

## **SURFACE DAMAGE AND RELEASE AGREEMENT**

This Surface Damage and Release Agreement ("**Agreement**") is made and entered into this **30<sup>th</sup>** day of May, 2013, by and between Irene Ehler, Clifford Kennie, Milton Kennie, Lawrence Kell and Ronald Kell, William D. Ehler, Gay G. Ehler, Barbara L. Howe and John G. Howe ("**Owner**"), and Bayswater Exploration & Production, LLC, ("**Operator**"); sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands located in Adams County, Colorado as more specifically described as follows ("**Lands**"):

**Township 1 South, Range 68 West, 6<sup>th</sup> P.M.,  
Section 11: Portions of the S/2SE/4**

Operator, and/or its affiliates, owns a working interest in valid leases covering all or portions of the Lands or lands pooled or included in a spacing unit therewith (each a "**Lease**," collectively, the "**Leases**"). Additionally, Operator may have responsibilities under a Joint Operating Agreement ("**JOA**") with respect to the Lands.

2. **OPERATOR'S OIL AND GAS OPERATIONS ON THE LANDS.** Operator intends to drill or cause to be drilled oil and/or gas wells ("**Wells**") from the locations on the Lands, as depicted approximately and outlined in red on Exhibit "A" as Site "A" and "B" attached hereto (the "**Wellpads**"). In order for Operator to drill, construct, complete, produce, maintain, rework, and operate the Wells and all facilities associated therewith, including, but not limited to, access roads ("**Access Roads**"), pipelines, flow lines, separators, tank batteries, electric lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), it is necessary that Operator enter and utilize a portion of the surface of the Lands. Operator shall have the right to drill as many Wells as it determines from each Wellpad within five (5) years of the date of this Agreement, including Wells with bottomhole locations under lands other than the Lands.

3. **LOCATION.** The approximate location of the Wellpads, the Access Roads to the Wellpads and certain other Facilities to be constructed on the Lands are depicted on Exhibit "A". No material changes to the location of the Wellpads, Access Roads, or Facilities shall be made by Operator without the express written consent of Owner and mutually agreed upon compensation. Operator agrees not to locate any Wellpads, Access Roads or Facilities on the Lands other than those identified on Exhibit A, or to use any more of the surface of the Lands than is reasonably necessary to conduct its operations.

4. **CONDUCT OF OPERATIONS.** Operator shall conduct all operations and activities on the Lands as would a prudent operator, and in compliance with all applicable laws and regulations including, without limitation, the regulations of the Colorado Oil and Gas Conservation Commission ("**COGCC**") in the 800 - 1100 series, which are incorporated herein by this reference, and applicable Colorado statutes and case law.

5. **COMPENSATION AMOUNT.** Operator will pay Owner the sum of **[REDACTED]** ("**Amount**") for each Well drilled from either of the Wellpads shown on Exhibit "A" and associated Facilities and Access Roads within thirty (30) days prior to construction of the Wellpad (or spudding if the Well will be

located on an existing drill pad). The Amount shall be deemed full and agreed consideration for all damages caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, drilling, completion, fracing, production and routine maintenance operations associated with the Wells and Facilities. Such damages will include, without limitation, damage to growing crops and crop land; the removal, transportation and care of any livestock; the re-seeding, construction and use of Access Roads; and the preparation and use of the Wellpads. Operator will pay Owner the sum of [REDACTED] for each subsequent major operations for said Wells (refrac, recompletion, deepening, redrilling, etc.) within thirty (30) days prior to the commencement of such subsequent operation. In addition, Operator shall pay Owner all actual damages caused by said drilling and subsequent operations which are not caused or created by reason of the reasonable and customary ingress, egress, rights-of-way, drilling, completion, production and routine maintenance operations associated with the Wells and Facilities..

**6. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, FENCES AND FACILITIES.** With respect to its operations on the Lands, Operator will comply with the following provisions:

**A. Access Roads:**

- (i) Access Roads will not exceed 20 feet in width.
- (ii) Operator will maintain all Access Roads in good repair and condition. Operator shall repair, regrade, and maintain all roads, fences, gates or cattle guards it uses, from time to time, as may be necessary to mitigate the impact of Operator's uses on the quality of such roads, fences, gates or cattle guards.
- (iii) Operator shall have access to the Property only on such roads and routes as are depicted on Exhibit A. Owner may, from time to time, alter the Access Roads and routes, provided that such alterations do not unreasonably interfere with safe and prudent operation and maintenance of the Wells and Facilities, and provided that Owner reimburses Operator for the cost of altering or relocating Access Roads.
- (iv) Operator's access to the Lands shall be limited in scope and duration to activities reasonably necessary for the safe and prudent operation and maintenance of the Wells and Facilities; including drilling, completions, fracing, producing, reworking, and operating the Wells and all Facilities associated therewith in accordance with this Agreement and applicable laws, rules and regulations, except that in the event of an emergency, Operator shall have immediate and unrestricted access to the Lands.
- (v) Operator shall not construct or use any Access Roads on the Lands other than those identified in Exhibit A.

**B. Pipelines and Other Facilities:**

- (i) Operator is authorized to occupy a maximum of two acres for each Facilities Site identified on Exhibit A. If any Facilities Site occupies more than two acres, Operator shall pay Owner additional consideration at the rate of [REDACTED] per additional acre, proportionately reduced.
- (ii) Operator shall locate, build, repair and maintain all tanks, separators, dehydrators, compressors and all other associated oil and gas production equipment and facilities within the Facility Site locations identified in Exhibit A.
- (iii) Operator shall bury all flow lines and other pipelines located outside the Wellpads and Facilities Sites designated in Exhibit A to a depth of forty-eight (48) inches below the surface of the ground. Operator shall segregate topsoil while trenching, and all pipeline trenches shall be backfilled so that the soils will be returned to their original

relative positions and contour. Appropriate pipeline markers shall be installed and maintained to identify the location of all pipelines outside of the Wellpads and Facilities Sites. No pipelines shall be abandoned in place without the written consent of Owner.

