

Elm Ridge Exploration, LLC, IGW 154  
Narrative RE: Attempt to acquire waiver.

5-12-2014

The subject tract was purchased by Russell and Melissa Miller in June 2003, subject to existing reservations of the mineral estate.

A surface Damage Agreement was negotiated between Elm Ridge and the Mr. Miller family on May 22, 2008. At this time a distance waiver was obtained from Mr. and Mrs. Miller.

The property was foreclosed and was purchased by Krysten L. Moore on April 21, 2011.

COGCC Rules that were made effective August 1, 2013 require an operator to attempt to determine the distance between a proposed wellhead and any building unit that lies within 1000' of the proposed wellhead but these rules do not require the landowner to grant permission for access.

It has been Elm Ridge's policy in La Plata County to acquire permission from any landowner for company employees or contractors to enter areas of a land owner's property that are not accessible by public road or under the terms and conditions of a Surface Use or Road Use Agreement.

On 12-3-13 I attempted to contact the record owner of the lands where the IGW 154 well is being proposed. There was no listed phone for Krysten L. Moore, the record owner. I prepared a package which included a letter requesting permission to survey, located the residence that was shown by the La Plata County GIS map and accessed the property and residence by public road. There was no signage at the entrance to the driveway that stated that using it to access the residence was forbidden or would be considered trespassing so I drove up their driveway and rang the doorbell to the residence. There was no answer. I left this package taped to the front door.

The package included supporting documentation which included an aerial map and documents that were filed of record with the Clerk and Recorder of La Plata County which would have been part of the chain of title that was examined by the Title Company prior to their acquiring title to the property.

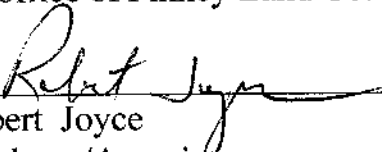
This included the vesting deed to the predecessor in title who executed the Surface Use Agreement, the recorded Surface Use Agreement and Krysten Moore's vesting deed which was acquired subsequent to the Surface Use Agreement being signed. The Moore's deed states that they are taking title to the property subject to existing incumbrances, including:

***any interest in oil, coal and other minerals or mineral rights whether expressed or implied, associated with, or incidental to the ownership of the Property, or the exercise of rights under any oil, gas, coal or mineral reservation, grant of lease and all rights and privileges and easements with respect hereto or assignments thereof, or interest therein.*** (copies attached).

On 12-9-13 I received a call from Mrs. Moore's husband, James Moore. Mr. Moore refused permission for the surveyors to enter his property. He stated that he wished to contact the owner of Elm Ridge Exploration Company in order to purchase the existing A. H. Terrell well on the location where the IGW 154 is being proposed. During our conversation I inquired as to why he would want to purchase the well location. He stated that he was in the energy business and owned a company that supplied wellhead compressors. He further stated that he was considering ways to use the gas from the A. H. Terrell well to power infrastructure items that he was considering locating on this property.

That same day, (Dec. 9, 2013) I put Mr. Moore in touch with James Clark, owner of Elm Ridge Exploration LLC. That same afternoon, I called Mr. Moore again and requested permission to survey and he again refused. At that time, I verbally requested a waiver of Rule 604.a.(1).A. from Mr. Moore. His response was that he had no inclination to assist Elm Ridge with the permitting process of any proposed well on his property and that he would not cooperate in this process in any way.

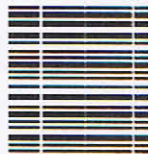
As shown by the attached GIS map, it appeared to me that the distance to the Moore's building was close to the 500' buffer but without a precise positioning by the surveyor it was impossible to determine. However, since it was obvious that the existing Building Unit was within 1000' of the well location. Krysten Moore was sent a Buffer Zone Notice on December 20, 2013 to the mailing address of record for this property in the La Plata County Assessor's records. It was returned unclaimed to the office of Finney Land Co. on 1/16/14.

