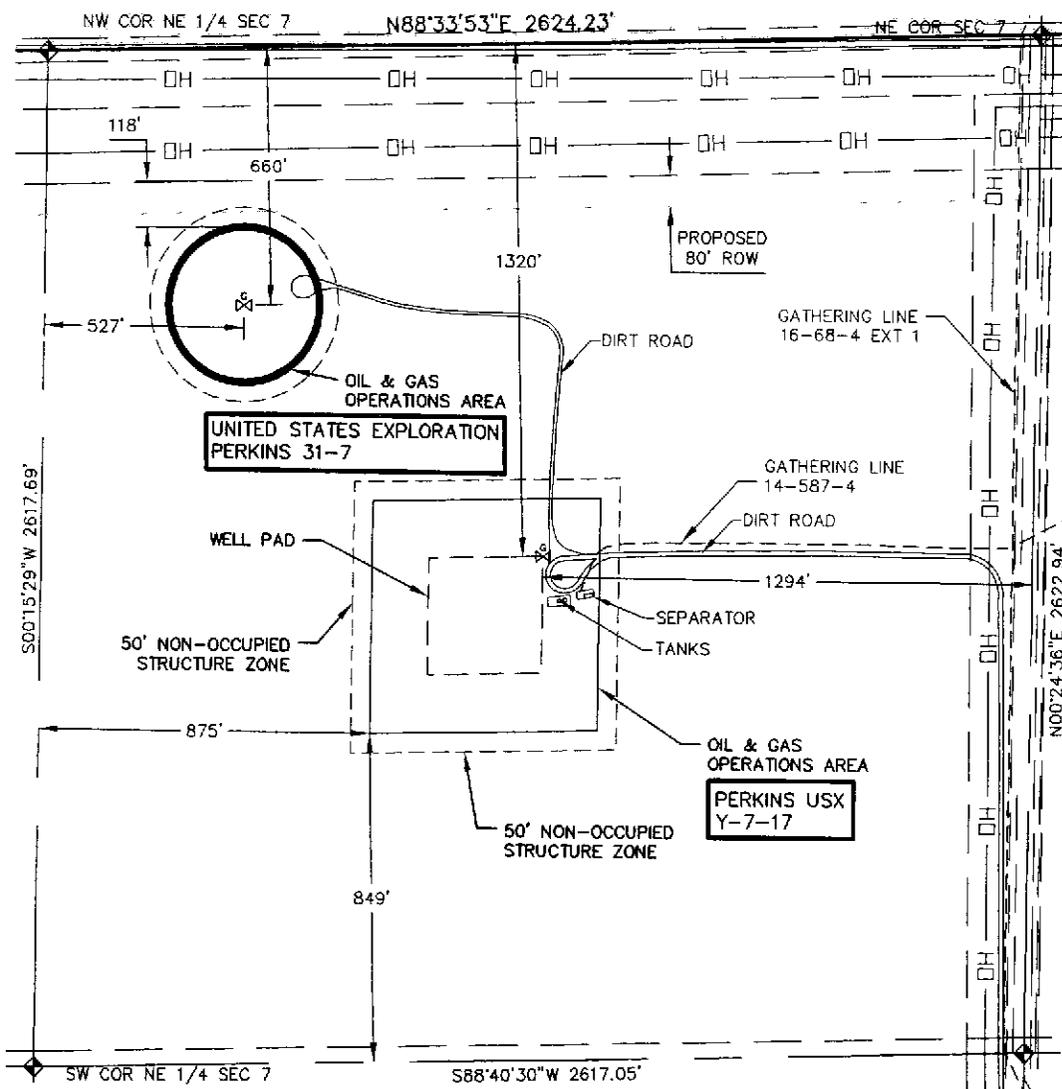
**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



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# EXHIBIT NO. 7



## NORTHEAST 1/4 OF SECTION 7

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 5 FOR SECTION 7)



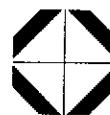
3612981 03/27/2009 11:55A Weld County, CO  
125 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



SCALE: 1" = 500'

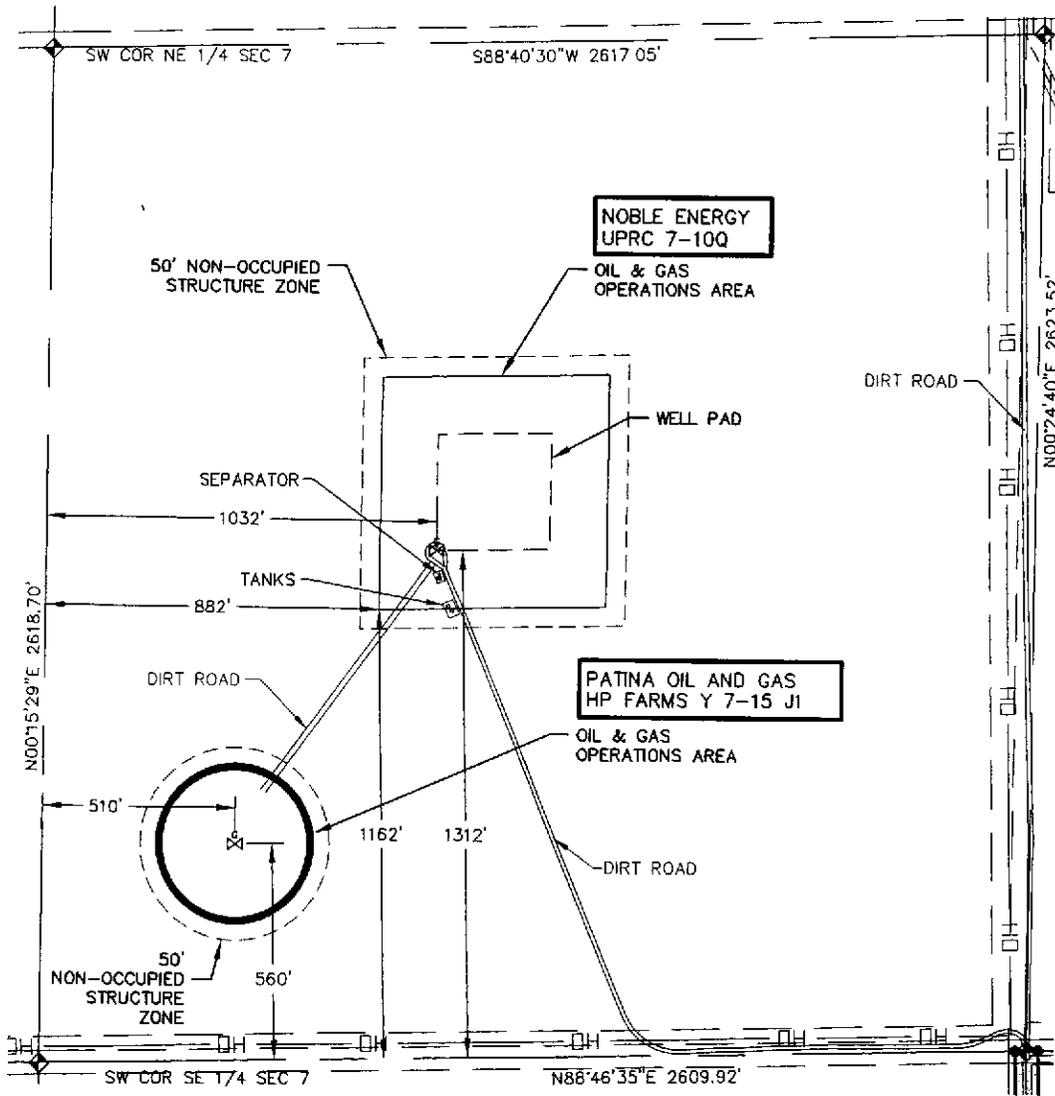
**NOTE:**

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# EXHIBIT NO. 7



## SOUTHEAST 1/4 OF SECTION 7

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 4 OF 5 FOR SECTION 7)



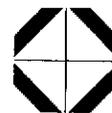
3612981 03/27/2009 11:55A Weld County, CO  
126 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



SCALE. 1" = 500'

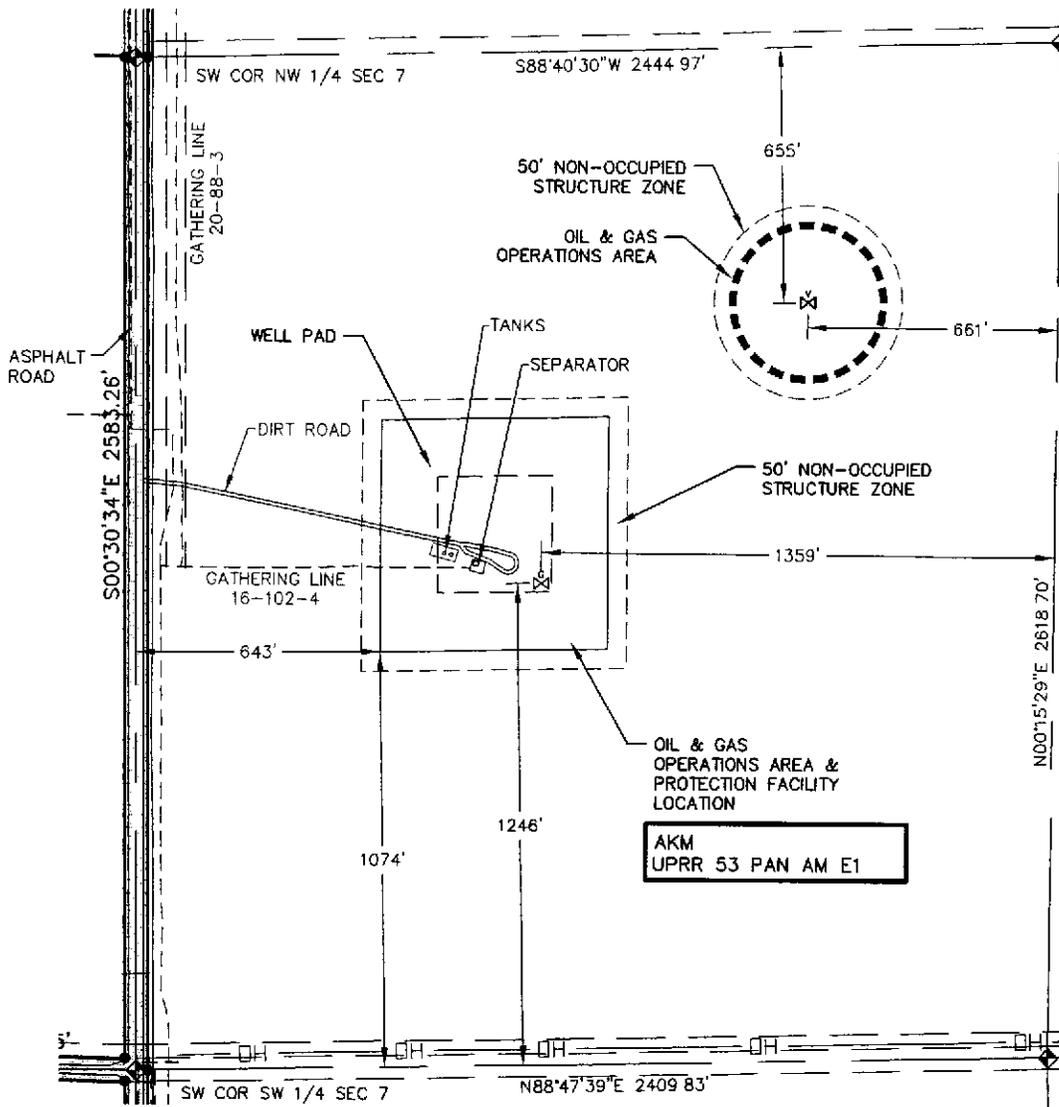
**NOTE:**

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# EXHIBIT NO. 7



## SOUTHWEST 1/4 OF SECTION 7

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

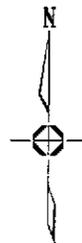
(SHEET 5 OF 5 FOR SECTION 7)



3612981 03/27/2009 11:55A Weld County, CO  
127 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008



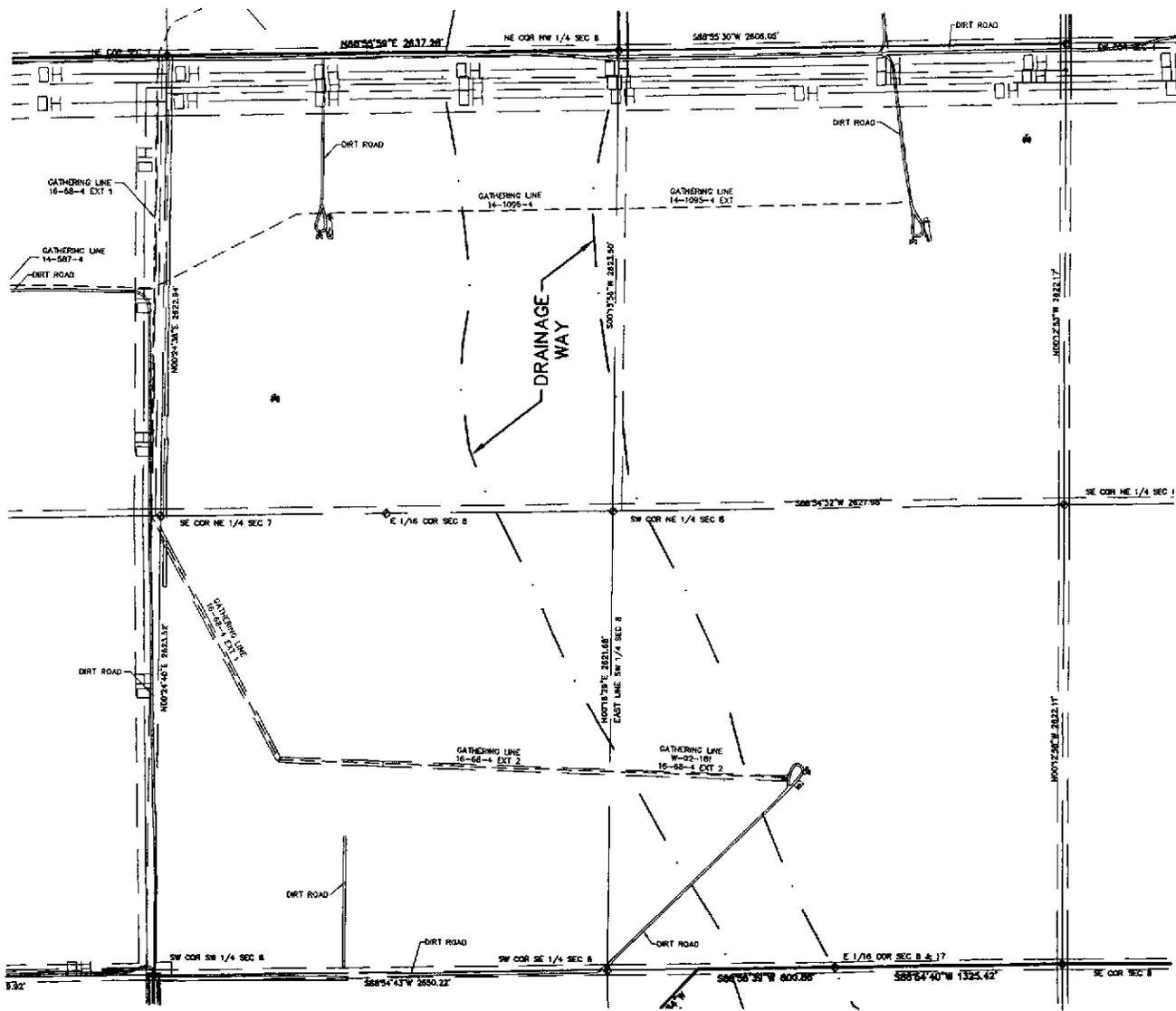
SCALE: 1" = 500'



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Lakewood, Colorado 80228  
PHONE (303) 980-0200  
FAX (303) 980-0917  
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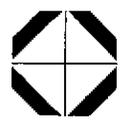
3612981 03/27/2009 11:55A Weld County, CO  
 128 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

# EXHIBIT NO. 8



**SECTION 8 OVERALL**  
 TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 SEE 1/4 SECTIONS FOR DETAIL  
 (SHEET 1 OF 5 FOR SECTION 8)

