

AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES
AND GRANT OF RIGHTS AND WAIVERS

This Agreement for Settlement of Surface Damages and Grant of Rights and Waivers ("*SDA*"), limited to the Oil and Gas Wells ("*Wells*") identified on Exhibit 1, attached hereto, is entered into on May 30, 2017 ("*Effective Date*"), by and between Hergenreder South 200, LLC ("*Surface Owner*"), with an address of 2130 County Road 28, Longmont, Colorado 80504 and Kerr-McGee Oil & Gas Onshore LP ("*KMG*"), with offices at 1099 18th Street, Suite 1800, Denver, Colorado 80202, covering certain lands (the "*Lands*") situated in Weld County, Colorado, described as follows:

Township 3 North, Range 68 West of the 6th P.M.

Section 33: part of the N/2, more specifically described in a Bargain & Sale Deed dated May 13, 2008 and recorded on August 19, 2008 at Reception Number 3573116 in the records of the Clerk and Recorder of Weld County, Colorado as Lot D, HERGENREDER RECORDED EXEMPTION NO. 1207-33-1 RE 4566, according to the Recorded Exemption Plat thereof, recorded on 06/05/07 under Reception No. 3481158, Weld County Clerk and Recorder; also known as Parcel Number 120733200007.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Compensation; Release of All Claims

KMG shall pay to Surface Owner the sum set forth in that certain Agreement Regarding Compensation between Surface Owner and KMG entered into contemporaneously with this SDA, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMG's operations on the Lands, including, but not limited to, KMG's drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Lands, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, and any and all other reasonable and customary uses of the Land related to all such operations or activities. Such payment shall not apply as settlement or satisfaction of damages caused by KMG's negligent or willful misconduct or violation of health, safety or environmental laws on the Lands nor release KMG from obligations arising under Section 4 or Section 5 of this Agreement.

2. Acknowledgement of Rights and Easements of KMG

Surface Owner acknowledges and understands that KMG, lessee of the oil and gas estate in the Lands, owns an easement and right-of-way that burdens the Lands, and that KMG has a continuing right and entitlement to use the surface of the Lands for its operations, including, but not limited to, access, construction, operation, maintenance, repair and replacement of temporary above-ground water lines and completion fluid lines, subsurface flowlines, gathering lines and other pipelines, data transmission lines, electrical lines and related equipment (both subsurface and above-ground) that may be necessary or

convenient to its operations on the Lands. Notwithstanding the foregoing, KMG shall operate in compliance with COGCC rules and regulations, as amended, as well as Colorado State Statute §34-60-127, as amended. This provision does not, and shall not be construed to, create any private right of action against KMG, its successors or assigns.

3. Waivers

Surface Owner, for itself and its successors and assigns, hereby waives the right to, and covenants not to, protest or object to the use of the surface of the Lands so long as KMG is in compliance with this SDA and is in compliance with all applicable federal and state statutes and regulations and any county and local regulations which protections Surface Owner does not waive. Furthermore, Surface Owner and its successors and assigns will provide KMG and its successors and assigns with all written waivers, including the 318A Waiver attached to this Agreement as Exhibit 2 and to be executed concurrently with this Agreement, and other evidence of support they may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission ("*COGCC*") or any local jurisdiction so long as KMG is in compliance with this SDA.

Surface Owner acknowledges that KMG and its successors and assigns may cite the waivers in this SDA in order to obtain exceptions and variances from the COGCC or from any other state or local body having jurisdiction over oil and gas operations. Surface Owner agrees that this SDA satisfies any requirement for a consent to an exception or variance signed by the surface owner, Building Unit Owner (as that term is defined in the COGCC Rules and any successor rules or amendments), homeowner or the like and agrees that KMG and its successors and assigns may provide a copy of this SDA to the COGCC or to any other state or local body in satisfaction of such requirement. In addition, Surface Owner agrees to execute and deliver to KMG and its successor and assigns all consents and waivers requested, including waivers required from Building Unit Owners, homeowners and the like.