  
Robert Joyce  
Landman/Associate  
Finney Land Co.-Agent for Elm Ridge Exploration Co., LLC.

**CERTIFIED™**



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UNITED STATES  
POSTAL SERVICE

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ADDRESS  
CRYSTEN MOORE  
738 BLACKHAWK TRAIL  
GOLDEN CO 81137

NIXIE

802 DE 1009

0001/21/14

RETURN TO SENDER  
UNCL AT MED  
UNABLE TO FORWAR

BC: 81302247171

\* Z255-04318-20-43

01134430302471

MAIL SERVICE AT TOP OF ENVELOPE ONLY  
 NO OTHER MAIL TO BE PLACED HERE  
 NO OTHER MAIL TO BE PLACED HERE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: <div style="text-align: center;"> <i>Krysten Moore</i>  <i>738 Blackhawk Trail</i>  <i>Ignacio, CO 81137</i> </div>		A. Signature <div style="text-align: center;"> <i>X</i> </div>	
2. Article Number (Transfer from service label) <div style="text-align: center;"> <i>7006 2760 0003 0789 0535</i> </div>		B. Received by (Printed Name) <div style="text-align: center;"> <i>_____</i> </div>	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. <input type="checkbox"/> Restricted Delivery? (Extra Fee)		C. Date of Delivery <div style="text-align: center;"> <i>_____</i> </div>	
4. Is delivery address different from item 1? If YES, enter delivery address below:		D. Yes <input type="checkbox"/> No <input type="checkbox"/>	
PS Form 3811, February 2004			

10595-02-M-1540

**FINNEY LAND CO.**  
**OIL & GAS CONSULTING**  
**P.O. BOX 2471**  
**DURANGO, CO 81302**  
**PHONE: (970) 259-5691 FAX (970) 259-4279**

Krysten Moore  
730 Blackhawk Trail  
Ignacio, CO. 81137

12-3-13

Re: Survey  
IGW 154 Well  
T33N-R9W Sec. 15: NW/4  
La Plata County, Colorado

Dear Ms. Moore,

Elm Ridge Exploration Co., LLC (Elm Ridge) is proposing to drill the above referenced well on a tract of land owned by you which appears to have been purchased subsequent to a foreclosure of lien by a previous landowner, Mr. Russell Miller.

Prior to the conveyance to you, in 2008 Mr. Miller had executed a surface Damage Agreement with right of access. Under normal circumstances you would be contacted by certified mail but as a courtesy, since you may not have been aware of it, I wanted to provide you with a copy of the Surface Damage Agreement. I am also including a copy of an aerial photo which shows a flag lying within the perimeter of an existing well location. This is where the new well is proposed.

Colorado Oil and Gas Conservation Commission Rules require our surveyor to indicate the distance to existing residences and structures within a 1000' buffer zone from the proposed well. It appears that your home is less than 1000' feet from the new proposed well.

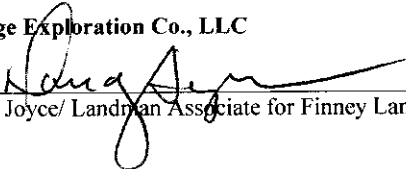
I would normally contact you by phone but could not find a listed phone number for you. I did not want to schedule a survey crew to stake this well location and enter your property without notifying you that they will need to access the area in the vicinity of your home. We would like to schedule this survey as soon as possible as Elm Ridge is wanting to begin drilling operations in May or June in this area.

I am enclosing a copy of the deed to your property as well as the Surface Damage Agreement that was executed by Mr. Miller, the previous owner, which allows Elm Ridge Exploration LLC to drill on this location.

Please give me a call at your earliest convenience. There will be followup preapplication notices prior to our submitting our applications with both La Plata County and the State of Colorado. These will be sent to you via certified mail, return receipt requested.