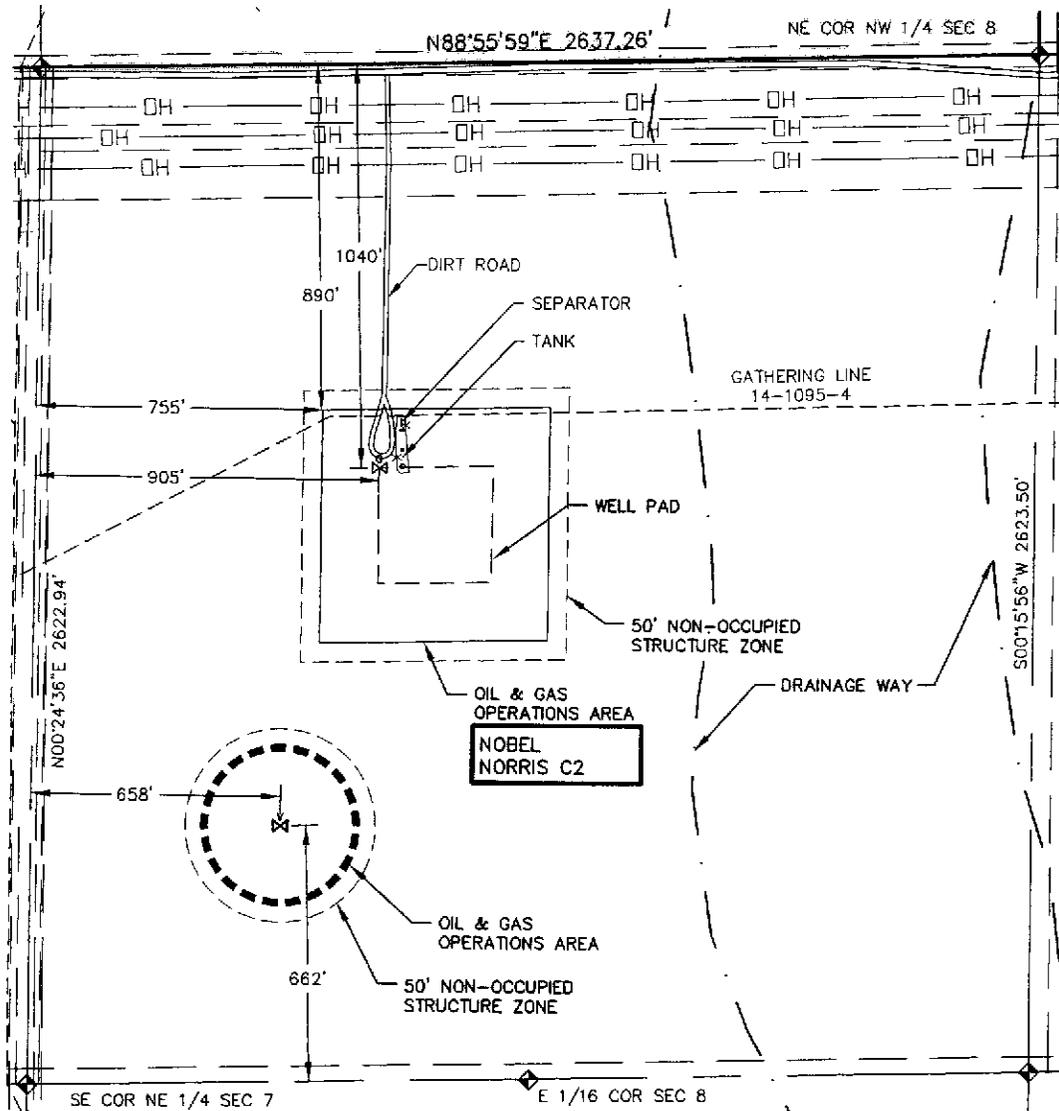
SCALE: 1" = 1,000'



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 FAX (303) 980-0917  
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LEGEND	
	EXIST. TANKS
	EXIST. SEPARATOR
	EXIST. WELL
	FUT. VERTICAL WELL
	12", 6", 4" & 3"
	GATHERING LINES
	DRAINAGE WAY
	DITCH
	OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 8

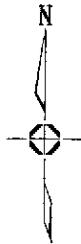


## NORTHWEST 1/4 OF SECTION 8

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN  
(SHEET 2 OF 5 FOR SECTION 8)

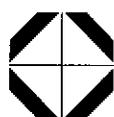


3612981 03/27/2009 11:55A Weld County, CO  
129 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder



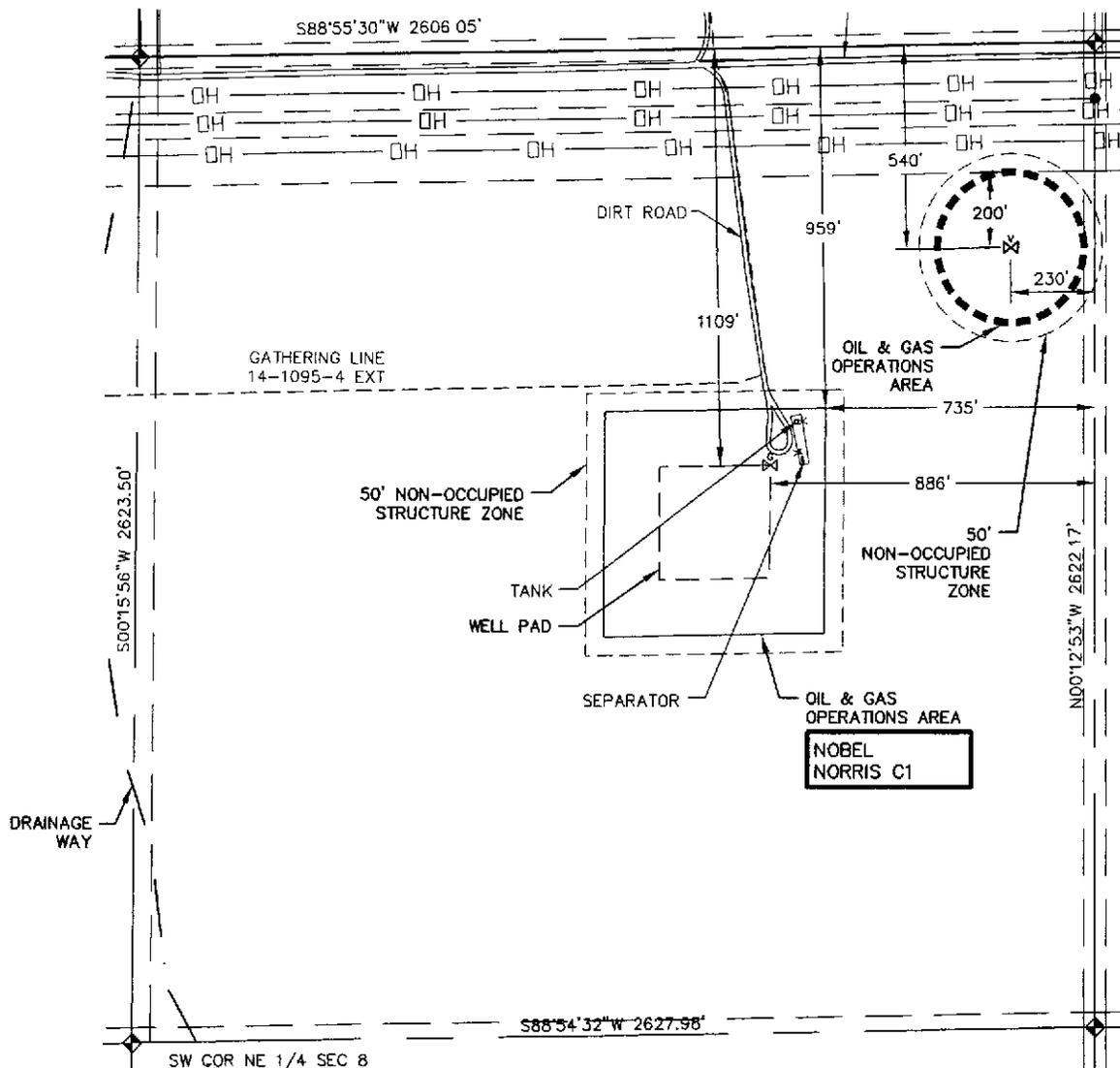
SCALE: 1" = 500'

**NOTE:**  
LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



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# EXHIBIT NO. 8



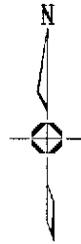
## NORTHEAST 1/4 OF SECTION 8

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN  
(SHEET 3 OF 5 FOR SECTION 8)



3612981 03/27/2009 11:55A Weld County, CO  
130 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**NOTE:**  
LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.

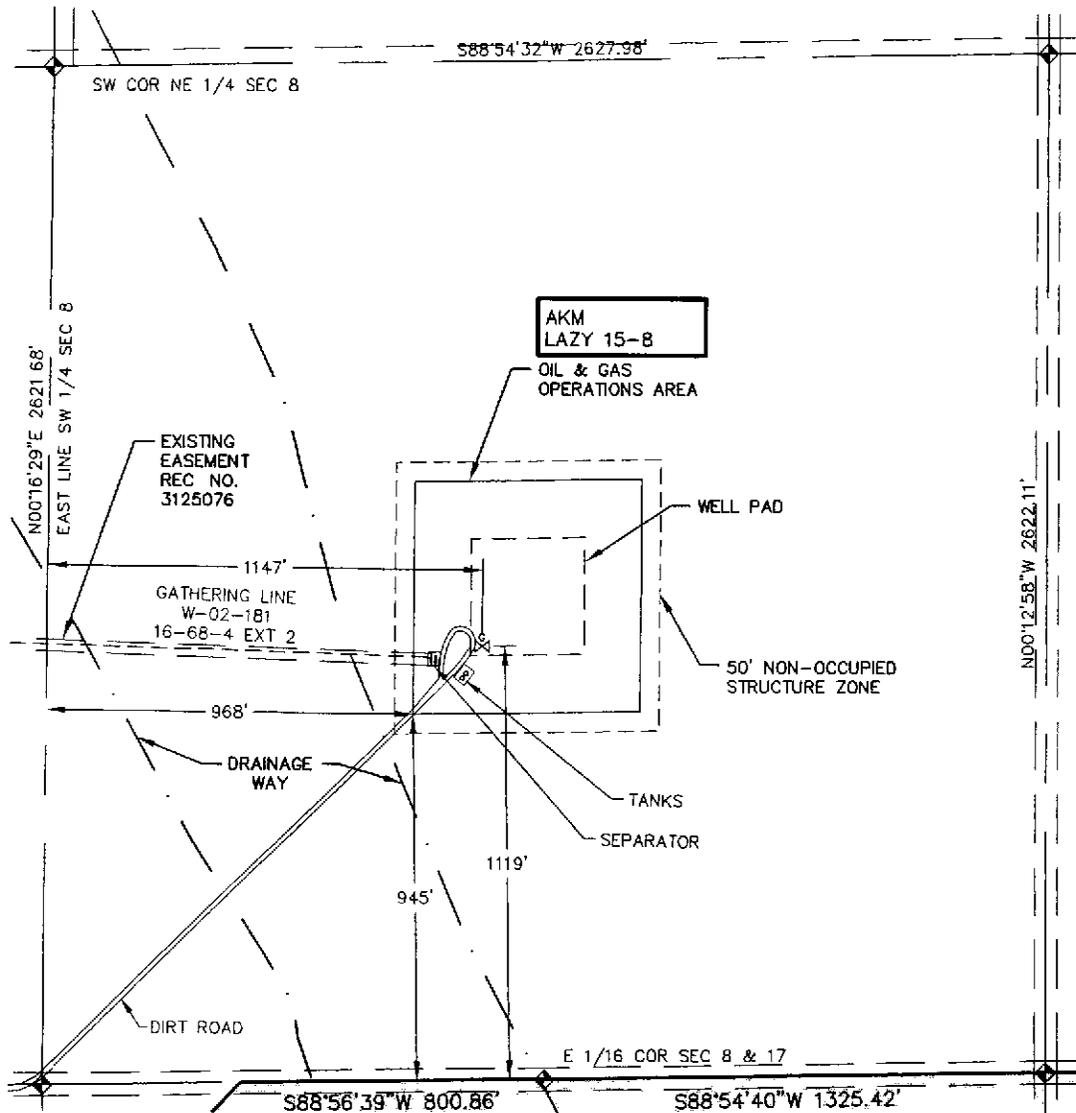


SCALE: 1" = 500'



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# EXHIBIT NO. 8



## SOUTHEAST 1/4 OF SECTION 8

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 4 OF 5 FOR SECTION 8)



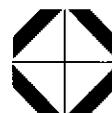
3612981 03/27/2009 11:55A Weld County, CO  
131 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.

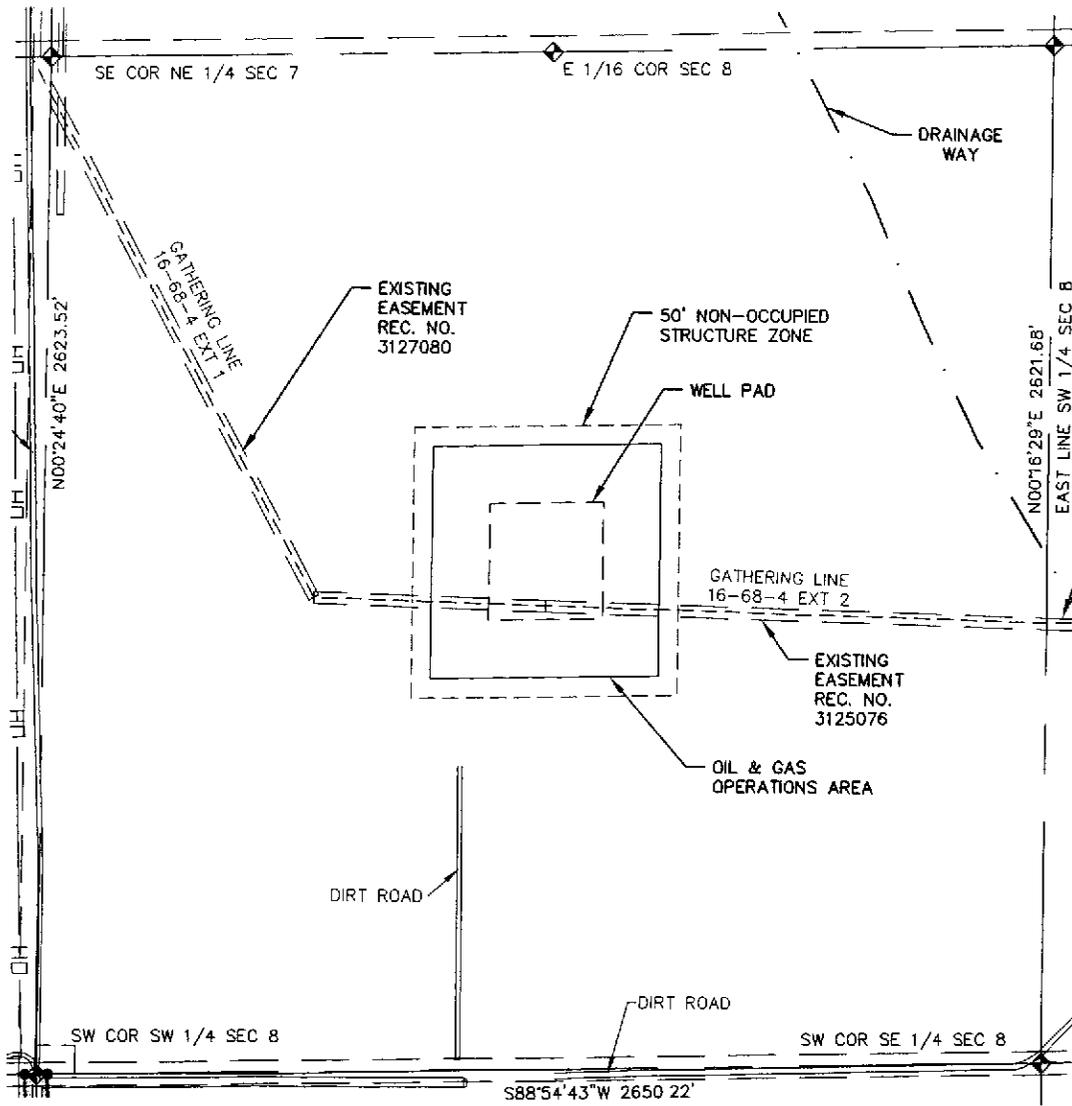


SCALE. 1" = 500'



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FAX (303) 980-0917  
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# EXHIBIT NO. 8

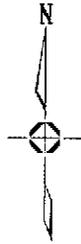


**SOUTHWEST 1/4 OF SECTION 8**  
 TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 5 OF 5 FOR SECTION 8)

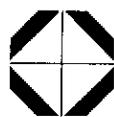


3612981 03/27/2009 11:55A Weld County, CO  
 132 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