4. Location of Wells and Flowlines

Wells shall be located at the approximate locations depicted on Exhibit 3, attached hereto. Flowlines shall be located within the "*Flowline Corridor*" as depicted on Exhibit 3, attached hereto.

5. Limitation of Liability, Release and Indemnity

a. NOTWITHSTAND ANYTHING TO THE CONTARY UNDER THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR, OR BE REQUIRED TO PAY FOR, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL AND/OR INDIRECT DAMAGES, AS APPLICABLE, TO ANOTHER PARTY FOR ACTIVITIES UNDERTAKEN WITHIN THE SCOPE OF THIS SDA REGARDLESS OF THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY PARTY. Notwithstanding the foregoing, the exclusion to consequential damages stated above shall not apply to James E. Hergenreder and Jerry E. Hergenreder, signatories to this Agreement on behalf of Surface Owner, and their immediate family members as of the Effective Date of this Agreement.

b. KMG shall indemnify and hold harmless Surface Owner and Surface Owner's officers, agents, employees and representatives for any and 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 KMG's operations and activities on the Lands, no matter when asserted.

c. The indemnities in this SDA shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party.

6. Environmental Indemnities.

The provisions of Section 5, except for Section 5a, shall apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of Section 4(a) and shall include the obligations hereinafter provided:

a. "*Environmental Claims*" means all Claims asserted by Surface Owner, any governmental bodies, or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Lands or ownership of the oil and gas leasehold interests, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to, any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims does 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*" means any laws, regulations, rules, ordinances, or order of any governmental authority, which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.) and the Clean Air Act and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629).

c. KMG shall protect, defend and indemnify Surface Owner from Environmental Claims relating to the Lands that arise out of KMG's oil and gas operations on the Lands. Surface Owner and its successors and assigns shall protect, defend and indemnify KMG from any and all Environmental Claims relating to the Lands that arise out of Surface Owner's ownership or development of the Lands. At its expense, KMG shall reclaim and restore the Lands to as near the same conditions as existed prior to KMG operations on the Lands.

7. Notice of Claim for Indemnification.

If a Claim is asserted against a party for which the other party would be liable under the provisions of Sections 5 or 6, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party, 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 a reasonable time, not to exceed six months, of receipt of a Claim and shall effect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

8. Right-of-Way Grant

Contemporaneous with the execution of this Agreement, Surface Owner agrees to execute and deliver to Kerr-McGee Gathering LLC, an affiliate of KMG, the Right-of-Way Grant attached to this Agreement as Exhibit 4.

9. Binding Agreement

The terms of this SDA shall constitute covenants running with the Lands and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

10. Recording

KMG shall record this Agreement in the records of the County in which the Lands are located.

11. Counterpart Signatures

This SDA may be executed in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

The undersigned have executed this SDA on the date first above written.

Hergenreder South 200, LLC

Kerr-McGee Oil & Gas Onshore LP

By: James E. Hergenreder
James E. Hergenreder
Manager

By: Lindsay N. Jaffee LL
Lindsay N. Jaffee
Agent & Attorney-in-Fact

Hergenreder South 200, LLC

Kerr-McGee Gathering LLC

By: Jerry E. Hergenreder
Jerry E. Hergenreder
Manager

By: Lindsay N. Jaffee LL
Lindsay N. Jaffee
Agent & Attorney-in-Fact

J.E.H. L.N.J.

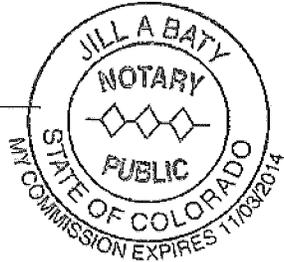
ACKNOWLEDGEMENTS

STATE OF Colorado)
)ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 1st day of June 2017, by James E. Hergenreder, as Manager of Hergenreder South 200, LLC.