(iv) Owner shall have the right to require Operator to relocate flowlines and other pipelines, at Owner's sole cost, after they are installed, provided that such relocation does not unreasonably interfere with Operator's safe and prudent operation of the Wells and Facilities. In the event that Surface Owner requests the relocation of a pipeline or flowline, the Operator shall provide Owner with a reasonable written estimate of the relocation costs within thirty (30) days.

(v) All production tanks shall be adequately bermed to mitigate any foreseeable risk of drainage, leakage or contamination from such tanks.

### C. Surface Restoration

(i) All Lands disturbed by Operator shall be restored, recontoured and reseeded to a condition as near as practicable to their original condition and in accordance with all applicable laws and regulations. All disturbed areas affected by drilling operations, except areas reasonably needed for production operations, shall be reclaimed in a manner that controls dust and minimizes erosion, and shall be completed no later than three (3) months after such drilling operations have been completed. All segregated soil horizons removed shall be replaced to their original relative positions and contour, and shall be tilled adequately to re-establish a proper seedbed. The area shall be treated if necessary and practicable to prevent invasion of undesirable species and noxious weeds, and to control erosion. Reseeding of disturbed areas will be performed during the first appropriate season following operations.

(ii) Operator shall use its best efforts to restore all reserve pit areas to their original contour. Drilling fluids and mud shall be pumped out of the pits and hauled off the premises as soon as practicable after the drilling rig is released. The amount of drilling fluid that may remain in the reserve pit shall not exceed that portion that cannot be suctioned out of the pit by a pump. Each pit shall then be backfilled so that the remaining drilling fluids are drained to one corner and allowed to dry. The dried drilling mud shall then be removed and hauled off the premises. Drilling fluids and cuttings in the reserve pit shall not be disposed of by merely backfilling the reserve pit with soils removed from the pit area.

(iii) Upon cessation of oil and gas production in paying quantities from any Well, such Well shall be promptly plugged and abandoned in accordance with all applicable laws and regulations. All debris, abandoned gathering line risers and flowline risers, and surface equipment shall be removed within six (6) months of plugging a Well. All compaction alleviation, restoration and recontouring of abandoned Wellpads shall be completed within six (6) months after the plugging of all Wells located at each Wellpad, provided that upon the plugging each Well any portion of the Wellpad no longer needed for production operations shall be reclaimed within six (6) months.

(iv) Upon permanent cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator, including Access Roads, will be restored by Operator to their original contour as nearly as is reasonably practicable.

D. Other:

(i) Operator is authorized to occupy a maximum of four acres during drilling and completion operations and two acres thereafter for each Wellpad identified on Exhibit A. If any Wellpad occupies more than four acres during drilling and completion operations or more than two acres thereafter, Operator shall pay Owner additional consideration at the rate of ~~XXXXXXXXXX~~ (XXXXXX) per additional acre, proportionately reduced. Additional acreage is limited to one (1) acre per site.

(ii) Operator will install culverts on the Lands that may be necessary to maintain present drainage and Irrigation otherwise affected by its operations on the Lands.

(iii) If by reason of the activities of the Operator, including, but not limited to, drilling, completing, equipping, fracing and operating of the Wells, there is damage to personal property of the Owner, including, but not limited to, Irrigation wells, fences, culverts, bridges, pipelines, ditches, or Irrigation systems, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged and Operator will repair or replace such items after consultation with the Owner within fifteen (15) days of occurrence.

(iv) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells, including, without limitation, concrete, sack bentonite and other drilling mud additives, sand, plastic, pipe and cable, will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(v) The Wellpads and Facility Sites shall be kept free and clear of all noxious weeds, unsightly growth and trash at all times, whether during drilling operations or after completion and production.

(vi) All operations and Facilities shall be designed, performed and installed in a manner that minimizes, to the extent practicable, noise, noxious smells and other degradations of environmental quality. Mufflers shall be required for all engines

(vi) All guy line anchors for drilling and completion rigs shall be immediately removed after such work is completed.

(vii) Operator agrees to fence off the perimeter of the Wellpads and Facility Sites with adequate fencing if requested by Owner. Operator will also install cattle guards and/or gates where reasonably necessary.

(viii) Operator shall not object in any forum to a request by Owner to use, annex, zone, rezone, plat or replat all or any portion of the Lands, except to the extent such request is inconsistent with this Agreement. This Agreement shall constitute Operator's written waiver of any such objection.

(ix) All Wells contemplated herein shall be drilled, completed and connected and all associated Facilities shall be installed within five (5) years of the date of this Agreement. In no way shall this provision restrict subsequent operations on the Wells, including, without limitation, refracing, recompletion, reworking, deepening, redrilling, and plugging-back operations. No other Facilities are authorized by this Agreement.

7. **DEFAULT AND RIGHT TO CURE.** In the event of alleged default by Operator in the payment of any of the sums hereinabove provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator of the alleged default, in writing, and Operator will have 30 days from receipt of the written notification in which to cure the alleged default. If the alleged default cannot be cured within 30 days, Operator shall commence the cure within the 30-day period and shall diligently complete the cure within a reasonable time.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breaches.