**NOTE:**  
 LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.

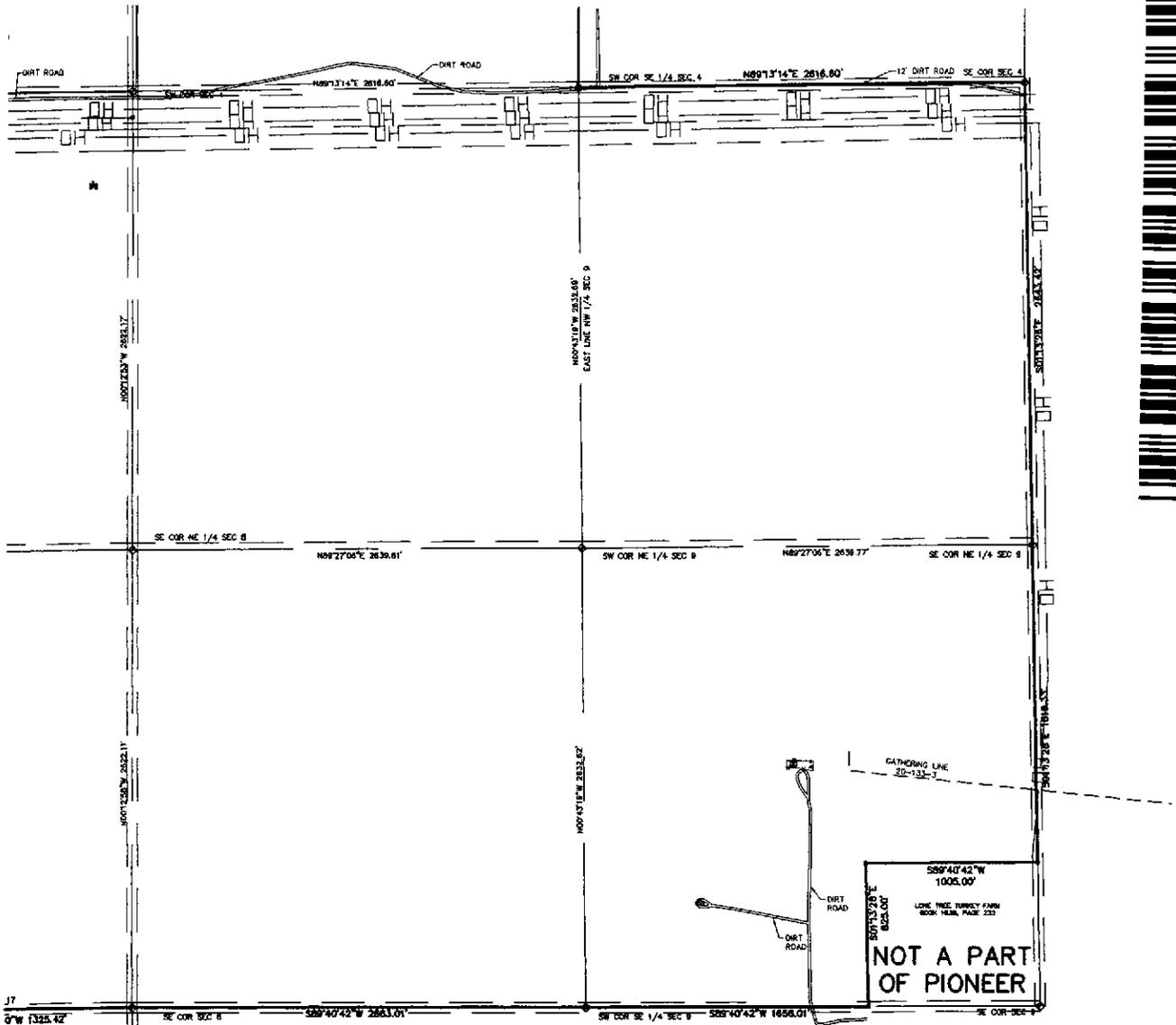


SCALE: 1" = 500'



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# EXHIBIT NO. 9

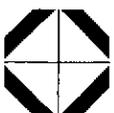


3612981 03/27/2009 11:55A Weld County, CO  
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## SECTION 9 OVERALL TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
 (SHEET 1 OF 5 FOR SECTION 9)

SCALE: 1" = 1,000'



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 FAX (303) 960-0917  
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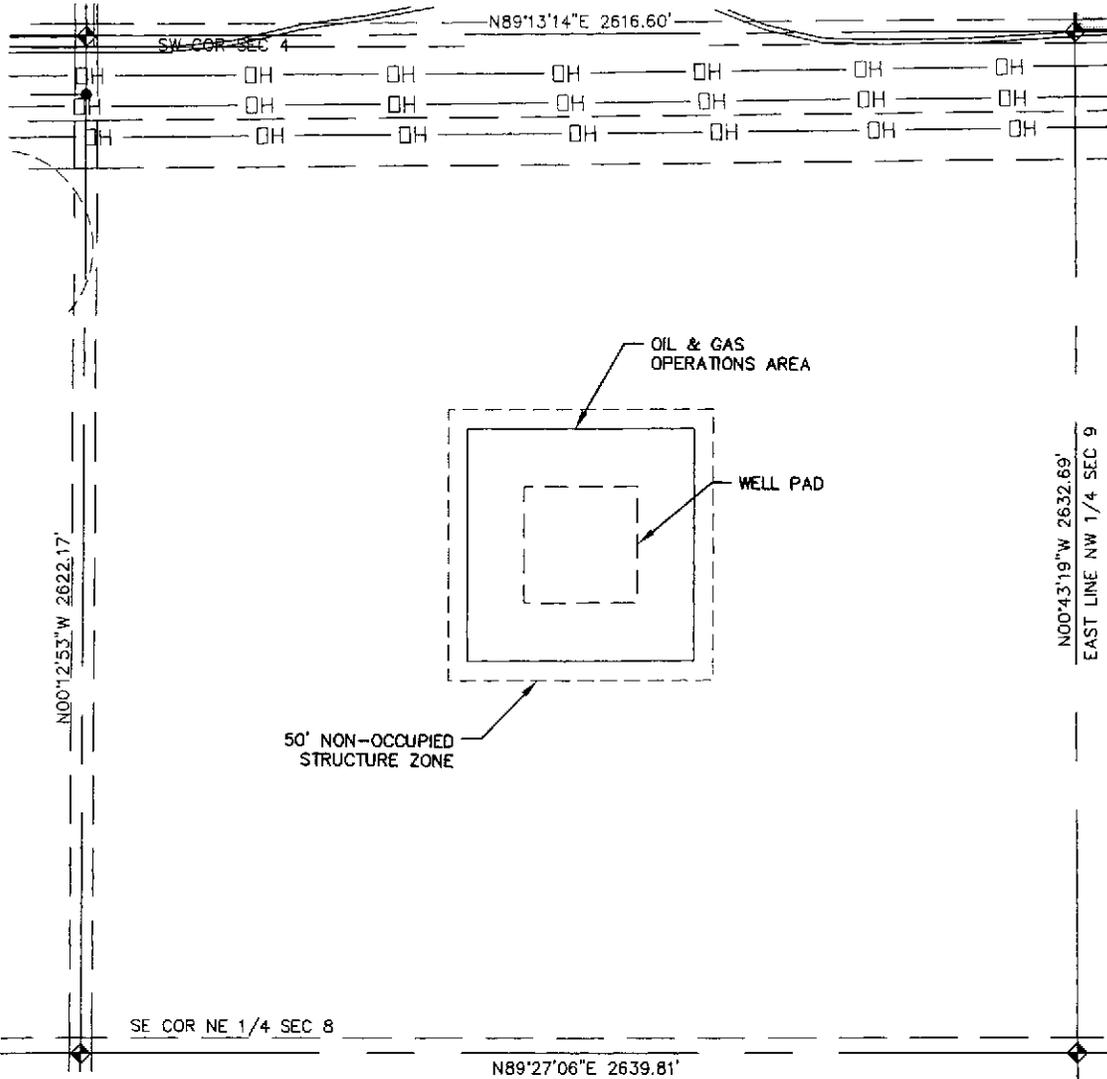
### LEGEND

	EXIST. TANKS		OIL & GAS OPERATIONS AREA
	EXIST. SEPARATOR		OIL & GAS OPERATIONS AREA
	EXIST. WELL		OIL & GAS OPERATIONS AREA
	FUT. VERTICAL WELL		OIL & GAS OPERATIONS AREA
	12", 6", 4" & 3"		OIL & GAS OPERATIONS AREA
	GATHERING LINES		OIL & GAS OPERATIONS AREA
	DRAINAGE WAY		OIL & GAS OPERATIONS AREA
	DITCH		OIL & GAS OPERATIONS AREA

# EXHIBIT NO. 9



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## NORTHWEST 1/4 OF SECTION 9

TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

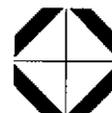
(SHEET 2 OF 5 FOR SECTION 9)



SCALE: 1" = 500'

**NOTE:**

LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07



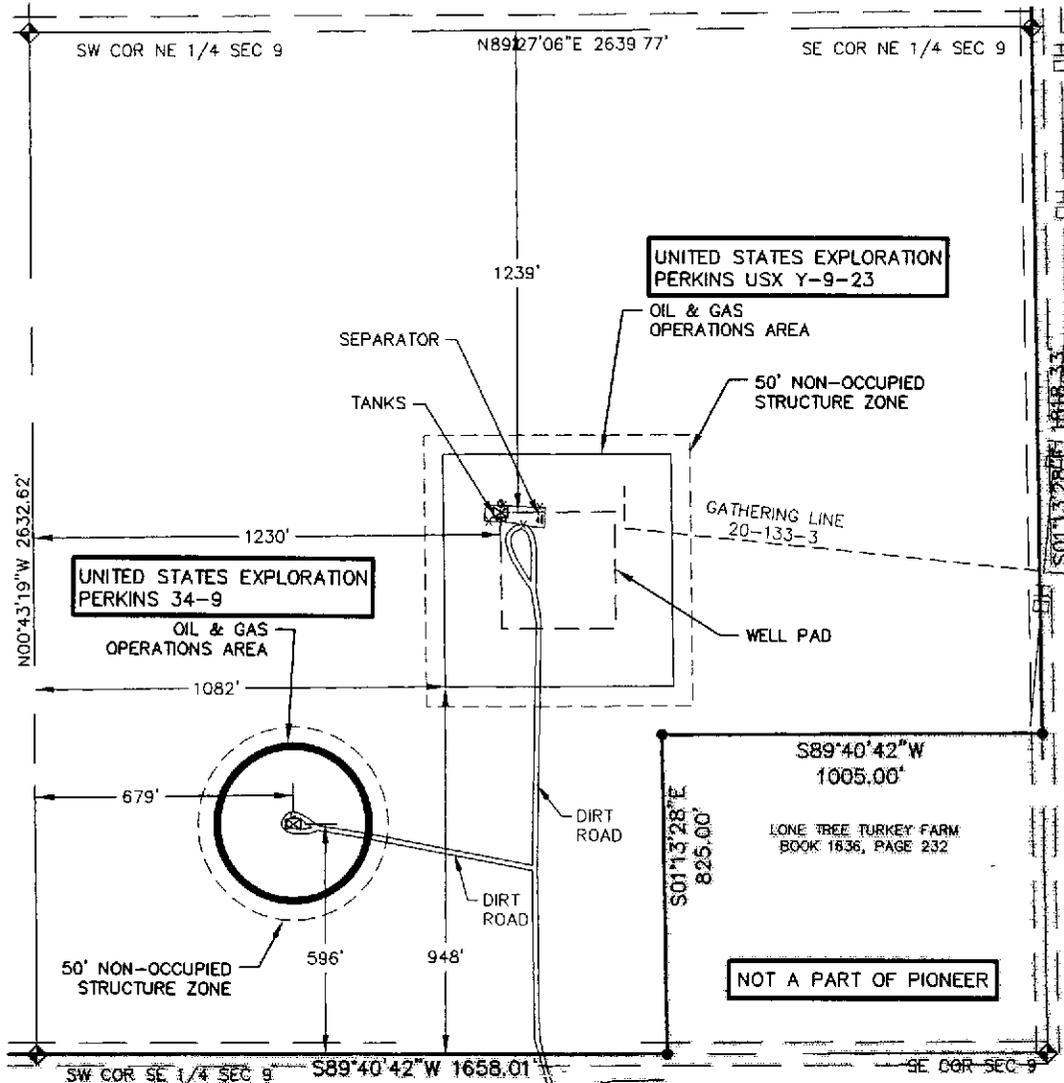
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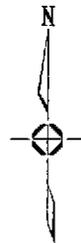
# EXHIBIT NO. 9



## SOUTHEAST 1/4 OF SECTION 9

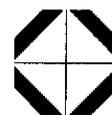
TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 4 OF 5 FOR SECTION 9)

NOTE:  
 SE WINDOW IS NOT PART OF PIONEER THEREFORE NO  
 5TH SPOT HAS BEEN PROVIDED FOR THAT LOCATION



SCALE: 1" = 500'

NOTE:  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07

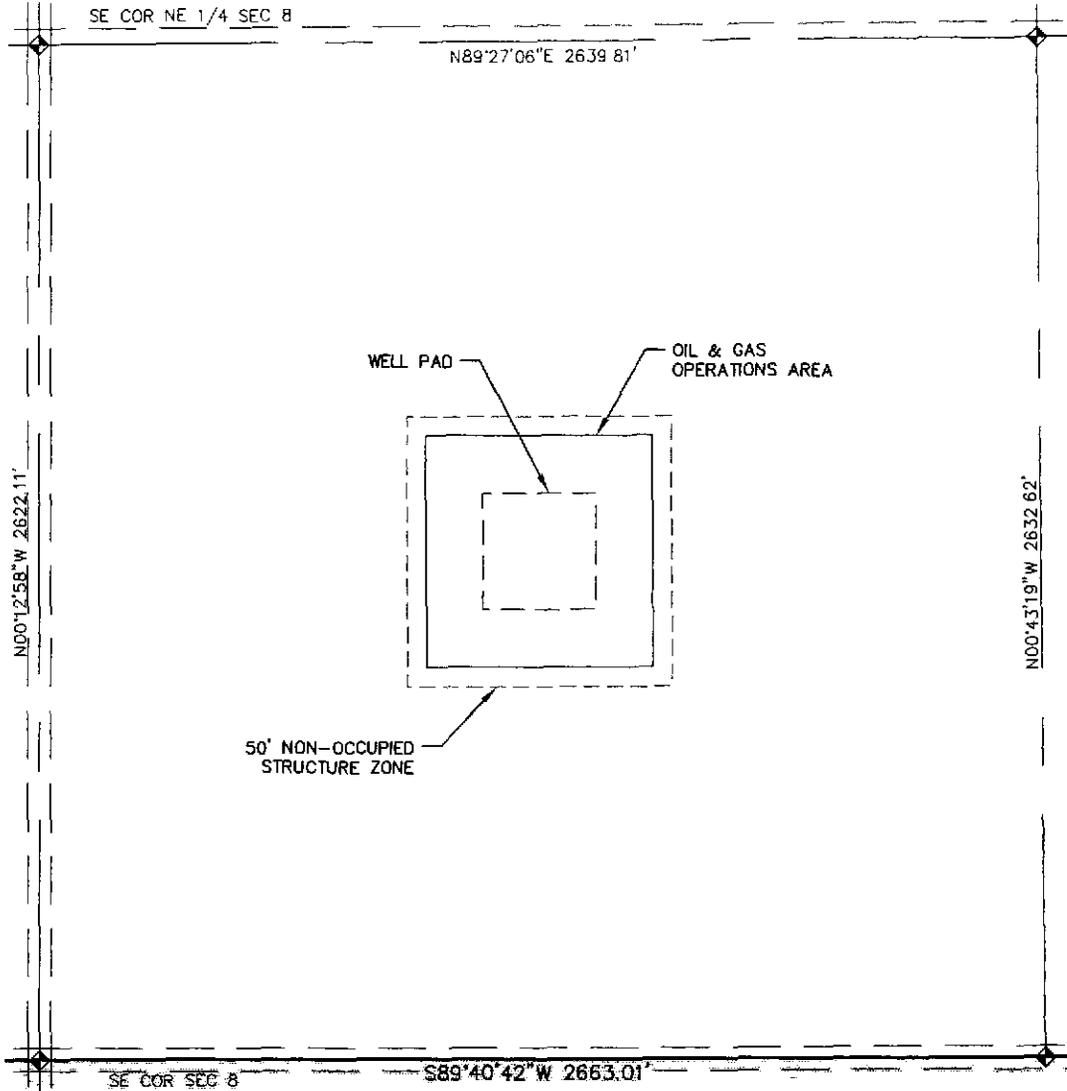


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# EXHIBIT NO. 9

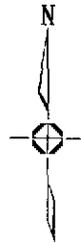


3612981 03/27/2009 11:55A Weld County, CO  
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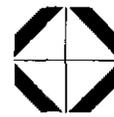
## SOUTHWEST 1/4 OF SECTION 9

TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN  
(SHEET 5 OF 5 FOR SECTION 9)



SCALE: 1" = 500'