Witness my hand and official seal.

Jill A Baty
Notary Public



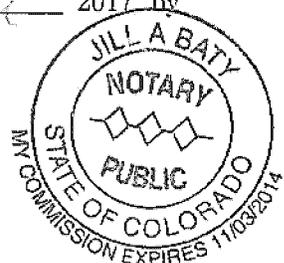
My commission expires 11-3-2018.

STATE OF Colorado)
)ss
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 1st day of June 2017 by Jerry E. Hergenreder, as Manager of Hergenreder South 200, LLC.

Witness my hand and official seal.

Jill A Baty
Notary Public

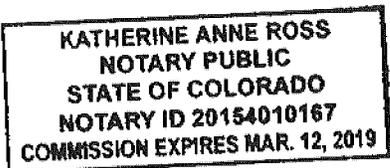


My commission expires 11-03-2018.

STATE OF Colorado)
)ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of June 2017, by Lindsay N. Jaffee, Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.



Katherine Anne Ross
Notary Public

my commission expires 3/12/19.

Page 5 of 15 J.E.H. J.A.

Exhibit 1
to
AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES
AND GRANT OF RIGHTS AND WAIVERS between HERGENREDER SOUTH 200, LLC,
KERR-MCGEE OIL & GAS ONSHORE LP, and KERR-MCGEE GATHERING LLC

Oil and Gas Wells

HERGENREDER 7N-4HZ
HERGENREDER 25N-4HZ
HERGENREDER 6N-4HZ
HERGENREDER 32N-4HZ
HERGENREDER 5N-4HZ
HERGENREDER 22N1-4HZ
HERGENREDER 22N2-4HZ

*Kerr-McGee Oil & Gas Onshore LP reserves the right to change any of the well names listed above at its discretion without further notice.

JEH J.W.

Exhibit 2

to

AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES
AND GRANT OF RIGHTS AND WAIVERS between HERGENREDER SOUTH 200, LLC,
KERR-MCGEE OIL & GAS ONSHORE LP, and KERR-MCGEE GATHERING LLC

KERR-MCGEE OIL & GAS ONSHORE LP

501 N. DIVISION BLVD., PLATTEVILLE, CO 80651

318A WAIVER

Hergenreder South 200, LLC
2130 County Road 28
Longmont, Colorado 80504

Re: Request for Exception to Rule 318A.a
Request for Exception to Rule 318A.c
HERGENREDER 7N-4HZ, HERGENREDER 25N-4HZ, HERGENREDER 6N-4HZ,
HERGENREDER 32N-4HZ, HERGENREDER 5N-4HZ, HERGENREDER 22N1-4HZ,
HERGENREDER 22N2-4HZ
Township 2 North, Range 68 West, Section 33
Weld County, Colorado

Dear Hergenreder South 200, LLC:

Kerr-McGee Oil & Gas Onshore LP ("KMG") plans to drill the listed oil and gas wells from the above described surface locations.

Rule 318A of the Colorado Oil and Gas Commission's Rules and Regulations requires the well be drilled in a square with sides four hundred (400) feet in length, the center of which is the center of any quarter/quarter, or a square with sides eight hundred (800) feet in length, the center of which is the center of any quarter. Rule 318A of the Colorado Oil and Gas Commission's Rules and Regulations also requires any new twinned well be located fifty (50) feet or less from an existing oil and gas well. KMG will drill the wells at the above described location, but we will need this waiver as this location is more than fifty (50) feet from an existing well and falls outside the legal drilling window. KMG reserves the right to change any of the well names listed above at its discretion without further notice.

Please waive both of the above referenced requirements showing your approval by signing below. Should you have any questions, please contact our office. Thank you for your consideration.
Very truly yours,

KERR-MCGEE OIL & GAS ONSHORE LP

Grant Gerrard
Landman

I/we waive the above requirement and approve the above described location.