8. **INDEMNITY/RELEASE.** Owner hereby releases and agrees to hold harmless Operator from any and all liability and further payment claimed by third parties as owners or lessees of the surface of the Lands.

Operator shall indemnify and hold Owner harmless from and against any and all claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees, investigation expenses, mitigation expenses and other costs associated therewith, arising out of or connected with the activities or operations of Operator and its employees, contractors, licensees, invitees and agents on the Lands, including, without limitation, any damages to groundwater or formations containing groundwater, the release or discharge of hazardous substances or the creation or exacerbation of any other environmental liability. Operator shall indemnify and hold Owner harmless from and against any and all damages or injuries to persons or property caused by the willful act or negligence of Operator or its employees, contractors, licensees, invitees and agents or not associated with reasonable, prudent and normal drilling, testing, completion and connection of the Wells, installation or operation of any Facility or any other operations on the Lands, including all costs and expenses (including reasonable attorneys' fees) incurred by Owner.

9. **WAIVER OF 30-DAY NOTICE.** Owner hereby waives the minimum 30-day written notice requirement for operations to begin and any other notice or consultation requirements of the COGCC. Notwithstanding the foregoing, Operator agrees it will provide Owner a complete copy of each of its requests for permit to drill from the COGCC.

10. **NOTICE FOR ADDITIONAL OPERATIONS.** Operator will comply with COGCC rules and regulations requiring that advance notice be provided to Owner for subsequent operations on the Wells, including, but not limited to, reworking operations thereto.

11. **NOTICES.** Notice by either Party will be promptly given, orally if possible (with the exception of the default notice described in Paragraph 7), with subsequent written confirmation (optional) sent by United States mail, postage prepaid and addressed to either Party at the address as designated below; or to such other place as either Party may from time to time designate by notice to the other:

**Owner**

Irene Ehler  
10035 W Royal Oak Rd.  
Apt. GH-1055  
Sun City, AZ 85351  
Phone: (623) 815-3339

**Operator**

Bayswater Exploration & Production, LLC  
730 17<sup>th</sup> St, Ste 610  
Denver, CO 80202  
Phone: (303) 893-2503  
Attn: Mr. Mark Brown

AND

Lynn A. Hammond  
Lynn A. Hammond Law Offices  
200 E. 7<sup>th</sup> St., Ste. 418  
Loveland, CO 80538

12. **BINDING EFFECT.** The covenants and conditions herein contained and all of the provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, representatives, successors or assigns. Owner agrees to contact any and all tenants of Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the Lands. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Lands pursuant to this Agreement.

13. **CONFIDENTIALITY.** The Parties agree to keep the terms and conditions of this Agreement confidential and will not disclose such matters to any third party without the advance written consent of the other, or if ordered to do so in a legal proceeding. While the specific terms hereof are to remain confidential between the Parties, Operator or Owner may record a memorandum of this Agreement in Adams County, Colorado.

14. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective successors or assigns.

15. **TERMINATION.** This Agreement will terminate upon cessation of oil and gas production in paying quantities from the Wells; provided that Operator's indemnities pursuant to Paragraph 8 and Operator's obligations to plug and abandon Wells and to restore and reclaim the Lands pursuant to Paragraph 6 shall be continuing and survive the termination of this Agreement.

16. **REASONABLE ACCOMMODATION.** Owner acknowledges the right to use of the surface estate of the Lands by Operator as herein described are expressly granted to Operator, its successor, and assigns; therefore Owner further acknowledges Operator's use of the surface estate of the Lands as granted herein to Operator shall constitute "reasonable accommodation" by Operator, its successor, and assigns with respect to Colorado revised statute 34-60-127.

17. **COUNTERPARTS.** This Agreement may be executed by facsimile, in counterparts, each of which will be considered an original and enforceable against either Party.

18. **GOVERNING LAW AND VENUE.** This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be proper in Adams County, Colorado.

19. **ATTORNEY'S FEES AND COSTS.** The Parties agree that the prevailing Party in any action resulting from a breach of this Agreement will be entitled to its reasonable attorneys' fees and costs incurred therein.

20. **AUTHORITY OF SIGNATORIES.** The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

21. **MEMORANDUM OF AGREEMENT.** The parties agree that a Memorandum of this agreement may be placed of public record in Adams County, Colorado. The signatories hereto agree that Irene Ehler is vested with authority to sign such memorandum on behalf of all owners.

Owner:

By: Clifford Kennie  
Clifford Kennie

Owner:

By:

Milton Kennle

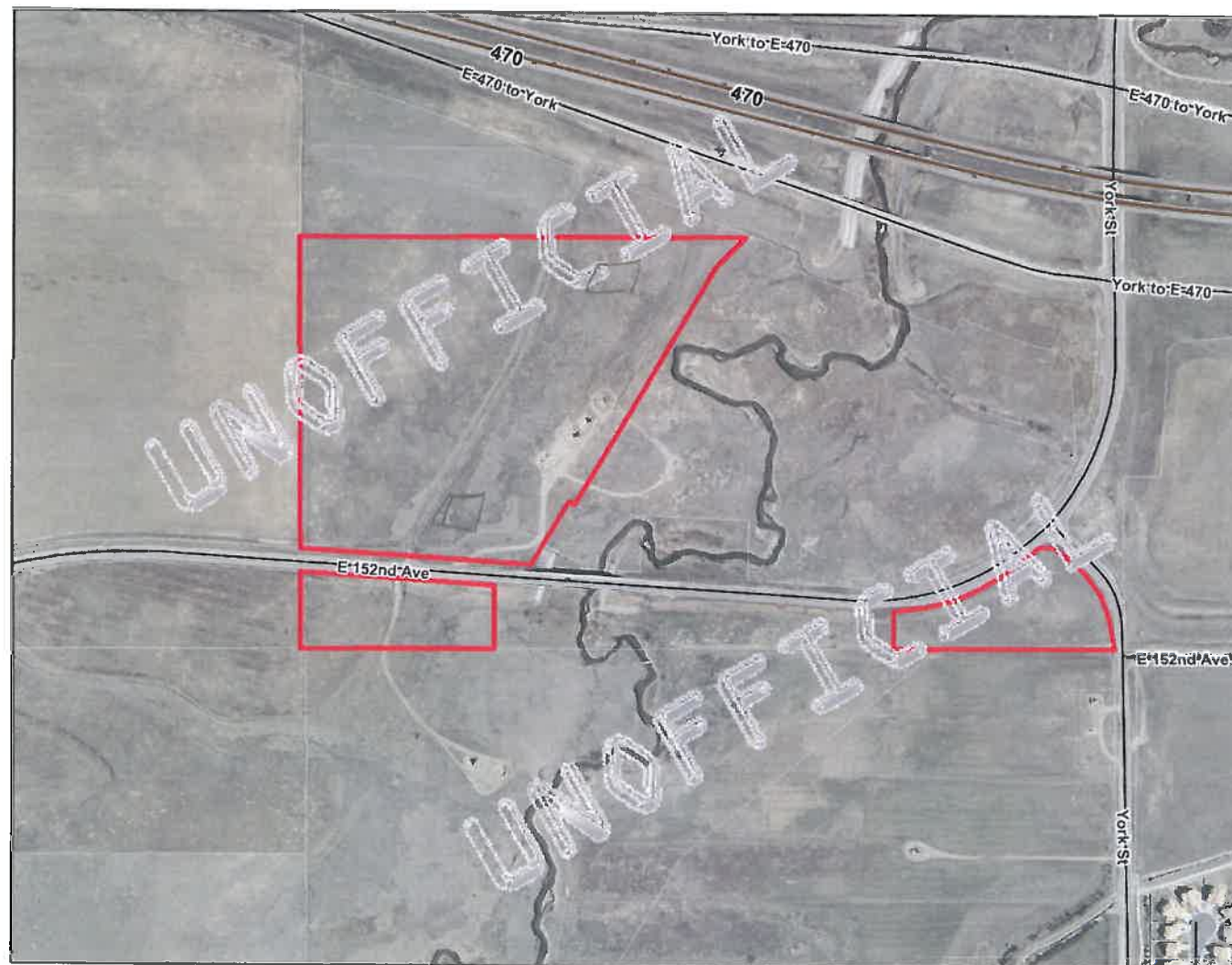


Owner:

By: Lawrence Kell  
Lawrence Kell



## Adams County Web Mapping



### Legend

- County Boundary
- Adjacent Counties
- Township
- Streets
  - Hwy outline
  - Road outline
  - Interstates
  - US, State Hwys
  - Tollways
- Streets/Roads
- Residential Buildings
- Parcels
- 2010 West Aerials
- 2010 East Aerials

0 650 1300 1950 ft.

Map center: 3149917, 1779899



Scale: 1:6,564

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

# ALTA/ACSM LAND TITLE SURVEY

A PART OF THE NORTH 1/2 OF THE SE1/4 OF SECTION 11  
TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6th PM  
ADAMS COUNTY, COLORADO