NOTE:  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



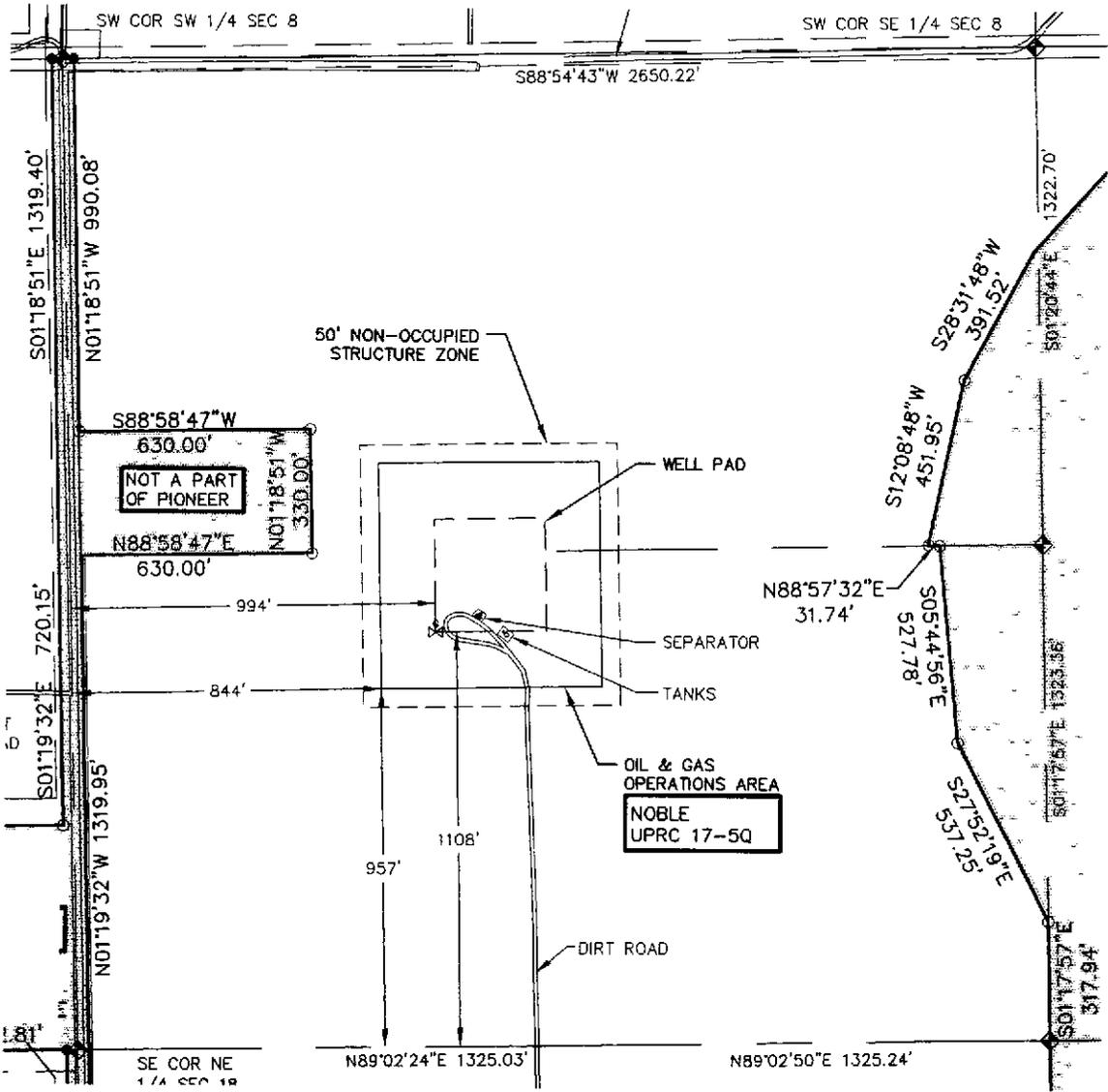
**Carroll & Lange** PC  
Professional Engineers & Land Surveyors  
165 South Union Blvd., Suite 156  
Lakewood, Colorado 80228  
PHONE: (303) 980-0200  
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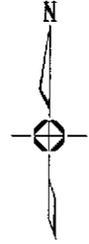
# EXHIBIT NO. 17



3612981 03/27/2009 11:55A Weld County, CO  
139 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

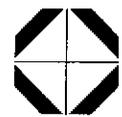


**NORTHWEST 1/4 OF SECTION 17**  
TOWNSHIP 2 NORTH, RANGE 64 WEST  
OF THE 6TH PRINCIPAL MERIDIAN  
(SHEET 2 OF 4 FOR SECTION 17)



SCALE: 1" = 500'

**NOTE:**  
LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.

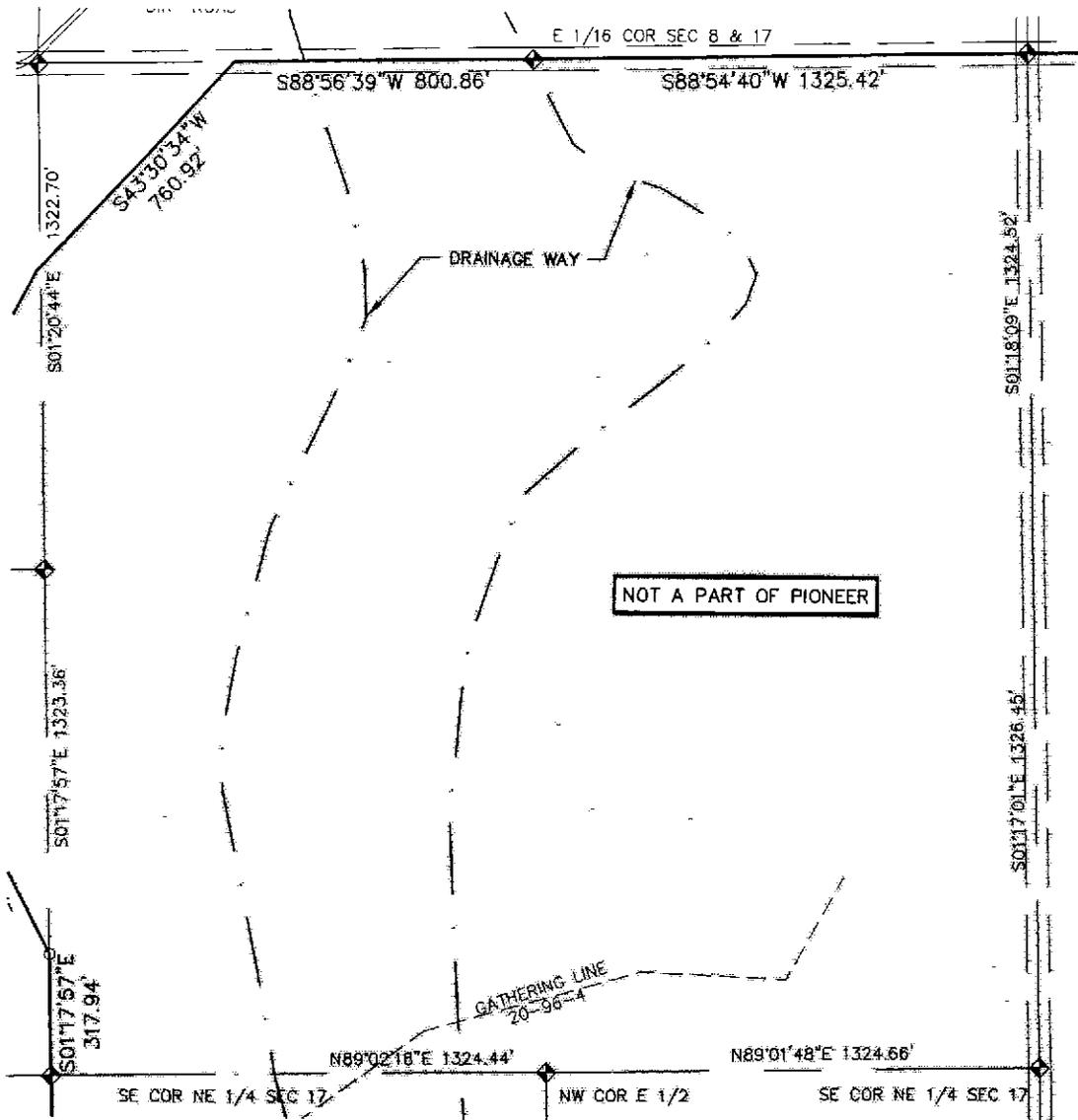


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Lakewood, Colorado 80228  
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# EXHIBIT NO. 17



## NORTHEAST 1/4 OF SECTION 17

TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 4 FOR SECTION 17)

NOTE:  
 NO WELLS WITHIN PIONEER COMMUNITIES PROPERTY.

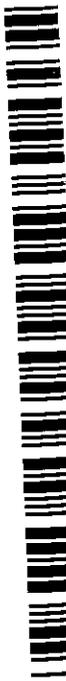
NOTE:  
 LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



SCALE: 1" = 500'

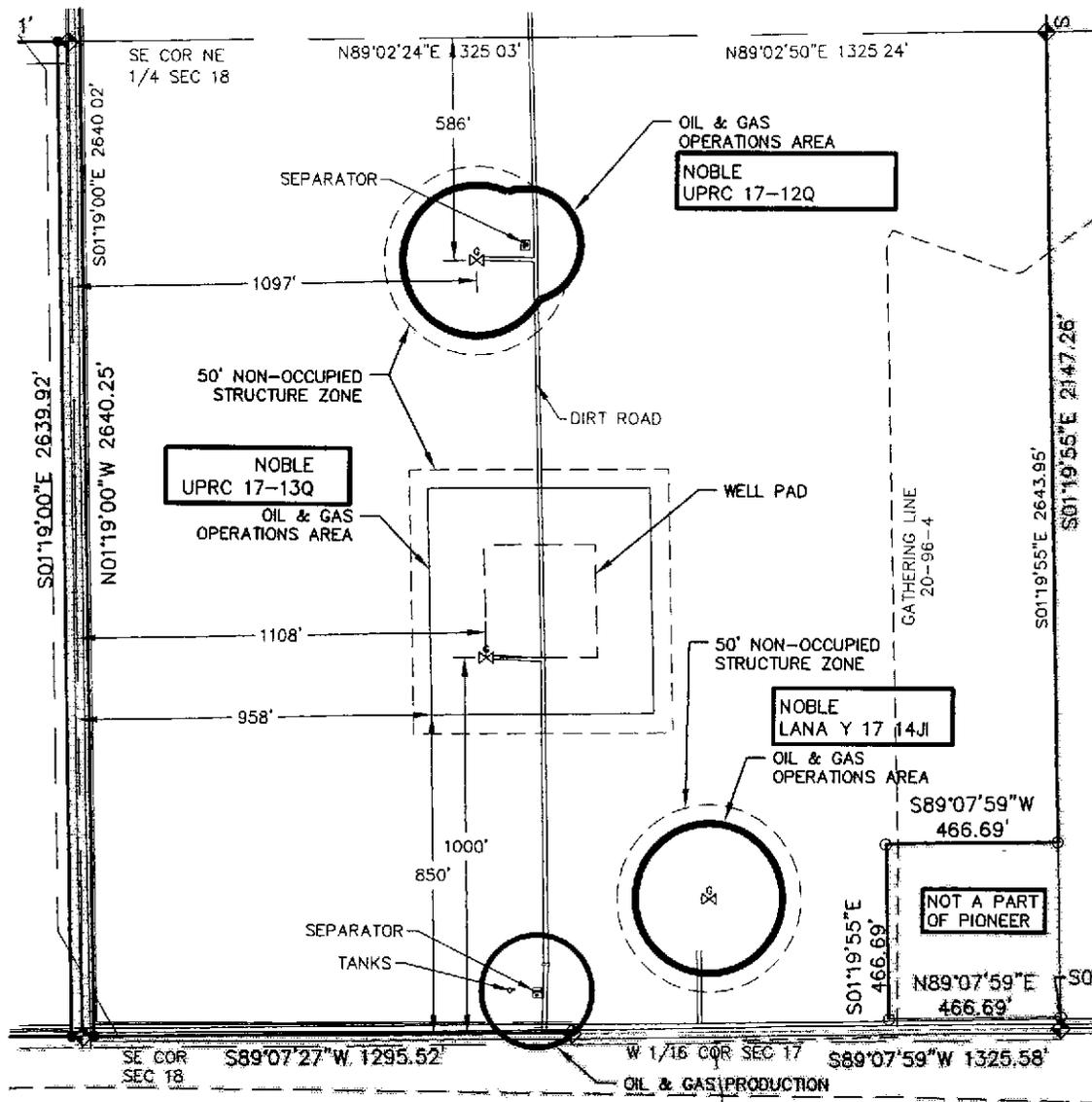


**Carroll & Lange** INC  
 Professional Engineers & Land Surveyors  
 165 South Union Blvd., Suite 156  
 Lakewood, Colorado 80228  
 PHONE (303) 980-0200  
 FAX (303) 980-0917  
 WWW.CARROLL-LANGE.COM



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# EXHIBIT NO. 17



## SOUTHWEST 1/4 OF SECTION 17

TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

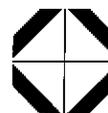
(SHEET 4 OF 4 FOR SECTION 17)



SCALE: 1" = 500'

**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



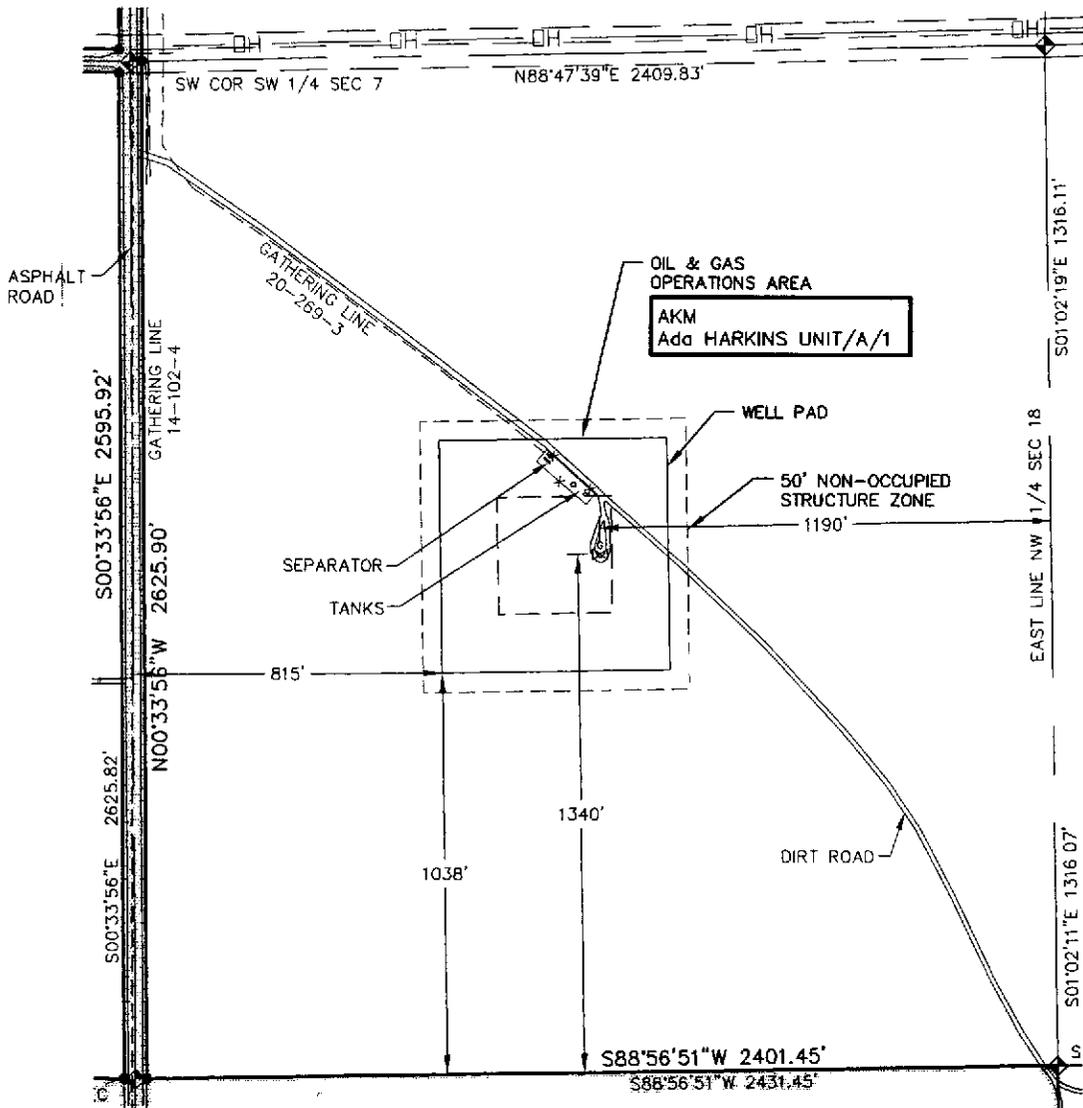
**Carroll & Lange** INC  
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# EXHIBIT NO. 18



## NORTHWEST 1/4 OF SECTION 18

TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

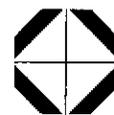
(SHEET 2 OF 4 FOR SECTION 18)



SCALE: 1" = 500'