Sincerely,

**Elm Ridge Exploration Co., LLC**

By:   
Doug Joyce/ Landman Associate for Finney Land Co., Agent





859884  
1 of 2

WDJ

6/20/2003 4:26:54 PM  
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Linda J. Daley  
Laplata County, CO

2  
8/4/04  
4.80

# WARRANTY DEED

THIS DEED, dated June 19, 2003

between SUE GAINNEY FA-KOURI a/k/a BETTY SUE GAINNEY FA-KOURI

of the  
Louisiana  
MELISSA M. MILLER

\*County of \_\_\_\_\_ and State of \_\_\_\_\_  
, grantor(s) and RUSSELL J. MILLER and

whose legal address is 730 Blackhawk Tr., Ignacio, CO 81137

STATE DOCUMENTARY  
DATE 6-20-03  
\$ 4.80

of the \_\_\_\_\_ County of La Plata and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of

TEN

DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of La Plata, State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

also known by street and number as:  
assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for herself, her heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 2003 taxes not yet due and payable; all oil, gas and other minerals reserved by previous grantors; easements and rights of way of record or established by use; oil and gas leases of record;

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) has

executed this deed on the date set forth above.

Cindy Lamke  
Kimberly J. R. P. W.  
Annelle Sanders

Sue Gainney FA-Kouri  
Betty Sue Gainney FA-Kouri  
a/k/a BETTY SUE GAINNEY FA-KOURI

LOUISIANA  
STATE OF ~~COLORADO~~

County of St. Landry } ss.

COLORADO LAND TITLE CO.  
970 Main Ave. P.O. Box 3389  
Durango, Colorado 81302  
(970) 247-5464

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June 2003  
by SUE GAINNEY FA-KOURI a/k/a BETTY SUE GAINNEY FA-KOURI

Witness my hand and official seal.  
My commission expires:

Notary Public

\* Insert "City and" where applicable.

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Return to: Russell J. Miller 730 Blackhawk Trail  
Ignacio, CO 81137

EXHIBIT "A"

The SW1/4NW1/4 of Section 15, Township 33 North, Range 9 West, N.M.P.M., La Plata County, Colorado.

TOGETHER WITH that certain parcel of land in the NW1/4SW1/4, Section 15, Township 33 North, Range 9 West, N.M.P.M., La Plata County, Colorado and more particularly described as follows:

BEGINNING at the West 1/4 Corner of Section 15, Township 33 North, Range 9 West, N.M.P.M.

Thence South 89° 59' 00" East, along the North line of the said NW1/4SW1/4, 736.71 feet;

" South 74° 32' 28" West, 373.31 feet;

" South 73° 10' 39" West, 242.63 feet;

" South 73° 34' 50" West, 152.75 feet;

" North 00° 29' 57" East, 213.12 feet to the point of beginning.

ALSO TOGETHER WITH the non-exclusive road easements described in Deeds recorded September 15, 1981 as Reception No. 460760 and October 11, 1977 as Reception No. 413742.

LESS AND EXCEPT that certain parcel of land that is in the SW1/4NW1/4, Section 15, Township 33 North, Range 9 West, N.M.P.M., La Plata County, Colorado and more particularly described as follows:

COMMENCING at the West 1/4 Corner of Section 15, Township 33 North, Range 9 West, N.M.P.M.

Thence South 89° 59' 00" East, along the South line of the said SW1/4NW1/4, 736.71 feet to the point of beginning of this description;

" North 74° 32' 28" East, 433.38 feet;

" North 75° 07' 43" East, 145.99 feet;

" South 00° 22' 45" West, 153.15 feet;

" North 89° 59' 00" West, along the South line of the said SW1/4NW1/4, 557.78 feet to the point of beginning.