## LEGEND

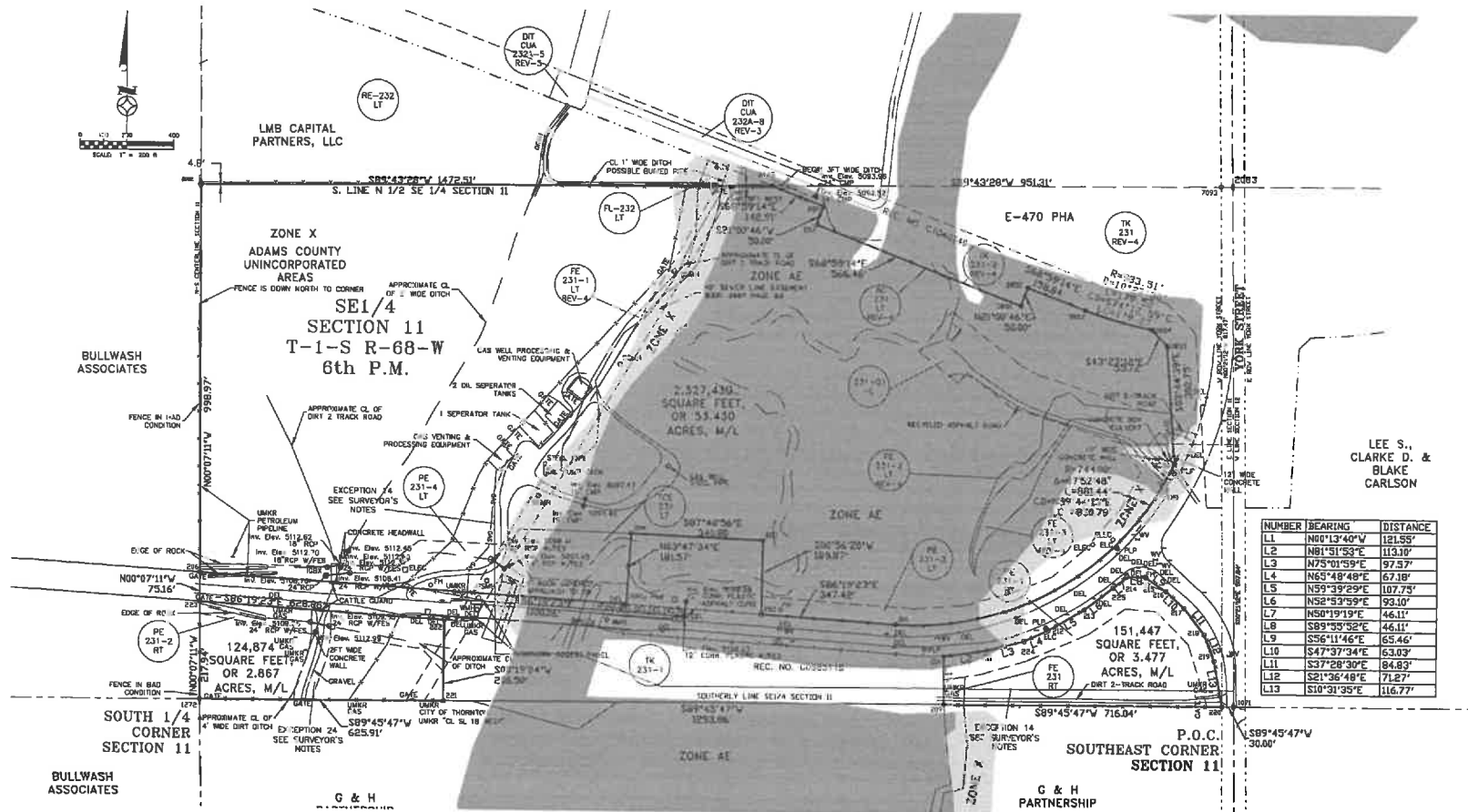
- TK  
222-1  
REV-1  
E470 PHA Parcel Identifier
- E470 PHA Right of way
- E470 PHA Easement
- Plastic Rail Fence
- Barb Wire Fence

## LEGEND

- DEL  
ELECTRICAL CONNECTION
- FLC  
FIRE HYDRANT
- PLP  
POWER AND LIGHT POLE
- POST  
POST SIGN
- SSMH  
SANITARY SEWER MANHOLE
- UMR  
UTILITY MARKER
- VP  
VENT PIPE
- VMH  
WATER MANHOLE

## LEGEND

- WV  
WATER VALVE
- Inv. Elev. 5052.69  
24" RCP  
INVERT ELEVATION AND PIPE DESCRIPTION
- FOUND SURVEY MONUMENT
- SET SURVEY MONUMENT
- FLOOD ZONE X
- FLOOD ZONE AE



NUMBER	BEARING	DISTANCE
L1	N00°13'40"W	121.85'
L2	N01°51'53"E	113.30'
L3	N75°01'59"E	97.57'
L4	N65°48'48"E	67.18'
L5	N59°39'29"E	107.75'
L6	N50°43'59"E	93.10'
L7	N50°19'19"E	46.11'
L8	S89°55'52"E	46.11'
L9	S56°11'46"E	65.46'
L10	S47°37'34"E	63.03'
L11	S37°28'30"E	84.83'
L12	S21°36'48"E	71.27'
L13	S10°31'35"E	116.77'

**western states**  
**SURVEYING, Inc.**  
17551 SOUTH MARKET ROAD, SUITE 205  
PARKER, CO 80138-4468 (303) 941-7468

ALTA/ACSM LAND TITLE SURVEY  
A PART OF THE N 1/2 SE1/4 OF  
SECTION 11  
TOWNSHIP 1 SOUTH, RANGE 68 WEST  
6th P.M., ADAMS COUNTY, COLORADO  
CITY OF THORNTON

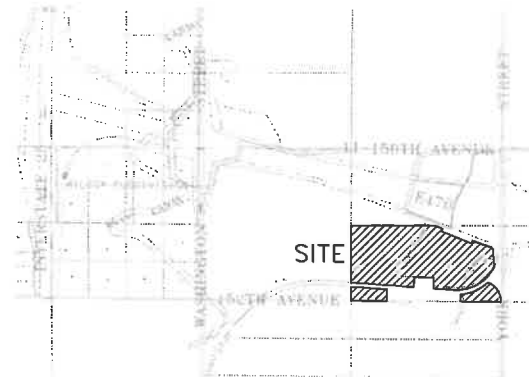
REVISIONS  
BY DATE  
Scale: 1" = 200 ft.  
Field Book: TSCe  
Surveyed by: RD, JH  
Calculated by: AVY  
Drawn by: AVY  
Checked by: AVY

SHEET  
3 of 3  
DATE:  
02/13/06  
JOB NUMBER:  
20101-003

# ALTA/ACSM LAND TITLE SURVEY

A PART OF THE NORTH 1/2 OF THE SE1/4 OF SECTION 11  
TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6th PM  
ADAMS COUNTY, COLORADO

VICINITY SKETCH  
Section 11 T-1-S R-68-W  
Adams County CO



## LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING:  
THAT PORTION CONVEYED TO THE CITY OF THORNTON BY WARRANTY DEEDS RECORDED JUNE 18, 2002 AT RECEPTION NO.3. C0985125, C0985119, C0985122, C0985123, C0985124 AND C0985121; AND EXCEPT THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED TO E-470 PUBLIC HIGHWAY AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RECORDED OCTOBER 18, 2002 AT RECEPTION NO. C1040249, ADAMS COUNTY, STATE OF COLORADO.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON NGS CONTROL POINTS "BARR LAKE" AND "BIG DRY", BEARING NORTH 61°53'11" WEST, 57,094.57 FEET. MONUMENTED BY STANDARD ADAMS COUNTY 3" BRASS SURVEY CAPS, STAMPED "BARR LAKE 1995" AND "BIG DRY 1995" SET IN THE TOP OF 24" ROUND CONCRETE POSTS FLUSH WITH GROUND LEVEL.