By: _____ Date: _____

Name: Jerry E. Hergenreder

Title: Manager

By: _____ Date: _____

Name: James E. Hergenreder

Title: Manager

Exhibit 3

to

AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES
AND GRANT OF RIGHTS AND WAIVERS between HERGENREDER SOUTH 200, LLC,
KERR-MCGEE OIL & GAS ONSHORE LP, and KERR-MCGEE GATHERING LLC

Handwritten signatures and initials in black ink, including what appears to be 'J. M.' and 'J. H.'.

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 2017, from HERGENREDER SOUTH 200, LLC, a Colorado limited liability company, whose address is 2130 County Road 28, Longmont, Colorado 80504 ("Grantor," whether one or more), to KERR-MCGEE GATHERING LLC, a Colorado limited liability company, whose address is 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMGG"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants unto KMGG, its successors and assigns, a perpetual right-of-way and easement to survey, construct, maintain, inspect, operate, repair, replace, modify, reconstruct, mark, monitor, abandon, remove or relocate and release, at KMGG's election, up to two (2) pipelines, electric power lines, data transmission lines and equipment, and all appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of oil, gas, petroleum products, water, electricity, electronic data, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as follows:

TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH PM

SECTION 33: Part of Lot D of Recorded Exemption No. 1207-33-1 RE-4566 recorded June 5, 2007 at Reception No. 3481158 of the records of the Clerk and Recorder for Weld County, Colorado, being a part of the North Half (N/2)

The route and course of the right-of-way and easement conveyed hereby ("Right-of-Way Lands") are more particularly described on Exhibit "A" attached hereto and made a part hereof. The parties have agreed that the width of the Right-of-Way Lands is seventy five feet (75') during construction, and subsequent to construction the width of the Right-of-Way Lands shall be thirty feet (30'). If there is a deviation in the Right-of-Way Lands as constructed, then Grantor agrees that upon request from KMGG the parties will execute a Notice of Pipeline Location along with an as-built survey plat to amend the description of the Right-of-Way Lands.

After the initial construction of the pipeline(s) KMGG may require, from time to time, temporary additional work space parallel and adjacent to the Right-of-Way Lands to survey, construct, maintain, inspect, operate, repair, alter, replace, modify, , reconstruct, mark, monitor, abandon or remove the pipeline(s) together with all appurtenances. Grantor agrees to negotiate in good faith with KMGG to allow KMGG the use of this temporary additional work space.

Grantor represents and warrants to KMGG that Grantor is the sole owner in fee simple of the Right-of-Way Lands, subject to the burden of the Right-of-Way and has full right, power and authority to enter into this Grant.

Any pipelines and/or appurtenances to be constructed underground pursuant to this Grant shall be placed at a depth of not less than 60 inches below the surface of the ground. Grantor agrees not to increase or decrease the surface elevation on the Right-of-Way Lands without KMGG's prior written permission. KMGG shall repair and/or restore any fence on or adjacent to the Right-of-Way Lands removed or severed by KMGG in the course of the operations provided for in this Grant to the condition such fence was in prior to the removal by

J. M.

KMGG. If necessary to prevent the escape of Grantor's livestock, KMGG shall construct temporary gates or fences in those areas affected by KMGG's operations as provided for in this Grant.

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

Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, reservoir, engineering works or other structures or improvements over, under, on or across the Right-of-Way Lands without the prior written consent of KMGG.

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

KMGG shall be obligated to pay for, repair, replace or otherwise compensate Grantor for any damages resulting from KMGG's activities and operations on the Right-of-Way Lands, except for any damage to structures or improvements placed in the Right-of-Way Lands contrary to the terms contained herein; and, Grantor shall pay for, reimburse, indemnify and hold KMGG harmless from any and all claims or damages resulting from Grantor's activities on the Right-of-Way Lands. Grantor shall have the right to use and enjoy the Lands, subject to the rights herein granted.