4

## SURFACE DAMAGE AGREEMENT & RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten and More Dollars (\$10.00 +), paid to the undersigned by **Elm Ridge Exploration Company, LLC.**, (hereinafter "Operator"), receipt of which is hereby acknowledged, **Russell J. Miller and Melissa M. Miller** (hereinafter "OWNER") and their heirs, successors, and assigns, as the OWNER of the hereinafter described lands, do hereby release Operator, its successors, agents and employees from any and all claims for damages to the surface of the hereinafter described lands in La Plata County, Colorado, resulting from the ingress and egress, drilling, completion, operation, maintenance and/or abandonment of the IGW 154 well situated upon and under the hereinafter described lands:

Township 33 North, Range 9 West, NMPM  
Section 15: SW/4NW/4

The wellpad to be located around the wellhead located 1658 feet from the North section line and 1000 feet from the West section line.

Operator shall use only such portions of the described lands as are reasonably necessary as more particularly shown on attached Exhibit "A"; however, the surface area actually disturbed for the wellpad shall not be more than 1.5 acres in size for drilling and completion operations. Operator shall have full and complete access to the original 1.5 acre wellpad at all times for subsequent well operations. Operator will install one gas gathering and one water gathering pipeline. Such pipelines shall be laid to a minimum depth of 36 inches below the surface.

OWNER hereby grants unto Operator an easement for the existing road across the above referenced property as shown on the attached Exhibit "B". The parties hereto shall cooperate with each other concerning the use and enjoyment of the subject road except for the purposes herein granted, but such use shall not hinder, conflict, or interfere directly, or indirectly, with the exercise of Operator's rights hereunder.

OWNER further releases Operator, its successors, agents and employees from any and all claims for damages for loss of growing crops on the hereinafter described lands resulting directly or indirectly from the drilling, completion, operation, maintenance and/or abandonment of the well identified above.

The consideration paid hereunder shall also compensate the OWNER for damages sustained or which may be sustained, as a direct or indirect result of the construction, maintenance and subsequent use of the access road and production facilities necessary for Operator, its successors, agents, and employees to properly conduct operations and maintenance activities associated with the well identified above. Operator shall conduct its operations in a manner which will cause the least practical interference with OWNER's use of the leased lands.

Operator agrees to repair all fences, build gates and construct the access road and crossings in a manner which will allow OWNER to continue its use of the property in its current manner. Drainage areas or irrigation ditches will be re-constructed in a manner agreed to with OWNER. Upon completion of the well, the wellpad shall be reduced in size to the minimum necessary to allow for normal production operations and the remainder of the wellpad will be reclaimed. Reclamation shall consist of grading disturbed areas to pre-existing grade and seeding with a seed mixture recommended by the NRCS office for the area. Rig anchors may be left in place, if identified in a manner which will avoid damage to OWNER's equipment. Restoration shall conform to the Colorado Oil & Gas Conservation Commission (COGCC) rules and regulations. Operator shall maintain disturbed areas and facilities free of weeds. Well equipment shall be fenced.

OWNER hereby waives the thirty (30) day notification prior to commencement of drilling operations as required by Rule 305.b of the COGCC rules and acknowledges that OWNER has received the brochure "Information for Oil and Gas Operators, Surface Owners and Surface Tenants" as per COGCC Rule 305.c(6). This agreement shall serve as evidence that the consultation requirements of the COGCC Rules 305 and 306 have been fulfilled. Owner agrees that the terms of this agreement reasonably accommodate Surface Owner's use of the Subject Land pursuant to C.R.S. § 34-60-127.

Operator, in its discretion, may use synthetic liners for any pits utilized; however, Operator must remove said liners upon final reclamation of the site.

Operator will comply with COGCC Rules concerning Noise Abatement and shall install hospital grade mufflers, buried in series, sound walls, and/or other devices as necessary.

The consideration due hereunder shall be payable prior to the commencement of drilling operations on the subject lands.