## SURVEYOR'S CERTIFICATE

TO CLIFFORD E. KENNIE, MILTON J. KENNIE, LAWRENCE MICHAEL KEIL, RONALD LEE KEIL, IRENE EHLE, WILLIAM DWAYNE EHLE, GAY G. EHLE, BARBARA LOUISE HOWE, JOHN G. HOWE, THE CITY OF THORNTON AND FRONT RANGE TITLE OF DOWNTOWN DENVER, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 10, 11A AND 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS ADOPTED BY ALTA AND NSPS IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

THIS SURVEY IS BASED ON ALTA OWNER'S POLICY BY FRONT RANGE TITLE OF DOWNTOWN DENVER, LLC. ORDER NO. NF00066 DATED FEBRUARY 8, 2006 FOR RECORD TITLE INFORMATION REGARDING PROPERTY DESCRIPTION, RIGHTS OF WAY, EASEMENTS, ENCUMBRANCES, RESTRICTIONS COVENANTS AND AGREEMENTS.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR OR WESTERN STATES SURVEYING, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE:  
1. OWNERSHIP OF THIS TRACT OF LAND.  
2. RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES RECORDED OR UNRECORDED AFFECTING THIS TRACT OF LAND.  
3. COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND.

WSSI JOB NO. 20101-003  
FOR AND ON BEHALF OF  
WESTERN STATES SURVEYING, INC.  
12753 SOUTH PARKER ROAD, SUITE 205  
PARKER CO. 80134  
(303) 841-7436  
ALBERT V. VALLETTA, JR., P.L.S. NO.23524

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

## SCHEDULE B-SECTION 1 EXCEPTIONS:

SCALE 1"=1500'

ITEM	BOOK, PAGE,	DESCRIPTION
01	RECEPTION NO.	
02		THIS ITEM IS NOT ADDRESSED BY THIS SURVEY.
03		THIS ITEM IS NOT ADDRESSED BY THIS SURVEY.
04		REFER TO SURVEYOR'S NOTES FOR INFORMATION, IF ANY.
05		THIS ITEM IS NOT ADDRESSED BY THIS SURVEY.
06		THIS ITEM IS NOT ADDRESSED BY THIS SURVEY.
07		THIS ITEM IS NOT ADDRESSED BY THIS SURVEY.
08	BK 339 PG 197	RIGHT OF WAY GRANTED TO WYCO PIPELINE COMPANY, NOT GRAPHICALLY DEPICTED ON THE SURVEY.
09	BK 362 PG 486	OIL AND GAS LEASE GRANTED TO ROWLEY CLARK, NOT GRAPHICALLY DEPICTED ON THE SURVEY.
10	BK 486 PG 87	OIL AND GAS MINING LEASE GRANTED C. J. MARSHALL, NOT GRAPHICALLY DEPICTED ON THE SURVEY.
11	BK 1920 PGS 54, 56 AND 58	OIL AND GAS LEASES GRANTED ALAN J. BYRON, D/B/A BYRON OIL INDUSTRIES, NOT GRAPHICALLY DEPICTED ON THIS SURVEY
	BK 1994 PGS 463 AND 465	RATIFICATION OF AND JOINDER IN OIL AND GAS LEASE, NOT GRAPHICALLY DEPICTED ON THIS SURVEY.
	BK 2024 PG 820	POOLING AGREEMENT, NOT GRAPHICALLY DEPICTED ON THIS SURVEY.
12	BK 2432 PG 817	INSTRUMENTS PERTAINING TO MINERAL INTERESTS IN THE SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED ON THE SURVEY.
	BK 3927 PGS 829 AND 830	
	BK 5895 PGS 646 AND 648	
	REC. C0755389	
13	BK 2042 PG 484	PIPELINE EASEMENT GRANTED TO NORTHERN GAS PRODUCTS COMPANY.
14	BK 3754 PG 30	PIPELINE RIGHT-OF-WAY GRANT TO ASSOCIATED NATURAL GAS, INC.
15	BK 3889 PG 83	DEED OF PERPETUAL EASEMENT AND GRANT OF TEMPORARY EASEMENT TO CITY OF THORNTON.
16	REC. C0827155	AGREEMENT FOR POSSESSION AND USE TO E-470 PUBLIC HIGHWAY AUTHORITY.
17	REC. C0858102	AGREEMENT FOR POSSESSION AND USE TO CITY OF THORNTON.
18	REC. C0985126	GRANT OF DEED OF PERPETUAL TRANSPORTATION EASEMENT TO CITY OF THORNTON.
19	REC. C0985127	FLOOD EASEMENT GRANTED TO CITY OF THORNTON.
	REC. C1091276	
20	REC. C1040248	ACCESS DEED GRANTED TO E-470 AUTHORITY (NO POINTS OF ACCESS).
21	REC. C1040250	FLOOD EASEMENT GRANTED TO E-470 AUTHORITY.
22	REC. C0835126	GRANT OF DEED OF PERPETUAL TRANSPORTATION EASEMENT TO CITY OF THORNTON.
	REC. C1091277	
23	REC. 2004111-00001139600	SPECIAL WARRANTY DEED TO STARLIGHT RESOURCES, LLC., NOT GRAPHICALLY DEPICTED.
24	REC. 2004111-00001139610	EASEMENT AND RIGHT OF WAY GRANTED TO STARLIGHT RESOURCES, LLC. SEE SURVEYOR'S NOTES.
25	REC. 2004111-00001139620	AGREEMENT RECORDED NOVEMBER 10, 2004.
26		THIS ITEM IS NOT ADDRESSED BY THIS SURVEY.