**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



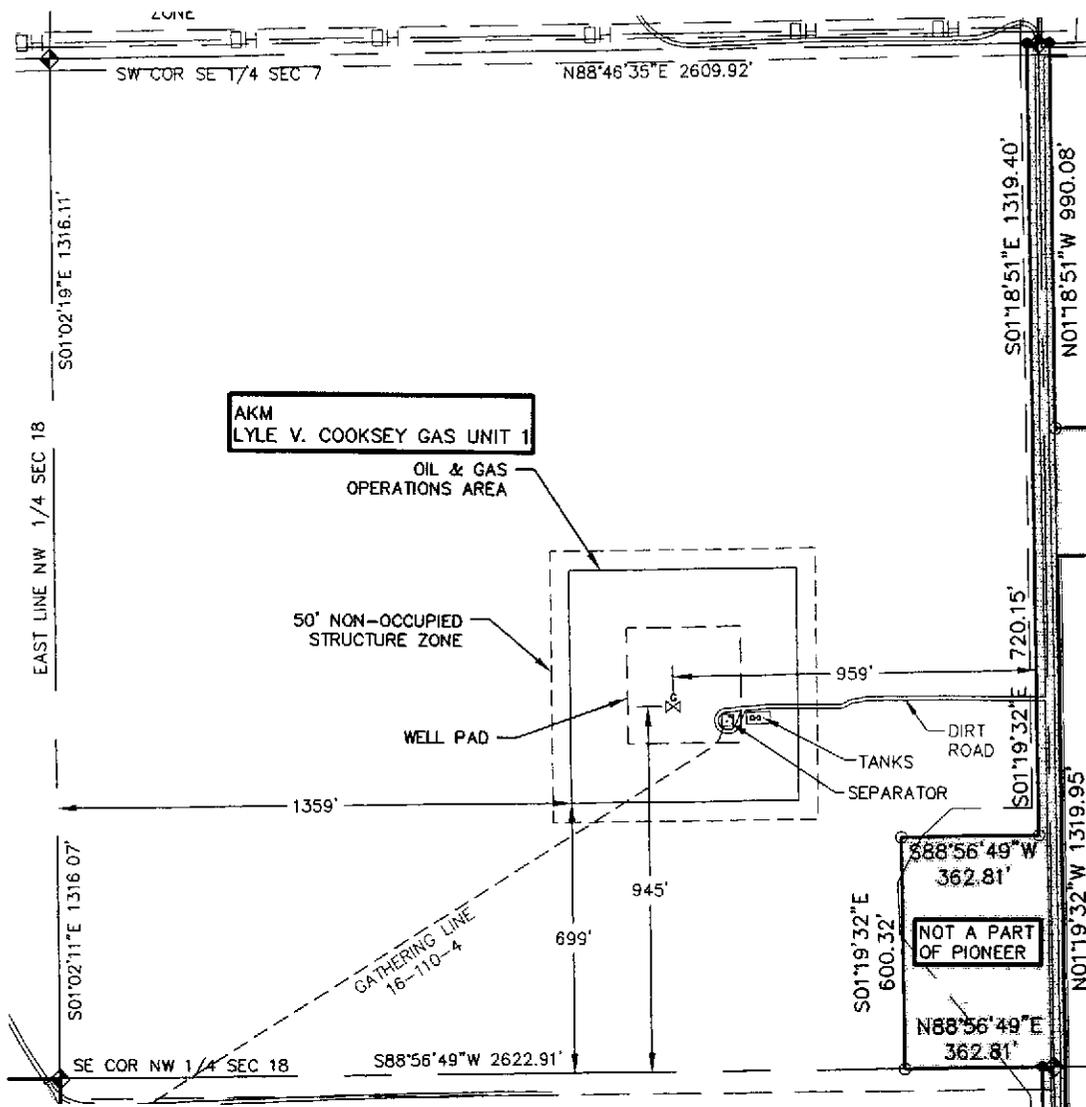
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# EXHIBIT NO. 18



## NORTHEAST 1/4 OF SECTION 18

TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 4 FOR SECTION 18)



SCALE 1" = 500'

**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



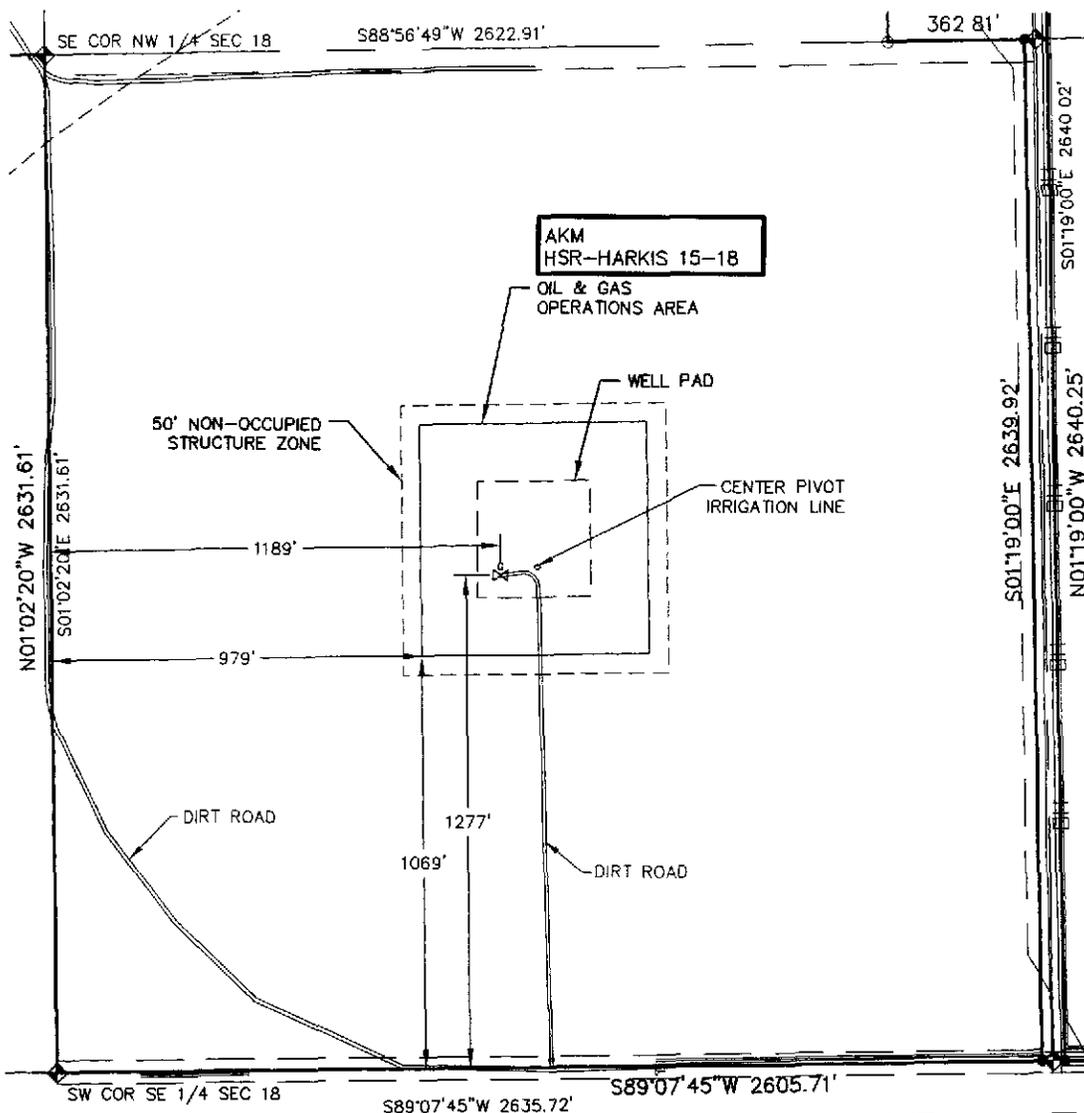
**Carroll & Lange** PC

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# EXHIBIT NO. 18



**SOUTHEAST 1/4 OF SECTION 18**  
 TOWNSHIP 2 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 4 OF 4 FOR SECTION 18)



SCALE: 1" = 500'

**NOTE:**

LOCATION OF GATHERING LINES ARE APPROXIMATE AND PER ANADARKO PLAT SHEET DATED 12/17/07, AND FROM ACTUAL FIELD SURVEYED LOCATIONS DURING JULY, 2008.



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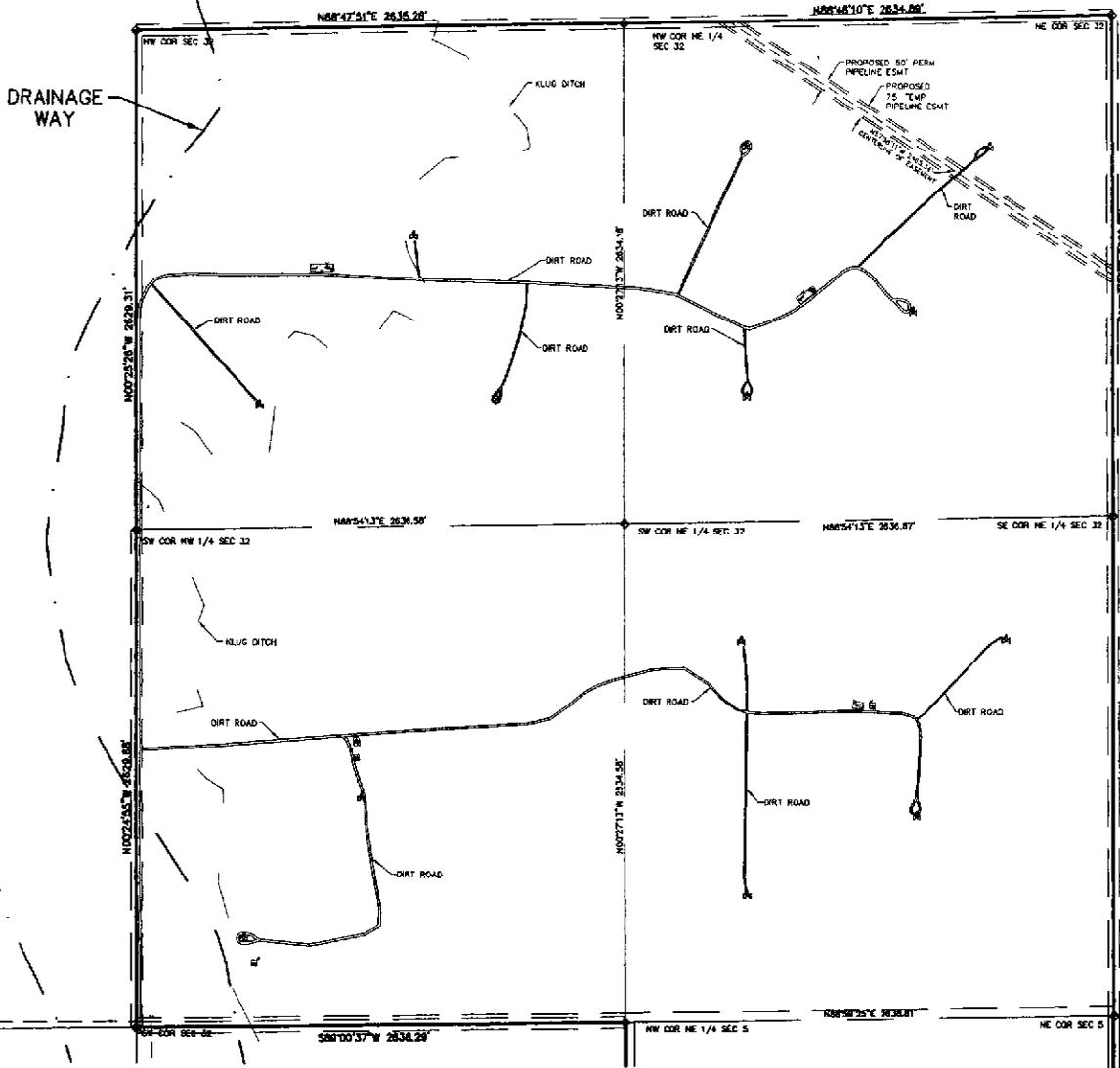
3612981 03/27/2009 11:55A Weld County, CO  
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# Range 64W, Township 3N

# EXHIBIT NO. 32



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## SECTION 32 OVERALL TOWNSHIP 3 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN

SEE 1/4 SECTIONS FOR DETAIL  
(SHEET 1 OF 5 FOR SECTION 32)

SCALE: 1" = 1,000'



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## LEGEND

- EXIST. TANKS
- EXIST. SEPARATOR
- EXIST. WELL
- FUT. VERTICAL WELL

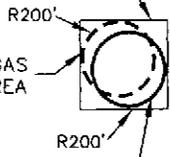
- 12", 6", 4" & 3"
- GATHERING LINES

- DRAINAGE WAY
- DITCH

OIL & GAS  
OPERATIONS AREA

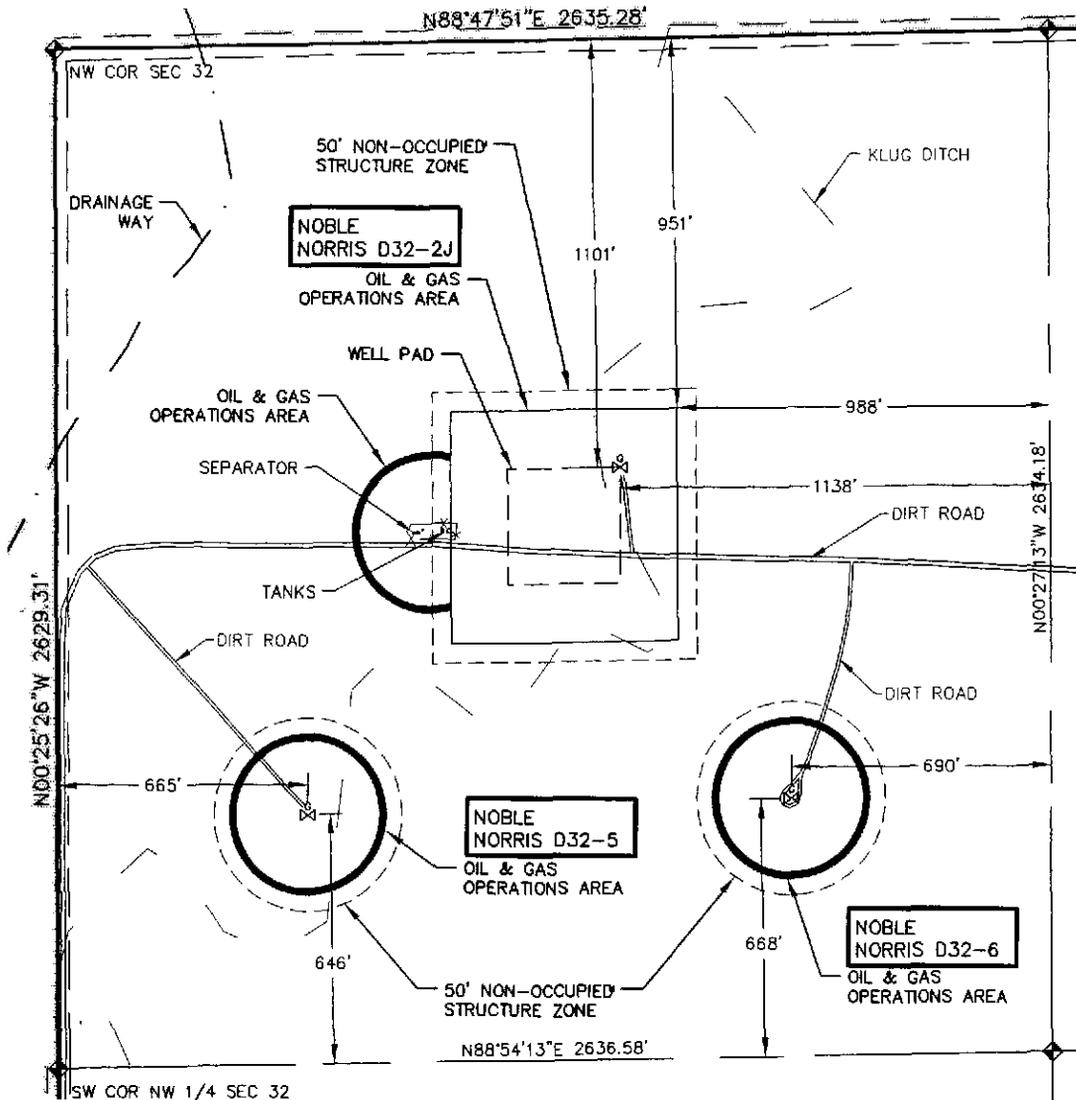
OIL & GAS  
OPERATIONS AREA

OIL & GAS  
OPERATIONS AREA



# EXHIBIT NO. 32

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**NORTHWEST 1/4 OF SECTION 32**  
 TOWNSHIP 3 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 2 OF 5 FOR SECTION 32)



SCALE: 1" = 500'