*E/C by Finney Land Co*

Operator hereby agrees to indemnify and hold OWNER harmless from and against any and all expenses, losses or damages resulting from or relating to Operator's operation and maintenance of the well, equipment, road and related activities on the property, provided however Operator does not indemnify OWNER for expenses, losses or damages resulting from OWNER's conduct on the Property.

This Agreement shall be for as long as the above captioned well is operated by Operator, its successors and assigns, and for a period of one year after the abandonment of the well during which time Operator shall have the right to remove all facilities and other fixtures installed pursuant to this agreement. Upon abandonment of the well, Operator agrees to restore the surface of the lands to as near as condition as it was prior to Operator's operations in accordance with COGCC Rules.

The terms of this written Agreement and Side Letter shall constitute the full agreement between the parties hereto and no modification or amendment of this Agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, this Release is voluntarily entered into and executed this 22nd, day of May, 2008.

OWNER:

  
Russell J. Miller

OPERATOR:

Elm Ridge Exploration Company, LLC.

BY:

  
Michael J. Finney, Agent

  
Melissa M. Miller

NOTARY PUBLIC

STATE OF Oklahoma )  
 )ss.  
COUNTY OF Grant )

The foregoing instrument was acknowledged before me this 17 day of June, 2008, by Russell J. Miller and Melissa M. Miller.

Witness my hand and official seal.

My Commission Expires:

01-10-09

  
Nicky Cless  
Notary Public



NOTARY PUBLIC

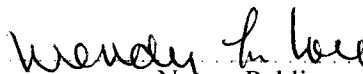
STATE OF COLORADO )  
 ) ss  
COUNTY OF LA PLATA )

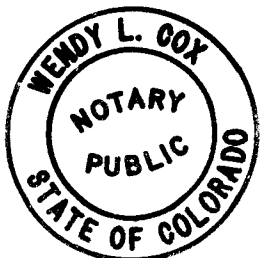
The foregoing instrument was acknowledged before me this 25th day of June, 2008, by Michael J. Finney, as agent for Elm Ridge Exploration Company, LLC.

Witness my hand and official seal.

My Commission expires:

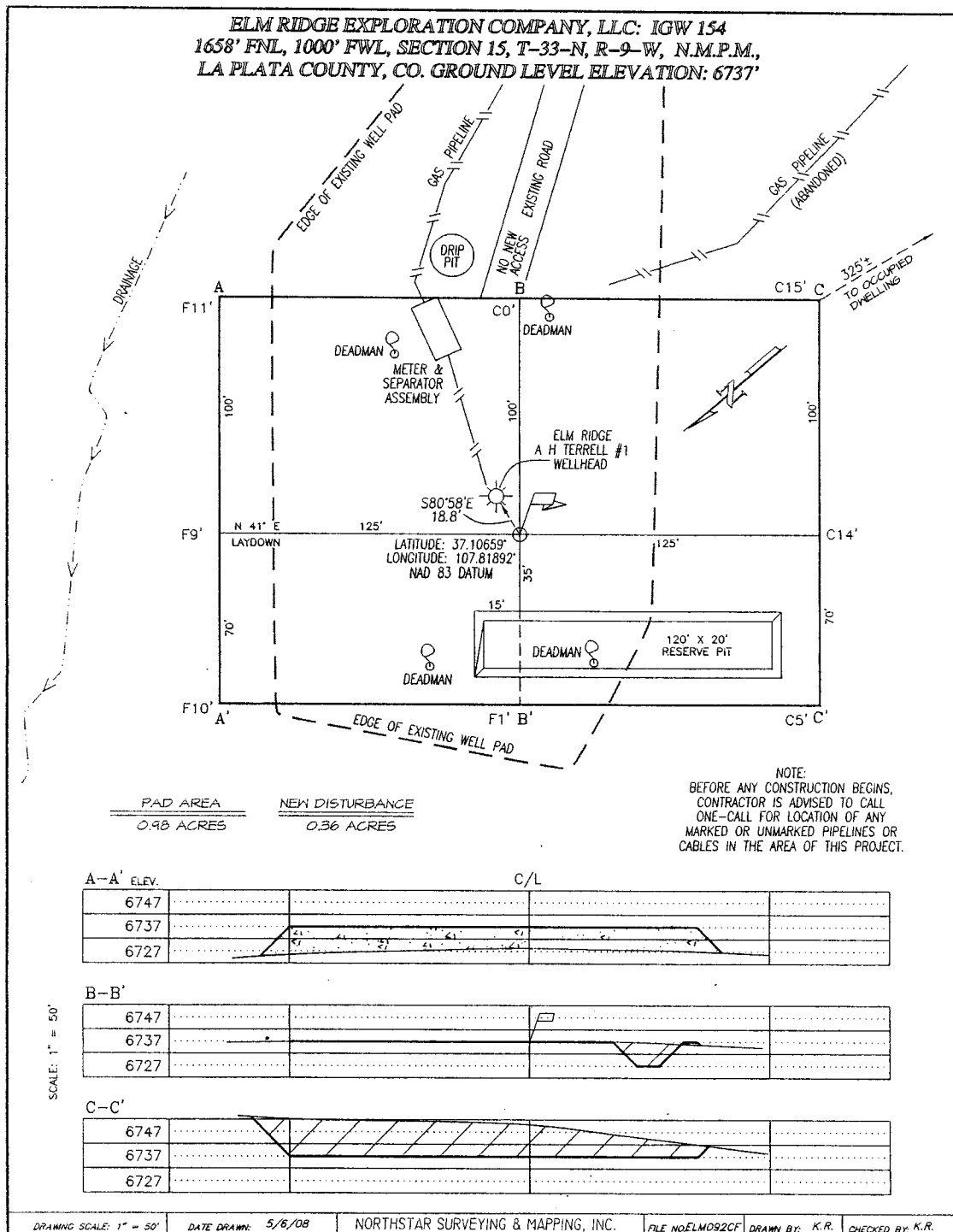
11/9/2010

  
Wendy L. Cox  
Notary Public



## EXHIBIT "A"

Attached to and made a part of that certain Surface Damage Agreement & Release dated May 22, 2008, by and between **Russell J. Miller and Melissa M. Miller** (hereinafter "OWNER", whether one or more), and **Elm Ridge Exploration Company, LLC.** (hereinafter "Operator").



Signed for Identification:

**OWNER:**

Russell J. Miller

Melissa M. Miller

**Elm Ridge Exploration Company, LLC.**

BY:

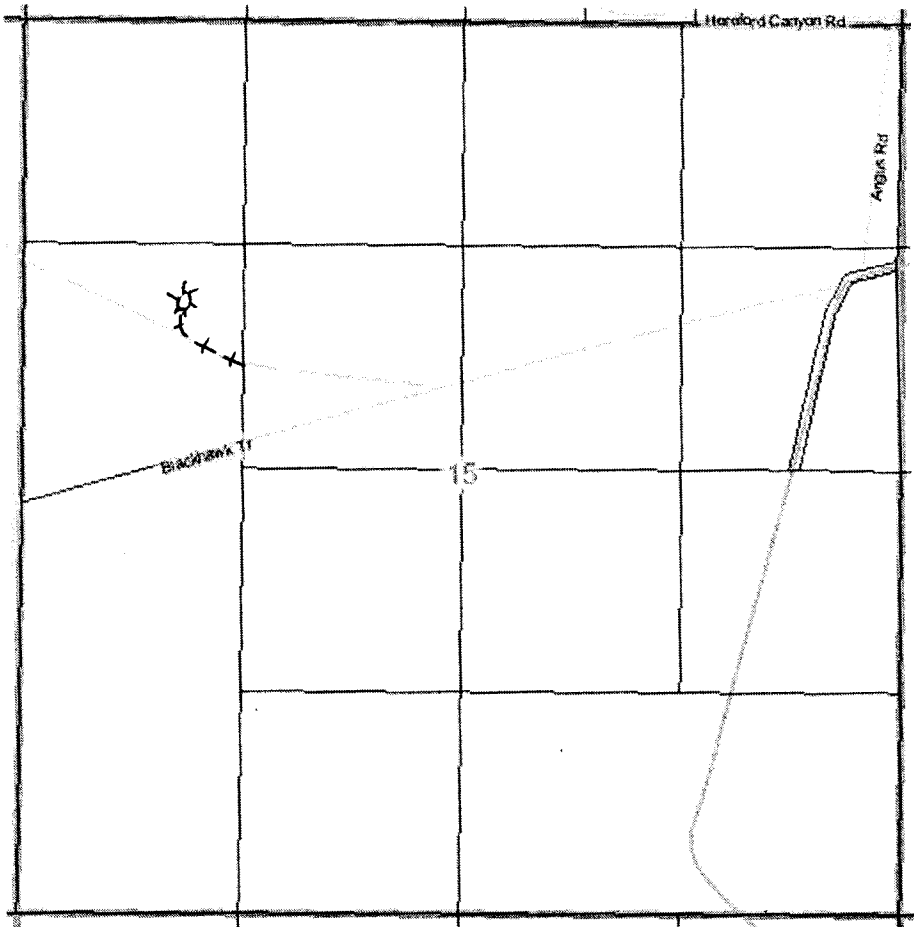
Michael J. Finney, Agent

EXHIBIT "B"

Attached to and made a part of that certain Surface Damage Agreement & Release dated May 22, 2008, by and between **Russell J. Miller and Melissa M. Miller** (hereinafter "OWNER", whether one or more), and **Elm Ridge Exploration Company, LLC.** (hereinafter "Operator").


Description:     Township 33 North, Range 9 West, N.M.P.M.  
                      Section 15: SW/4NW/4


A Twenty feet (20') wide road easement across a portion of OWNER's property as shown below:

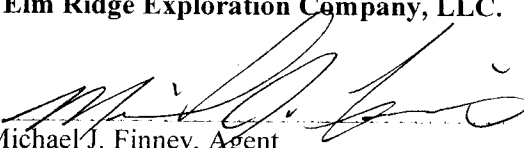


★ WELLPAD  
→ → → ROAD EASEMENT

Signed for Identification:

OWNER:  
  
\_\_\_\_\_  
Russell J. Miller

  
\_\_\_\_\_  
Melissa M. Miller

Elm Ridge Exploration Company, LLC.  
BY:   
\_\_\_\_\_  
Michael J. Finney, Agent



**SPECIAL WARRANTY DEED**

**Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America**, having an address at 13455 Noel Road, Suite 600, Dallas Texas 75240, ("Grantor"), for and in consideration of the sum of **One Hundred Ninety-Seven Thousand Five Hundred And No/100 Dollars (\$197,500.00)**, and other good and valuable consideration in hand paid to Grantor herein by **Krysten L. Moore**, having an address of **730 Black Hawk Trail, Ignacio, CO 81137**, ("Grantee(s)") receipt of which is hereby acknowledged and confessed; has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto Grantee(s) all of the following real property ("Property"), described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

which has a street address of: **730 Black Hawk Trail, Ignacio, CO 81137.**

**THIS CONVEYANCE IS MADE BY THE GRANTOR SUBJECT TO THE FOLLOWING EXCEPTIONS:**

- a. Discrepancies, conflict in boundary lines shortage in area and encroachments which would be disclosed through a correct and proper survey or physical inspection of the Property.
- b. Any and all covenants, conditions, easements, reservations, rights of way and restrictions affecting the Property as evidenced by instruments filed in the public records of the county wherein the Property is located.
- c. Any water rights, claims or title to water, in, on or under the land, or ditches or ditch rights, water share, water stock, whether shown by public record or otherwise.
- d. Any interest in oil, coal and other minerals or mineral rights, whether express or implied, associated with, or incidental to the ownership of the Property, or the exercise of rights under any oil, gas, coal or mineral reservation, grant on lease and all rights, privileges and easements with respect thereto, or assignments thereof, or interest therein, and;
- e. Real Property Taxes, general assessments and special assessments on the Property being conveyed hereby, becoming due and payable after the date of this Deed.