At any time following KMGG's initial connection of a well to the pipeline, if all wells located in Section 33, Township 3 North, Range 68 West of the 6th P.M. connected to the pipeline(s) have ceased producing oil, gas and other hydrocarbons in paying quantities for a period of 24 consecutive months (excluding events of force majeure), then KMGG shall abandon the pipelines located in the Right-of-Way Lands in place.

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

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

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

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



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

GRANTOR(S):

HERGENREDER SOUTH 200, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: JAMES E. HERGENREDER, MANAGER

BY: JERRY E. HERGENREDER, MANAGER

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by James E. Hergenreder, manager of Hergenreder South 200, LLC, a Colorado limited liability company.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Jerry E. Hergenreder, manager of Hergenreder South 200, LLC, a Colorado limited liability company.

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public: _____

EXHIBIT "A"
DESCRIPTION - RIGHT OF WAY LANDS

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN BARGAIN AND SALE DEED TO HERGENREDER SOUTH 200, LLC FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3573112, SAID PARCEL BEING ALSO LOT D OF RECORDED EXEMPTION NO. 1207-33-1 RE-4526, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3491166, LOCATED IN THE NORTH ONE-HALF OF SECTION 33, TOWNSHIP 03 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

PERMANENT PIPELINE RIGHT OF WAY

A 30.00 FOOT WIDE STRIP, BEING 15.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 33 BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 34291, THENCE SOUTH 89°10'10" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SECTION 33, A DISTANCE OF 2046.76 FEET TO THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 00°35'07" WEST A DISTANCE OF 467.52 FEET;
2. NORTH 47°02'37" WEST A DISTANCE OF 10.18 FEET;
3. NORTH 00°37'54" WEST A DISTANCE OF 428.11 FEET;
4. NORTH 26°43'21" WEST A DISTANCE OF 348.04 FEET;
5. NORTH 08°29'18" EAST A DISTANCE OF 399.77 FEET;
6. NORTH 17°19'24" WEST A DISTANCE OF 393.01 FEET;
7. NORTH 06°32'26" WEST A DISTANCE OF 400.89 FEET;
8. NORTH 46°30'00" WEST A DISTANCE OF 136.27 FEET;
9. SOUTH 89°04'09" WEST A DISTANCE OF 421.44 FEET;
10. NORTH 00°55'16" WEST A DISTANCE OF 48.33 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID LOT D AND THE POINT OF TERMINUS, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 33 BEING A PARTIALLY ILLEGIBLE 2.5 INCH ALUMINUM CAP MARKED PLS 2X207, BEARS NORTH 55°09'59" EAST A DISTANCE OF 173.04 FEET.

THE SIDELINES OF THE HEREIN DESCRIBED RIGHT OF WAY ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE SOUTH AND NORTH LINES OF SAID LOT D.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 3105.26 FEET, CONTAINING 2.135 ACRES (93166 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. SEE THE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREBON.
3. BEARINGS SHOWN HEREBON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 83-80-106 & 105).
4. DISTANCES SHOWN HEREBON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999728155.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33, TOWNSHIP 03 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED ON THE WEST BY THE NORTHWEST ONE-QUARTER CORNER OF SAID SECTION 33, BEING A 3.25 INCH ALUMINUM CAP MARKED BASELINE ENGINEERING AND ON THE EAST BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 33 BEING A PARTIALLY ILLEGIBLE 2.5 INCH ALUMINUM CAP MARKED PLS 2X207, AND BEARS NORTH 89°09'41" EAST.

PROJ. NO. 152077
PREPARED BY: DOUGLAS W. CHINN
DATE PREPARED: 12/07/2016
FOR AND ON BEHALF OF ACKLAM, INC.
158 WELLSURIDE ST., SUITE 1, CO 80501
303.669.8267
16000 Valley View, Independence, Mo 64656
FAX: 314.271.9000 OR 314.271.9001

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	01/24/17	DWC	CHANGE EXHIBIT REFERENCE