## FILING CERTIFICATION:

DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF LAND SURVEY PLATS AT PAGE \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_ OF THE RECORDS OF ADAMS COUNTY, COLORADO

BY: \_\_\_\_\_  
CLERK & RECORDER  
DEPUTY CLERK

**Western States**  
**SURVEYING, Inc.**  
WESTERN STATES SURVEYING, INC.  
P.O. BOX 1000  
PARKER, CO 80134-1000 (303) 841-7436

ALTA/ACSM LAND TITLE SURVEY  
A PART OF THE N 1/2 SE1/4 OF  
SECTION 11  
TOWNSHIP 1 SOUTH, RANGE 68 WEST  
6th P.M., ADAMS COUNTY, COLORADO  
CITY OF THORNTON

Scale: 1" = 200 ft.  
Field Book: TSCa  
Surveyed by: RD, JH  
Calculated by: AVV  
Drawn by: AVV  
Checked by: AVV

REVISIONS  
BY DATE

DATE: 02/13/06  
JOB NUMBER: 20101-003

SHEET 1 of 3

# ALTA/ACSM LAND TITLE SURVEY

A PART OF THE NORTH 1/2 OF THE SE1/4 OF SECTION 11  
TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6th PM  
ADAMS COUNTY, COLORADO

## NOTES:

### BASIS OF BEARINGS

THE BEARINGS ARE BASED ON NGS CONTROL POINTS "BARR LAKE" AND "BIG DRY". BEARING NORTH 61° 53' 11" WEST, 57,094.57 FEET, MONUMENTED BY STANDARD ADAMS COUNTY 3" BRASS SURVEY CAPS, STAMPED "BARR LAKE 1995" AND "BIG DRY 1995" SET IN THE TOP OF 24" ROUND CONCRETE POSTS FLUSH WITH GROUND LEVEL.

### MONUMENT RECORDS

THE SECTION AND QUARTER SECTION MONUMENTS RECOVERED DURING THIS SURVEY ARE CONSISTENT WITH MONUMENT RECORDS ON FILE WITH THE BOARD OF ENGINEERS AND LAND SURVEYORS. NEW MONUMENT RECORDS WERE PREPARED DURING THIS SURVEY.

### LAND SURVEY PLAT DEPOSIT

THE BOUNDARIES OF THE SUBJECT PROPERTY WERE MONUMENTED AND SHOWN ON RIGHT OF WAY PLANS PREPARED FOR E470 PHA. THESE PLANS ARE IN THE PROCESS OF BEING DEPOSITED WITH ADAMS COUNTY. THIS LAND SURVEY PLAT WILL ALSO BE DEPOSITED PURSUANT TO CRS 38-51-107.

### CONTROL MONUMENTS AND DATUM

THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO NGVD 29 & ORIGINATE FROM E470 CONTROL POINTS.

### TOPOGRAPHIC DETAIL

AT THE TIME OF THIS SURVEY PORTIONS OF THIS SITE ARE COVERED BY VEGETATION 0.5 TO 2 FEET HIGH.

THE E470 AND RAMP PAVING SHOWN HEREON IS BASED ON E470 PHA DESIGN DRAWINGS. NO ATTEMPT WAS MADE TO FIELD VERIFY THIS INFORMATION AND THIS SURVEY MAKES NO REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.

### IRRIGATION DITCHES

THERE WAS VISIBLE INDICATIONS OF AN IRRIGATION DITCH OR LATERAL ON THE SUBJECT PROPERTY.

### FLOOD ZONE

ACCORDING TO FIRM MAP NUMBER 0800100030 G, WITH EFFECTIVE DATE OF AUGUST 16, 1975 AND REVISED PER LOMR DATED JULY 16, 2004, CASE NO. 03-08-0677P, A PORTION OF THIS PROPERTY FALLS IN SPECIAL FLOOD HAZARD AREAS INUNDATE BY 100-YEAR FLOOD - ZONE AE AND 500-YEAR FLOOD - ZONE X (NO BASE FLOOD ELEVATIONS DETERMINED). PANEL 30 OF 875.

THE LIMITS OF THE FLOOD ZONE HAVE BEEN DELINEATED ON THIS SURVEY, HOWEVER NO GUARANTY IS MADE AS TO THE ACCURACY OF SAID DELINEATION. CONSULT THE DESIGN PLANS PREPARED FOR E470 FOR INFORMATION OF THE RECENT DRAINAGE IMPROVEMENTS.

### UTILITIES

THE UTILITIES WHICH ARE READILY VISIBLE UPON THE GROUND, SUCH AS MANHOLES, POWER AND LIGHT POLES, INLETS, ETC. WERE LOCATED BY FIELD SURVEYS AND SHOWN HEREON. UNDERGROUND UTILITIES ARE BASED ON UTILITY LOCATION MARKS MADE BY OTHERS AND FOUND ON THE SITE. OTHER BURIED UTILITIES MAY EXIST.