**GRANTEE(S) by acceptance of the Deed acknowledge(s) that Grantor acquired title to the Property through foreclosure, deed in lieu of foreclosure or other means of enforcement of a lien in favor of the Grantor and/or assigns. Grantor while in title, has not been in actual physical possession of the Property, and therefore, the Property is being sold to Grantee(s), and Grantee(s), by acceptance of this Deed accepts the Property "AS IS", "WHERE IS", without any recourse to Grantor, and with no representations or warranties of any kind or nature being made by Grantor as to the condition, fitness or status of the Property, except as to the special warranties of title as specifically set forth herein.**

**UNOFFICIAL COPY**

**TO HAVE AND TO HOLD** the herein described Property, together with all in singular the rights appurtenances thereto belonging unto the said Grantee(s), Grantee(s)' heirs, legal representatives, successors and assigns forever. Grantor does hereby bind itself and its successors and assigns to **WARRANTY AND FOREVER DEFEND** the Property described herein, unto the said Grantee(s) and Grantee(s)' heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming the same or any part thereof, by, through or under Grantor, but not otherwise.

EFFECTIVE AS OF THIS 21 DAY OF April, 2011

**GRANTOR:**

**Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America, By Castle Stawiariski, LLC, as Attorney-in-Fact**

By Elizabeth Marcus Moore

By: Managing Attorney, Elizabeth  
Marcus Moore, Esq.  
Attorney Reg. No: 16092

**STATE OF COLORADO**

**CITY AND COUNTY OF DENVER**

The foregoing Special Warranty Deed was acknowledged before me this 21<sup>st</sup> day of Apr. 11 2011 by Elizabeth Marcus Moore Esq. as Managing Attorney for Castle Stawiariski, LLC, as Attorney-in-Fact for **Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America.**

Witness my hand and official seal.

My Commission expires: August 26, 2013

Kimberly D Prochnio  
Notary Public

[SEAL]



**EXHIBIT "A"**

**Legal Description**

The SW1/4NW1/4 of Section 15, Township 33 North, Range 9 West, N.M.P.M., La Plata County, Colorado.

Together with that certain parcel of land in the NW1/4SW1/4, Section 15, Township 33 North, Range 9 West, N.M.P.M., La Plata County, Colorado and more particularly described as follows:

Beginning at the West 1/4 Corner of Section 15, Township 33 North, Range 9 West, N.M.P.M.  
Thence South 89° 59' 00" East, along the North line of the said NW1/4SW1/4, 736.71 feet;  
Thence South 74° 32' 28" West, 373.31 feet;  
Thence South 73° 10' 39" West, 242.63 feet;  
Thence South 73° 34' 50" West, 152.15 feet;  
Thence North 00° 29' 57" East, 213.12 feet to the point of beginning.

Also together with the non-exclusive road easements described in Deeds recorded September 15, 1981 as Reception No. 460760 and October 11, 1977 as Reception No. 413742.

Less and except that certain parcel of land that is in the SW1/4NW1/4, Section 15, Township 33 North, Range 9 West, N.M.P.M., La Plata County, Colorado and more particularly described as follows:

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Thence South 00° 22' 45" West, 153.15 feet;  
Thence North 89° 59' 00" West, along the South line of the said SW1/4NW1/4, 557.78 feet to the point of beginning.

County of La Plata,  
State of Colorado.

UNOFFICIAL COPY