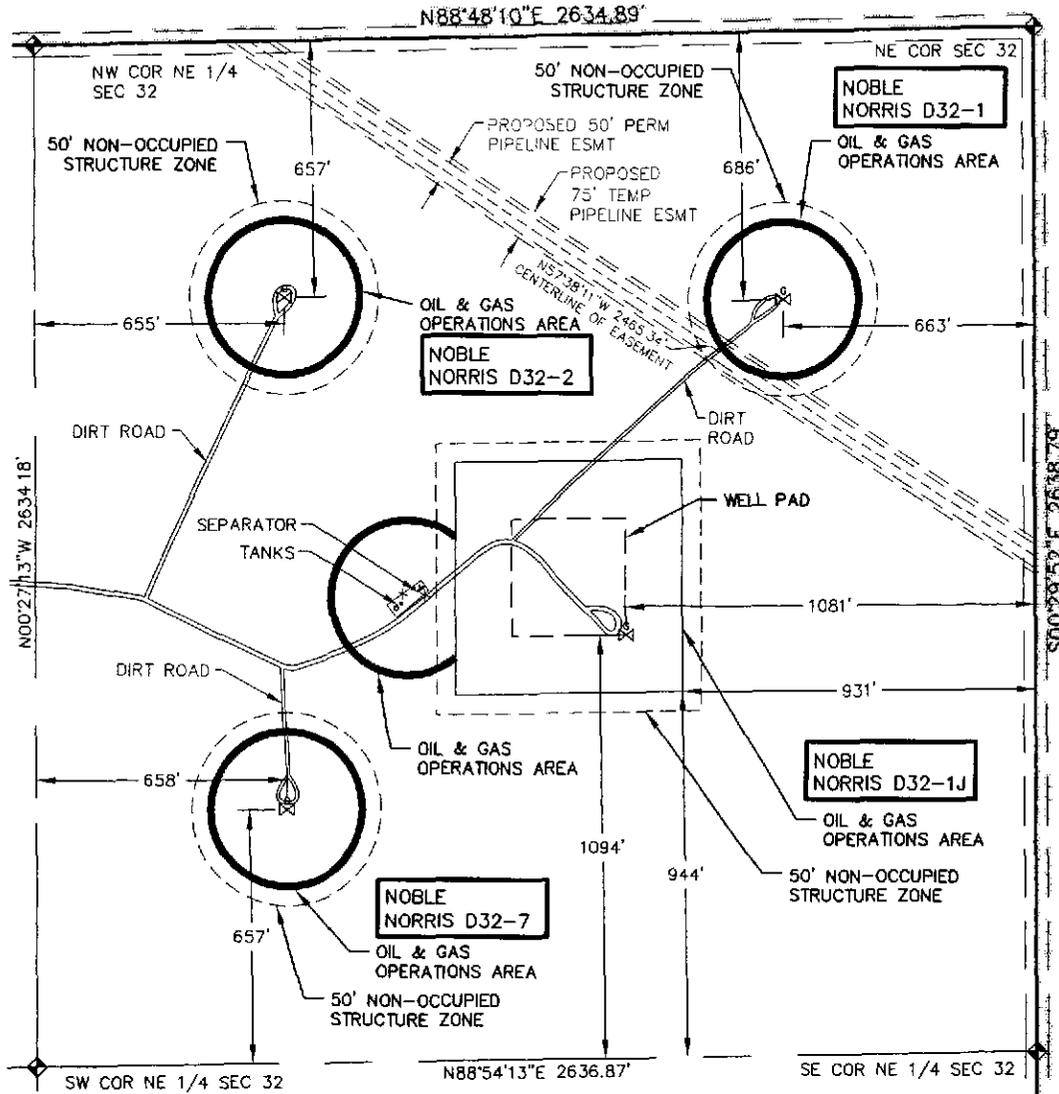
**NOTE:**  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07



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# EXHIBIT NO. 32

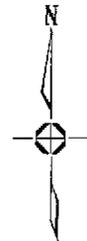
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## NORTHEAST 1/4 OF SECTION 32

TOWNSHIP 3 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

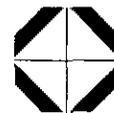
(SHEET 3 OF 5 FOR SECTION 32)



SCALE: 1" = 500'

**NOTE:**

LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07

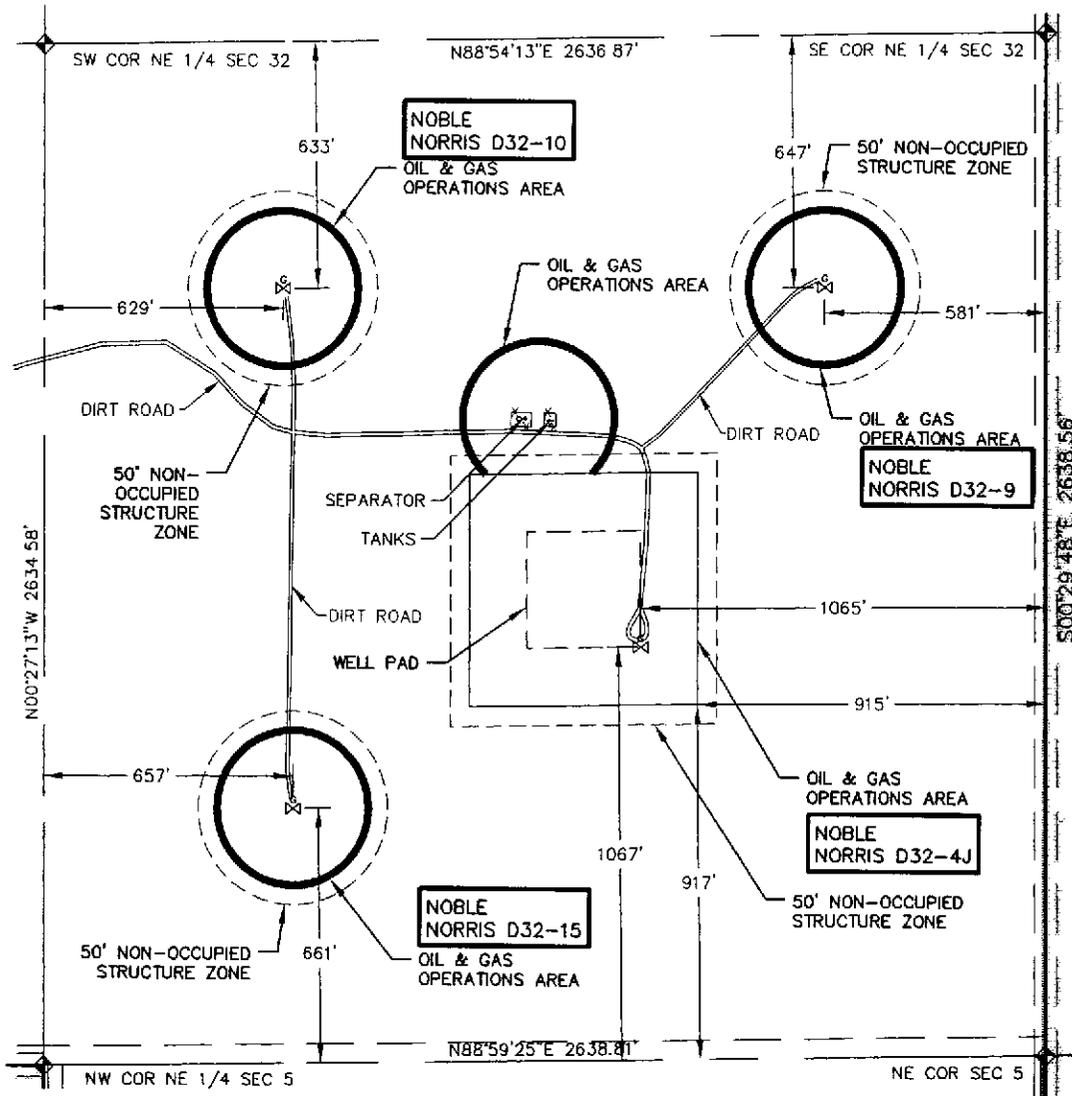


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# EXHIBIT NO. 32

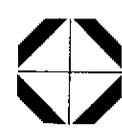


**SOUTHEAST 1/4 OF SECTION 32**  
 TOWNSHIP 3 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN  
 (SHEET 4 OF 5 FOR SECTION 32)



SCALE: 1" = 500'

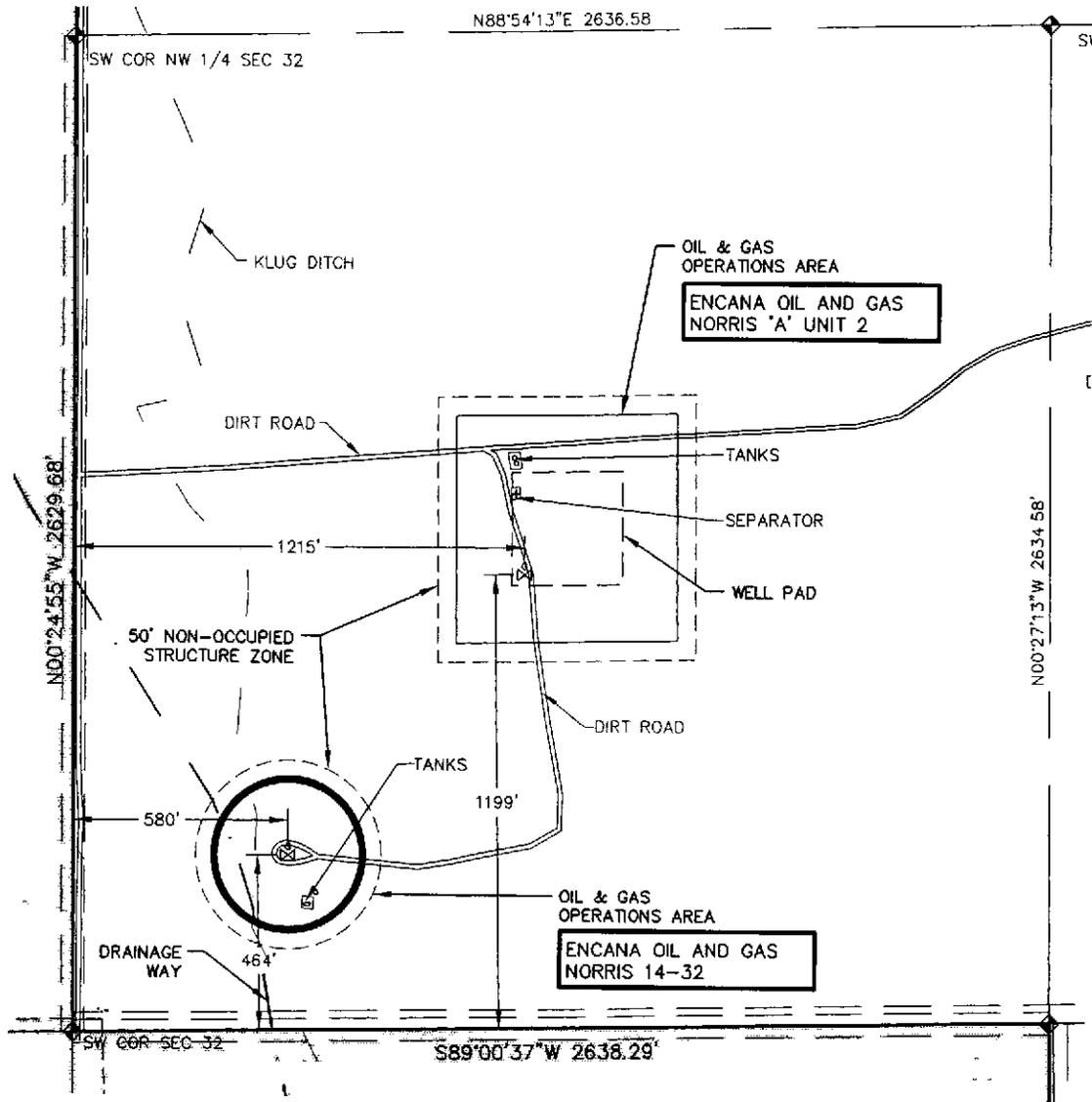
**NOTE:**  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
 AND PER ANADARKO PLAT  
 SHEET DATED 12/17/07



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# EXHIBIT NO. 32



## SOUTHWEST 1/4 OF SECTION 32

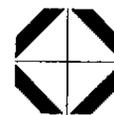
TOWNSHIP 3 NORTH, RANGE 64 WEST  
 OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 5 OF 5 FOR SECTION 32)



SCALE: 1" = 500'

**NOTE:**  
 LOCATION OF GATHERING  
 LINES ARE APPROXIMATE  
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 SHEET DATED 12/17/07



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**Exhibit 5**

**to Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp.,  
Noble Energy, Inc., Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc.  
and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and  
Resource Colorado Water & Sanitation Metropolitan District**

**NOTICE TO PURCHASERS OF THE SURFACE OF THE RIGHT OF  
OIL AND GAS INTEREST OWNERS TO USE THE SURFACE**

The surface estate for the property that you are purchasing is subject to the rights of the owners and lessees of the oil and gas estate for the property and to the Surface Use Agreement dated \_\_\_\_\_, 2008, among Anadarko E&P Company LP, Anadarko Land Corp., Kerr-McGee Oil & Gas Onshore LP, Noble Energy, Inc., EnCana Oil & Gas (USA) Inc. and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource Colorado Water & Sanitation Metropolitan District recorded on \_\_\_\_\_, 200\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Clerk and Recorder for Weld County ("Agreement").

A copy of the Agreement is attached to this Notice as Attachment A. The terms used in this Notice shall have the same meaning as the term is used in the Agreement.

Please note with respect to the property that you are purchasing the following applies:

i. you are not purchasing and will not own any rights in the oil, gas and mineral estate in and to the Property or you may be taking the property subject to the rights of an oil and gas lessee, as the case may be;

ii. there may be ongoing oil and gas operations and production on the surface of the Property within the Oil and Gas Operations Areas, Production Facility Locations, pipelines and pipeline and flowline easements and access routes;

iii. there are likely to be wells drilled and oil and gas production facilities constructed and installed within the Oil and Gas Operations Areas and the Production Facility Locations, as the case may be, and additional flowlines and pipelines constructed and maintained on the Property;

iv. heavy equipment will be used by the Oil Companies from time to time for oil and gas drilling and production operations, and such operations may be conducted on a 24-hour basis; and

iv. homeowner associations and buyers of individual lots or homes will be subject to and burdened by all of the covenants and waivers made by Surface Owner in the Agreement, including, but not limited to, those covenants and waivers; a) prohibiting the location of any temporary or permanent building, structure, or other improvement within the Oil and Gas Operation Areas and the Production Facility Locations and flowline and pipeline easements; b) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property consistent with the Agreement; c) waiving surface damage payments; d) waiving objections to setback requirements under the rules of the Colorado Oil and Gas Conservation Commission ("COGCC") and any local jurisdiction; e) granting the easements as described in the Agreement; and f) acknowledging compliance with C.R.S. 34-60-127 and COGCC rules and regulations.



**Exhibit 6**  
**to**  
**Surface Use Agreement**  
**effective November 30, 2008**  
**by and among Anadarko E&P Company LP, Anadarko Land Corp., Noble Energy, Inc.,**  
**Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc. and Pioneer**  
**Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC and Resource**  
**Colorado Water & Sanitation Metropolitan District**

**See attached Kerr-McGee Guidelines consisting of four (4) pages.**

  
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## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Kerr McGee Gathering LLC (KMG) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights KMG may have under existing easements or ROW agreements. For information regarding KMG's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for KMG facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to KMG in the below requirements is meant to include and apply to any Kerr McGee entity

### Design

- KMG shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KMG's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of KMG's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- The encroaching entity shall provide KMG with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KMG's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to KMG, showing the facilities in the vicinity of KMG's ROW upon completion of the work.
- Only facilities shown on drawings reviewed by KMG will be approved for installation on KMG's ROW. All drawing revisions that affect facilities proposed to be placed on KMG's ROW must be approved by KMG in writing.
- KMG shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KMG on it's "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by KMG on replacement ROW granted to relocate KMG facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by KMG.
- The depth of cover over the KMG pipelines shall not be increased or reduced nor surface modified for drainage without KMG's written approval
- Construction of any permanent structure within KMG pipeline easement is **not** permitted without written approval by KMG.
- Planting of shrubs and trees is not permitted on KMG pipeline easement without written approval by KMG.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KMG easement without written approval by KMG.
- Foreign utility installations, IE, distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to KMG's pipeline within the ROW, provided that a minimum of eighteen inches (18") of vertical clearance is maintained between KMG pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 18" of vertical separation is not allowed without written approval by KMG. In no case will vertical separation be less than 12" whether written or not. Constant line elevations must be maintained across KMG's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the KMG pipeline must be evaluated by KMG to ensure that a significant length of the KMG line is not exposed and unsupported during construction. Foreign line crossings above the KMG pipeline with less than 18" of clearance must be evaluated by KMG to ensure that additional support is not necessary to prevent settling on top of the KMG natural gas pipeline. A KMG representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the KMG facility. All installations of foreign crossings done by boring and or jacking require the KMG facility to be exposed to verify clearances.
- Foreign utilities shall not run parallel to KMG pipelines within the KMG easement without written permission by KMG. A minimum of 10.0 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is



## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

placed within the KMG easement or adjacent to the KMG easement. Any deviation from the 10.0' horizontal requirement must be approved in writing by KMG and an "as built survey" provided to KMG after installation.