### BUILDING AND ZONING

THIS SURVEY DOES NOT SHOW INFORMATION REGARDING BUILDING AND ZONING RESTRICTIONS.

### ACCESS

THIS PROPERTY ADJOINS E470. THERE IS NO INDICATION OF ANY ACCESS TO E470. THERE IS AN ACCESS LIMITATION ALONG THE PROPERTY LINE THAT ABUTS E-470. THERE ARE GATES IN THE FENCE ALONG 152ND AVENUE AND YORK STREET ABUTTING THE SUBJECT PROPERTY THAT COULD BE USED TO ACCESS THE PROPERTY FROM 152ND AVENUE AND YORK STREET.

### MAJOR STRUCTURES

THERE IS NO INDICATION OF BUILDINGS ON THE SUBJECT PROPERTY. THE SUBJECT PROPERTY IS VACANT.

DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA AND ENCROACHMENTS NOTED ON SURVEY, IF ANY.

### SURVEYOR'S NOTES

EXCEPTION 24 IS AN AMBIGUOUS DESCRIPTION, IT APPEARS THAT THE TWO TRACK ROAD WAS INTENDED TO FOLLOW THE EASEMENT AS DESCRIBED IN RECEPTION NO. 20041110001139610.

EXCEPTION 13 IS AMBIGUOUS AND IS NOT GRAPHICALLY DEPICTED.

EXCEPTION 14 IS PARTIALLY ILLEGIBLE BUT THE CENTERLINE OF THE EASEMENT IS GRAPHICALLY DEPICTED AS TO THE BEST DETERMINABLE LOCATION. THE WIDTH OF THIS RIGHT OF WAY GRANT IS NOT NOTED IN THE EXHIBIT AT BOOK 3754 PAGE 30. ALSO THE EXHIBIT INDICATES THAT THE AS-BUILT LOCATION OF THE PIPELINE WAS TO BE THE ULTIMATE LOCATION OF THE RIGHT OF WAY. A DESCRIPTION OF THAT LOCATION WAS NOT PROVIDED. NO GUARANTEE CAN BE MADE AS TO THE CORRECT LOCATION OF THIS RIGHT OF WAY.

THE E470 PHA TCE-231 LT EASEMENT APPEARS TO HAVE EXPIRED.

THE FOLLOWING E470 PHA CONTROL MONUMENT WAS FOUND DURING THE SURVEY

PT NO	NORTH	EAST	ELEV	MONUMENT DESCRIPTION
758	780659.366	152316.430	5101.83	3.25" ALUMINUM CAP
829	782224.575	149545.827	5145.07	3.25" ALUMINUM CAP

THE FOLLOWING LAND SURVEY MONUMENTS WERE SET DURING THE SURVEY

201	779724.69	151355.80	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
202	779806.97	151009.09	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
203	779996.82	151012.20	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
204	780010.60	150671.67	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
205	779829.43	150659.66	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
206	779899.98	149561.87	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
207	780808.10	151147.76	MAG NAIL W/1"	BRASS WASHER STAMPED WSSI PLS 23524
208	780854.39	151162.56	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
209	779583.33	151482.30	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
210	779704.88	151481.82	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
211	773720.88	151593.78	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
212	779773.61	151749.32	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
213	779826.04	151842.31	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
214	779913.64	151952.05	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
215	773913.59	151838.17	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
216	779877.16	152052.57	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
217	779834.68	152059.13	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
218	779767.36	152150.74	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
219	779701.10	152177.00	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
221	779577.98	150138.45	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
222	779784.48	150189.60	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
223	775824.81	149562.03	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
224	779746.08	151688.04	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524
225	779884.20	151916.57	#4 REBAR W/1"	RED PLASTIC CAP STAMPED WSSI PLS 23524

THE FOLLOWING LAND SURVEY MONUMENTS WERE FOUND DURING THE SURVEY

1070	782237.04	152211.98	#6 REBAR W/ 3.25" ALUM CAP STAMPED E 1/4 S11S12 PLS 28664
1071	779586.42	152228.33	2.25" ALUMINUM CAP ON AXLE STAMPED WSSI PLS 23524
1220	779586.335	152198.423	#5 REBAR W/1 1/2" ALUM CAP STAMPED FLATIRON SURV LS 16406
1272	779575.40	149562.55	1" O.D. PIPE W/3 1/4" ALUM CAP STAMPED WSSI PLS 24960 1999
2082	780898.94	149559.79	#6 REBAR W/ 3.25" ALUMINUM CAP STAMPED WSSI PLS 23524
2083	780911.73	152220.15	#6 REBAR W/ 3.25" ALUMINUM CAP STAMPED WSSI PLS 23524
3848	780905.98	151032.24	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
3849	780854.73	151165.66	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
3850	780808.05	151147.74	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
3851	780604.92	151676.55	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
3552	780651.59	151694.50	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
3853	780594.67	151842.76	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
3854	780545.88	152015.29	MAG NAIL W/2" WASHER PLS 24960
3855	780505.340	152053.54	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5284	781242.35	150156.68	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5285	781373.14	149775.50	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5286	781435.86	149558.66	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5287	781975.56	149557.53	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5299	782216.30	148429.35	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5300	782192.38	148525.30	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
5806	781777.05	150596.26	#4 REBAR W/1" RED PLASTIC CAP STAMPED WSSI PLS 23524
8724	782228.58	150723.74	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
9661	780902.93	150399.30	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960
10338	780203.41	152073.29	#6 REBAR W/2.5" ALUM CAP STAMPED E470 PHA PLS 24960

Western States  
SURVEYING, Inc.  
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