- The foreign utility should be advised that KMG maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with KMG's. At the request of KMG, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The KMG CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KMG. All costs associated with the correction of cathodic protection interference issues on KMG pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The developer shall understand that KMG whether specifically required per federal law, or by company standard, will mark the routing of its underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of KMG, the safety of the public, contractor, KMG personnel and KMG facilities.
- On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- AC Electrical lines must be installed in conduit and properly insulated.
- On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KMG ROW.
- No power poles, light standards, etc. shall be installed in the KMG easement without written approval by KMG.
- KMG installs above ground appurtenances at various locations that are used in the operation of its facilities. Kerr McGee will install protective enclosures at the above ground appurtenances to protect them from outside damage. The design and placement of these above ground appurtenances and protective enclosures is done at KMG's sole discretion, and may exceed any regulatory requirements.

### Construction

- If KMG will be relocating KMG facilities for any entity, grading in the new KMG ROW shall be +/- 6 inches before KMG will mobilize to complete the relocation. Final cover after the completion of the project will not be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by KMG. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a KMG representative is on site during the time cover is reduced.
- The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of KMG facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated KMG facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- Contractors shall be advised of KMG's requirements and be contractually obligated to comply.
- The continued integrity of KMG's pipelines and the safety of all individuals in the area of proposed work near KMG's facilities are of the utmost importance. Therefore, contractor must meet with KMG representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KMG's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- **The Contractor must expose all KMG pipelines prior to crossing to determine the exact alignment and depth of the lines. A KMG representative must be present.**

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## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

- The use of probing rods for pipeline locating shall be performed by KMG representatives only, to prevent unnecessary damage to the pipeline coating. A KMG representative shall do all line locating.
- Notification shall be given to KMG at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of KMG's work site representative. Any Contractor schedule changes shall be provided to KMG immediately.
- Heavy equipment will not be allowed to operate directly over KMG pipelines or in KMG ROW unless written approval is obtained from KMG. Heavy equipment shall only be allowed to cross KMG pipelines at locations designated by KMG. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by KMG.
- Contractor shall comply with all precautionary measures required by KMG, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KMG ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to KMG's facility. At no time will cover be reduced to less than 36" without written approval by KMG and a KMG representative on site.
- A KMG representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KMG pipeline or aboveground appurtenance. The contractor shall not work within this distance without a KMG representative being on site. Contractor shall use extreme caution and take any appropriate measures to protect KMG facilities.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KMG facility. KMG personnel must be present.
- Temporary support of any exposed KMG pipeline by Contractor may be necessary if required by KMG's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KMG's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KMG's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KMG's facilities unless blasting notification is given to KMG including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

KMG shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KMG's facilities as a result of their activities whether or not KMG representatives are present. KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 200 feet of KMG's facilities unless blasting notification is given to KMG a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. KMG shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KMG. A written emergency plan shall be provided by the organization responsible for blasting.

KMG shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

- Any contact with any KMG facility, pipeline, valve set, etc. shall be reported immediately to KMG. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.



## General Guidelines for Design and Construction Activities On or Near Kerr- McGee Gathering LLC and Kerr - McGee Rocky Mountain Corporation Pipelines and Related Facilities

- KMG personnel shall install all test leads on KMG facilities.

### Local Kerr-McGee Gathering LLC Representation:

Manager of Construction & Facilities Engineering:	Kevin R. Osif, P.E.	Phone: 303 655 - 4307
Facilities Engineer:	Joseph E. Sanchez, P.E.	Phone: 303 655 - 4319
Foreman 1:	James Phillips	Phone: 303 655 - 4343
Foreman 1:	Rick Noffsinger	Phone: 303-655 - 4326

### Emergency Contacts:

On call supervisor	Phone: 303-559 - 4001
Kerr McGee 24 hour emergency number	Phone: 303-659 - 5922
One Call Emergency	Phone: 800-922 -1987



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**Exhibit 7**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp.,  
Noble Energy, Inc., Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc.  
and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC  
and Resource Colorado Water & Sanitation Metropolitan District**

**TERMINATION OF SURFACE OWNER'S AGREEMENTS**

**THIS TERMINATION OF SURFACE OWNER'S AGREEMENTS** ("Agreements") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and among ANADARKO E&P COMPANY LP, formerly known as Union Pacific Resources Company and Champlin Petroleum Company ("Anadarko E&P"), ANADARKO LAND CORP., formerly known as Union Pacific Land Resources Corporation ("Anadarko Land"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330 and hereinafter referred to together as the "Anadarko Entities," and PIONEER COMMUNITIES HOLDINGS LLC ("Pioneer"); HP FARMS LLC ("HP"); and HP FARMS HOLDINGS LLC ("HP Holdings") with respect to their interests in the property described in Exhibit A (Pioneer, HP and HP Holdings are hereinafter sometimes referred to individually or collectively as "Surface Owner"), all with an address of 4643 S. Ulster Street, Suite 1300, Denver, Colorado 80237.

A. Pioneer, HP and HP Holdings each owns the surface estate for specific portions of property in Weld County, Colorado, which is hereinafter referred to as the "Anadarko Mineral Property" and which is more specifically described in the attached Exhibit A.

B. Predecessor entities to the Anadarko Entities entered into surface owner's agreements with parties which were at the time the owners of the surface estate for certain portions of the Anadarko Mineral Property identified in the attached Exhibit B and hereinafter referred to together as the "Surface Owner's Agreements."

C. Pursuant to that certain Surface Use Agreement (so called herein) dated \_\_\_\_\_, 2008, among Anadarko E&P, Anadarko Land, and Surface Owner and others, Anadarko E&P, Anadarko Land and Surface Owner have all agreed to terminate the Surface Owner's Agreements.

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

E. Exhibits A and B are incorporated into this Agreement by this reference.

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

1. The Surface Owner's Agreements are all terminated and of no further force and effect, effective as of the effective date of this Agreement.
2. All other Surface Owner's Agreements that cover all or any portion of the Property that are not specifically described in Exhibit B are also terminated as of the effective date of this Agreement without further amendment to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgment, to be effective upon the date first written above.

HP FARMS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO E&P COMPANY LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PIONEER COMMUNITIES HOLDINGS  
LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ANADARKO LAND CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

HP FARMS HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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ACKNOWLEDGMENTS

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ for ANADARKO LAND CORP.

My Commission expires: \_\_\_\_\_

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ for ANADARKO E&P COMPANY LP.

My Commission expires: \_\_\_\_\_

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

  
3612981 03/27/2009 11:55A Weld County, CO  
160 of 171 R 856.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ for PIONEER COMMUNITIES HOLDINGS LLC.

My Commission expires: \_\_\_\_\_

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ for HP FARMS LLC.

My Commission expires: \_\_\_\_\_

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public



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STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ for HP FARMS HOLDINGS LLC.

My Commission expires: \_\_\_\_\_

*Witness my hand and official seal.*

\_\_\_\_\_  
Notary Public

  
3612981 03/27/2009 11:55A Weld County, CO  
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**EXHIBIT A**

to

**Termination of Surface Owner's Agreements effective \_\_\_\_\_, 2008  
by and among Anadarko Land Corp., Anadarko E&P Company LP and  
Pioneer Communities Holdings LLC; HP Farms LLC; and HP Farms Holdings LLC**

**Legal Description for Anadarko Mineral Property**

**Township 2 North, Range 64 West**

**Section 5: E/2  
Section 7: All  
Section 9: All  
Section 17: W/2**

**Township 2 North, Range 65 West**

**Section 11: E/2  
Section 13: N/2  
Section 15: NE/4**

**All in Weld County, Colorado**



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**EXHIBIT B**

to

Termination of Surface Owner's Agreements effective \_\_\_\_\_, 2008  
by and among Anadarko Land Corp., Anadarko E&P Company LP and  
Pioneer Communities Holdings LLC; HP Farms LLC; and HP Farms Holdings LLC

1. **Terminated Surface Owner's Agreements for Sections or Portions of Sections in  
Township 2 North, Range 64 West**

**For Section 5: E/2**

Surface Owner's Agreement dated October 3, 1989 between Richard E. Harkis  
and Union Pacific Resources Company recorded October 18, 1989 in Book 1246  
at Reception No. 02194924.

**For Section 7: All**

a. Surface Owner's Agreement dated May 8, 1974 between Ada Harkis and  
Champlin Petroleum Company recorded June 17, 1974 in Book 717 at  
Reception No. 1638754.

b. Surface Owner's Agreement dated September 15, 1989 among Richard E.  
Harkis and Charlotte L. Harkis and Union Pacific Resources Company  
recorded September 27, 1989 in Book 1245 at Reception No. 02193035.

c. Surface Owner's Agreement dated July 14, 1992 among Richard E. Harkis  
and Charlotte L. Harkis and Union Pacific Resources Company recorded  
August 20, 1992 in Book 1348 at Reception No. 02300642.

**For Section 9: All**

Surface Owner's Agreement dated July 18, 1989 among Richard Harkis and  
Charlotte Louise Harkis and Union Pacific Resources Company recorded July  
28, 1989 in Book 1239 at Reception No. 02186574.

**For Section 17: W/2**

Surface Owner's Agreement dated July 25, 1992 among William S. Carpenter  
and Charlene M. Carpenter and Union Pacific Resources Company recorded  
August 26, 1992 in Book 1348 at Reception No. 02301279.

Surface Owner's Agreement dated October 21, 1992 among William S.  
Carpenter and Charlene M. Carpenter and Union Pacific Resources Company  
recorded December 16, 1992 in Book 1363 at Reception No. 02314775.

Surface Owner's Agreement dated August 12, 1993 among William S. Carpenter  
and Charlene M. Carpenter and Union Pacific Resources Company recorded  
September 13, 1993 in Book 1401 at Reception No. 02350022.

Surface Owner's Agreement dated January 21, 1992 between Sloan Limited Partnership and Union Pacific Resources Company recorded March 30, 1992 in Book 1330 at Reception No. 0228240.

2. Terminated Surface Owner's Agreements for Sections or Portions of Sections in Township 2 North, Range 65 West

For Section 11: E/2

Surface Owner's Agreement dated July 31, 1989 among Richard Eugene Harkis and Connie Gayle Harkis and others and Union Pacific Resources Company recorded September 6, 1989 in Book 1243 at Reception No. 02190974.

For Section 13: N/2

- a. Surface Owner's Agreement dated May 8, 1974 among Ada M. Harkis, Helen H. Hoelscher and John W. Hoelscher and Champlin Petroleum Company recorded July 11, 1974 in Book 717 at Reception No. 1638754.
- b. Surface Owner's Agreement dated November 15, 1979 among Richard E. Harkis and Charlotte L. Harkis, John W. Hoelscher and Helen H. Hoelscher and Champlin Petroleum Company recorded January 18, 1980 in Book 893 at Reception No. 1814673.

For Section 15: NE/4

Surface Owner's Agreement dated January 31, 1977 among Richard E. Harkis and Richard Eugene Harkis and others and Champlin Petroleum Company recorded March 17, 1977 in Book 792 at Reception No. 1713914.

**AND ALSO ALL OTHER SURFACE OWNER'S AGREEMENTS BETWEEN AN ANADARKO ENTITY OR A PREDECESSOR ENTITY TO EITHER OF THE ANADARKO ENTITIES AND A SURFACE OWNER THAT COVERS THE PROPERTY IDENTIFIED IN EXHIBIT A**

  
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**Exhibit 8**

to

**Surface Use Agreement  
effective November 30, 2008**

**by and among Anadarko E&P Company LP, Anadarko Land Corp.,  
Noble Energy, Inc., Kerr-McGee Oil & Gas Onshore LP, EnCana Oil & Gas (USA) Inc.  
and Pioneer Communities Holdings LLC, HP Farms LLC, HP Farms Holdings LLC  
and Resource Colorado Water & Sanitation Metropolitan District**

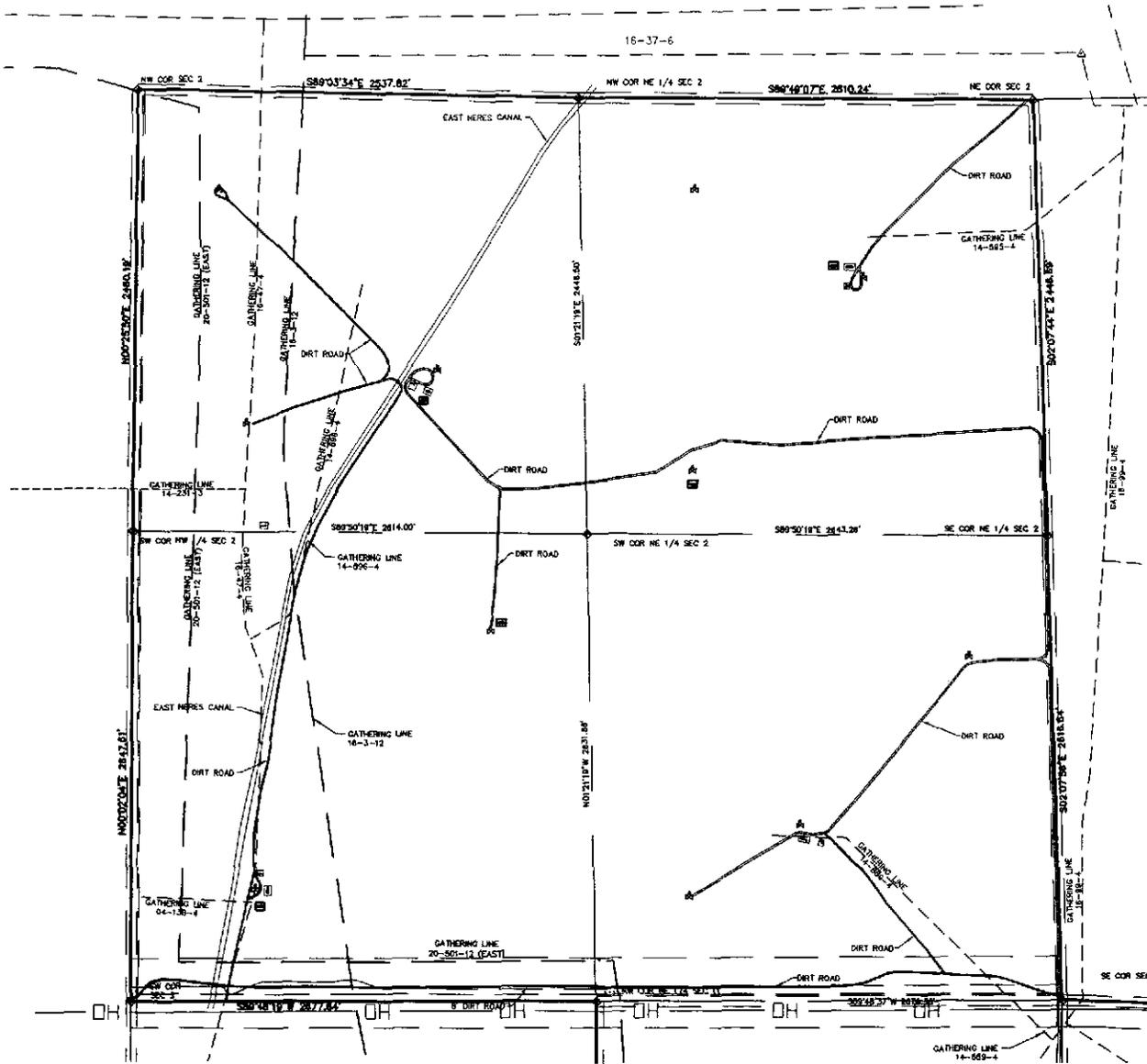
**See attached exhibit consisting of five pages that reflects the Oil and Gas Operations  
Areas for the EnCana/KMG Leasehold to the extent and in the event that KMG  
operates wells and facilities in Section 2, Township 2 North, Range 65 West.**



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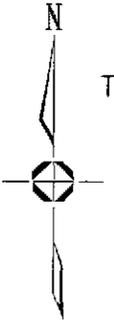
# EXHIBIT NO. 2

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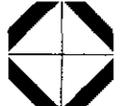
## SECTION 2 OVERALL

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN



SEE 1/4 SECTIONS FOR DETAIL  
(SHEET 1 OF 5 FOR SECTION 2)

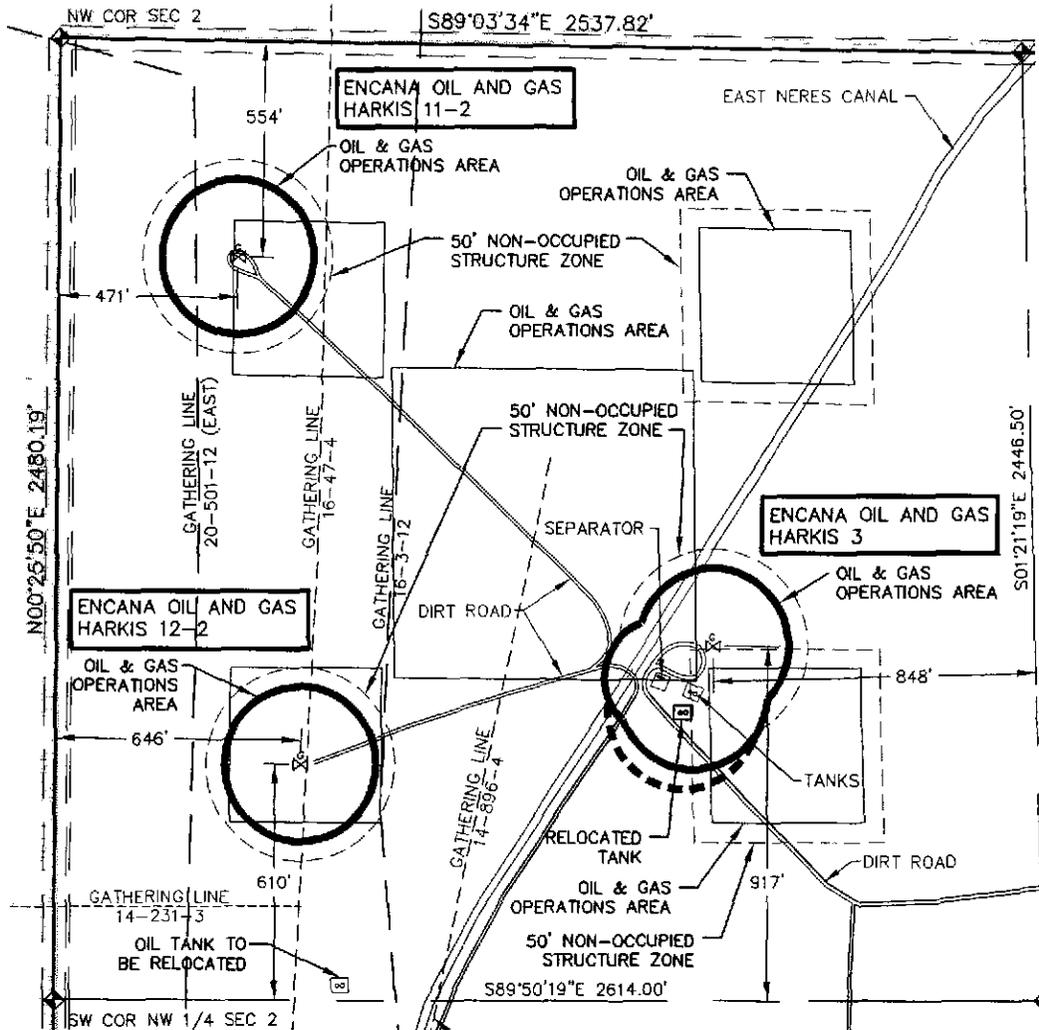
SCALE: 1" = 1,000'



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FAX: (303) 980-0917  
WWW.CARROLL-LANGE.COM

LEGEND			
	EXIST. TANKS		OIL & GAS OPERATIONS AREA
	EXIST. SEPARATOR		OIL & GAS OPERATIONS AREA
	EXIST. WELL		OIL & GAS OPERATIONS AREA
	FUT VERTICAL WELL		OIL & GAS OPERATIONS AREA
	12", 6", 4" & 3"		DRAINAGE WAY
	GATHERING LINES		DITCH

# EXHIBIT NO. 2



## NORTHWEST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 2 OF 5 FOR SECTION 2)

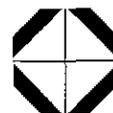


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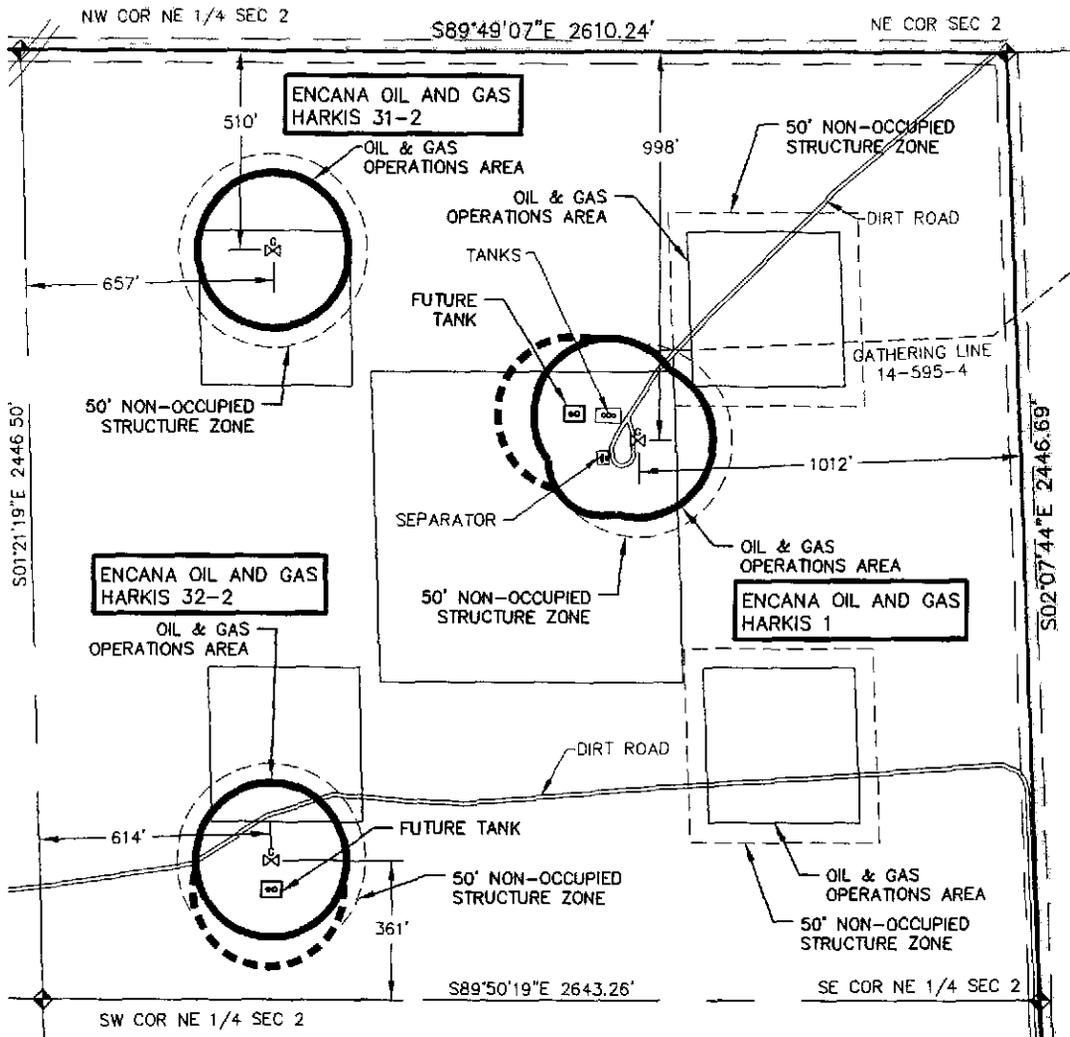
SCALE: 1" = 500'

NOTE:  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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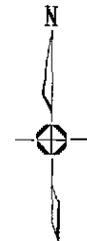
## NORTHEAST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 3 OF 5 FOR SECTION 2)



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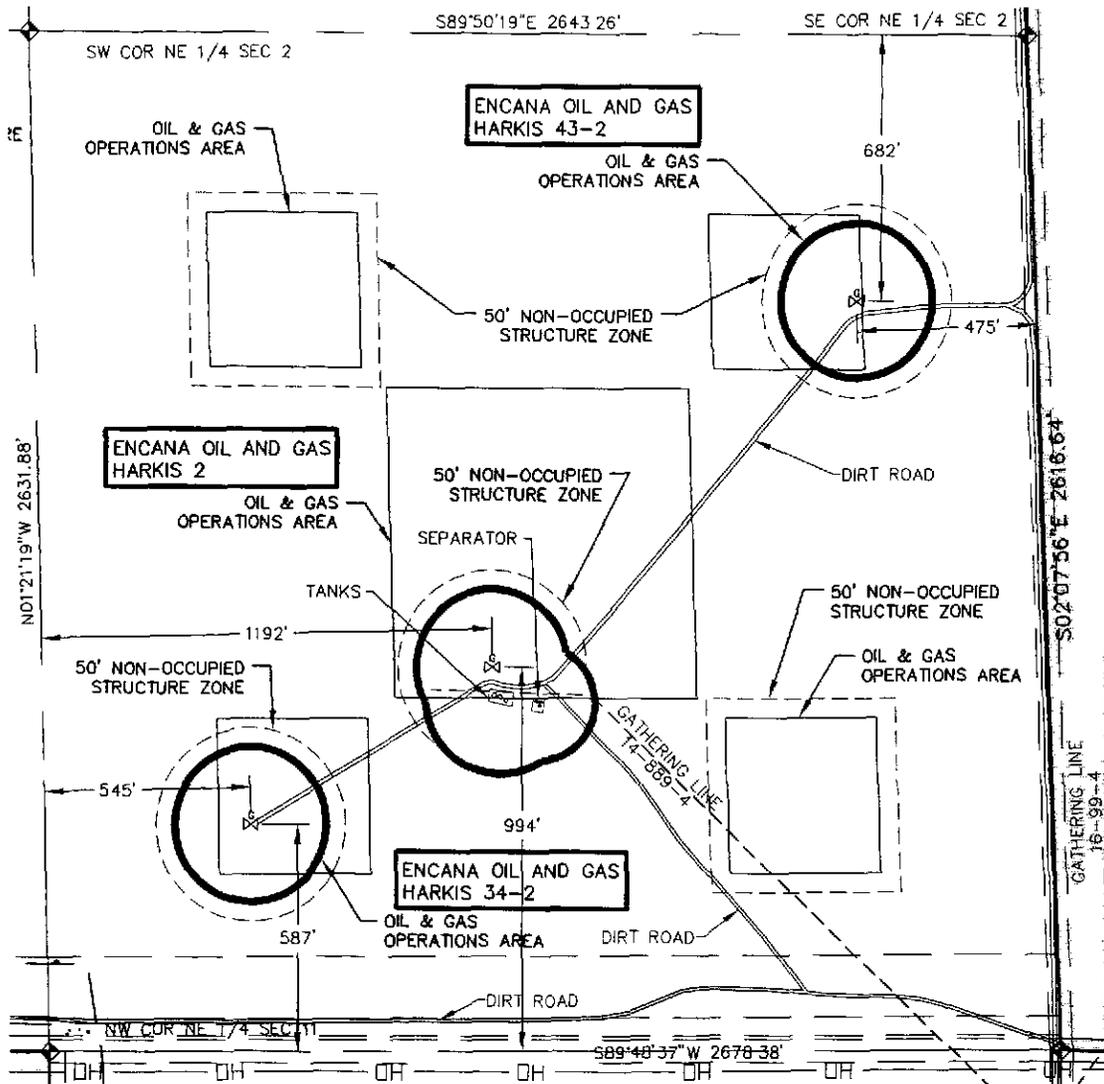
SCALE: 1" = 500'

NOTE:  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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# EXHIBIT NO. 2



## SOUTHEAST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

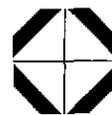
(SHEET 4 OF 5 FOR SECTION 2)



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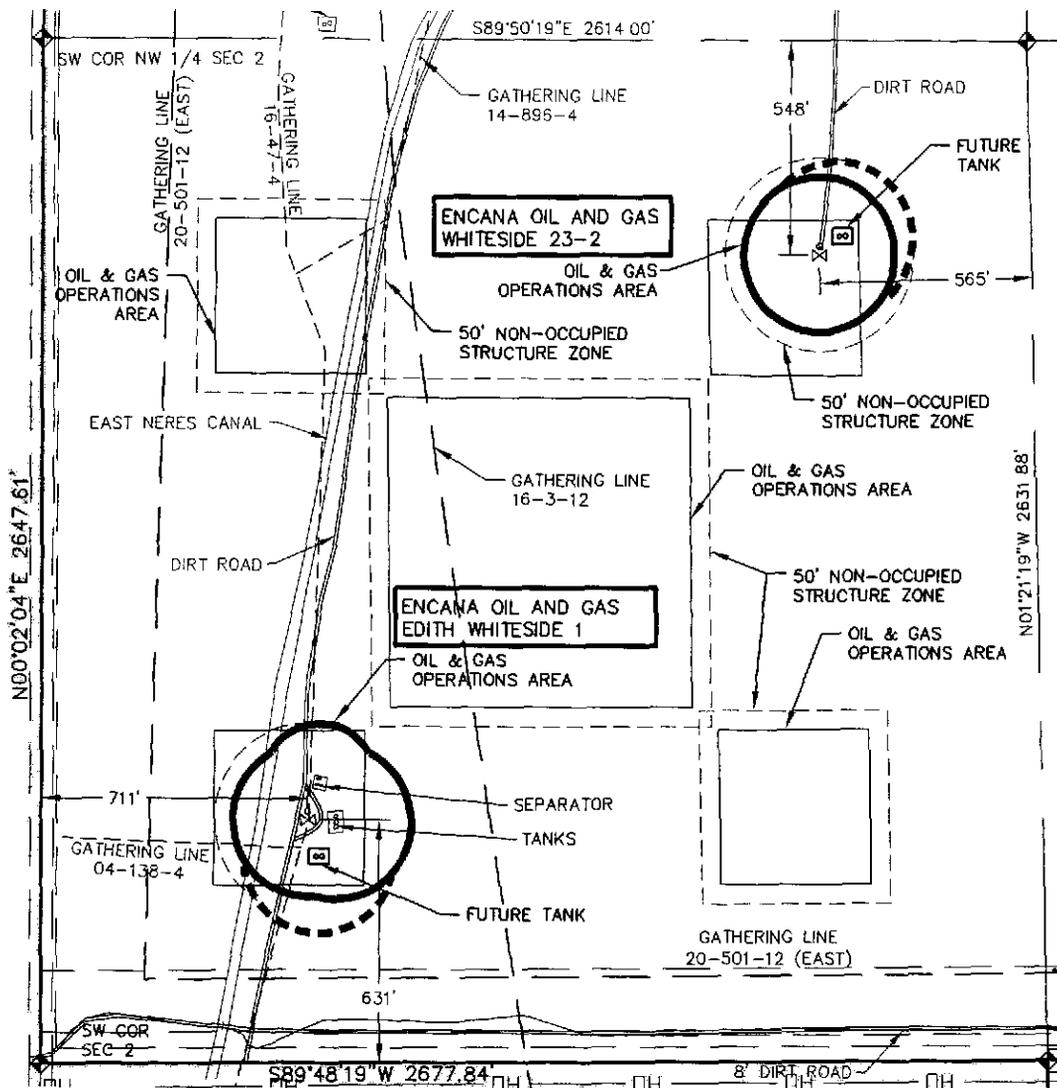
SCALE: 1" = 500'

**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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## SOUTHWEST 1/4 OF SECTION 2

TOWNSHIP 2 NORTH, RANGE 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN

(SHEET 5 OF 5 FOR SECTION 2)

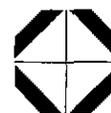


3612981 03/27/2009 11:55A Weld County, CO  
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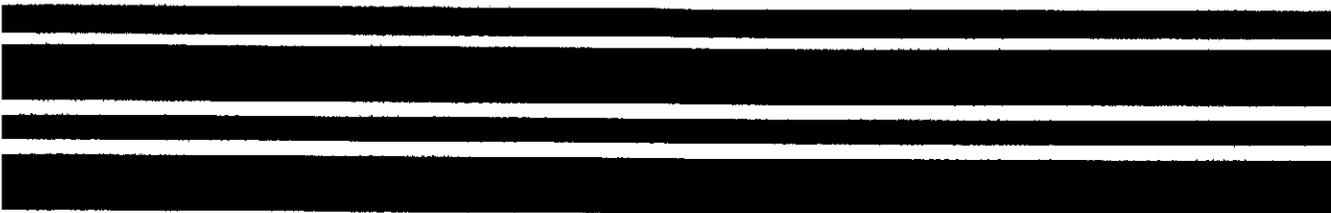


SCALE: 1" = 500'

**NOTE:**  
LOCATION OF GATHERING  
LINES ARE APPROXIMATE  
AND PER ANADARKO PLAT  
SHEET DATED 12/17/07



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**Land > Lease > Lease**



**1030265**

Sender Name: Erik Sunde  
 Date Created: 05/26/2009  
 Barcode Expires: **06/25/2009**  
 Department: Land Record  
 Security: Non-Privileged  
 BLACK AND WHITE DOCUMENT

Attribute	Value
Description	PIONEER FARMS SUA
Document Date	11/30/2008
New Lease Packet	No
New Well Handoff	No
Lease Number Suffix	CO-S00015820
Lessor Name	PIONEER COMMUNITIES HOLDINGS LLC ET AL
Prospect Name	WATTENBERG FIELD (KMG)/0042100026
State County	COLORADO:WELD(123)

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Create another submittal based on this one:

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