

## AMENDED AND RESTATED SURFACE USE AGREEMENT

This Amended and Restated Surface Use Agreement ("Agreement") is entered into and made effective this 24<sup>th</sup> day of October, 2016 ("Effective Date") by and between 70 Ranch LLC, a Colorado limited liability company with an address of 8301 E. Prentice Ave., Suite 100, Greenwood Village, CO, 80111 ("70 Ranch") and Edge Energy, LLC, a Colorado limited liability company having an address of 621 17th Street, Suite 1401, Denver, CO 80293 ("Edge"). 70 Ranch and Edge may be referred to individually as a ("Party") and collectively as the ("Parties"). This Agreement amends and restates in its entirety that Surface Use Agreement, dated as of June 1, 2016, by and between 70 Ranch and Edge.

### Recitals

A. 70 Ranch owns portions of the surface estate of (i) that certain tract of land being a portion of Section 7, Township 4 North, Range 62 West, of the 6<sup>th</sup> P.M., County of Weld, State of Colorado (the "Section 7 Property") and (ii) that certain tract of land being a portion of Section 10, Township 4 North, Range 63 West, of the 6<sup>th</sup> P.M., County of Weld, State of Colorado (the "Section 10 Property"; and together with the Section 7 Property, the "Properties"); and

B. 70 Ranch owns portions of an existing access road beginning at the end of WCR 388 and traversing approximately 7.4 miles in a southeasterly direction to the Section 7 Property (the "Section 7 Access Road") and 70 Ranch has platted an access road on the Section 10 Property; and Edge possesses certain rights to drill, produce, explore and develop the oil and gas estate under the Properties and lands near or adjacent to the Properties (the "Edge Interest"); and

C. Edge wishes to install, construct, maintain, operate, own, repair, replace and remove pipelines, valves, meters and other above-ground appurtenances (the "Pipelines") connecting the wells on the Properties to a third-party pipeline in an alignment mutually satisfactory to Edge and 70 Ranch, subject to a mutually agreed upon and executed Grant of Pipeline Easement (the "Easement"), the form of easement is shown on Exhibit "G", attached hereto and made a part hereof; and

D. Edge wishes to construct, maintain, and operate wells, wellbores, meters, heater treaters, separators, tanks, flowlines, other oil and gas facilities and above-ground appurtenances, (the "Facilities") to be situated on each of the Properties in a defined area not to exceed 6.95 acres, more or less, for the Section 7 Property (the "Section 7 Wellsite") and 10 acres, more or less, for the Section 10 Property (the "Section 10 Wellsite; and together with the Section 7 Wellsite, the "Wellsites"), further depicted on Exhibit "A" and Exhibit "A-1", attached hereto and made a part hereof, together with the Pipelines and Access Roads, further depicted on Exhibit "B" and Exhibit "B-1", attached hereto and made a part hereof; and



E. 70 Ranch and Edge have agreed upon the terms pursuant to which 70 Ranch will provide Edge access to the Properties, the Pipelines and Wellsites pursuant to which operations to be conducted by Edge on the Properties shall be governed; and

F. Edge recognizes that its rights on the surface of the Properties are defined by this Agreement and that certain Amended and Restated Surface Lease Agreement executed contemporaneously by the Parties effective as of October 24<sup>th</sup>, 2016, (the "Lease"). Edge acknowledges that there are no implied easements or other implied rights giving it a greater right of access or use of the Property than the rights that are spelled out in this Agreement, the Easement and the Lease.

### Agreement

NOW, THEREFORE, in consideration of the exchange of covenants set forth herein, and for the sum of [REDACTED] and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 70 Ranch and Edge agree as follows:

1. Definitions.

- a. COGCC – shall refer to the Colorado Oil and Gas Conservation Commission.
- b. Effective Date – shall be the date first above written.
- c. Properties – has the meaning set forth in Recital A.
- d. Performance Standards – has the meaning set forth in Section 6.
- e. Wastewater – produced non-tributary water and frac flow back water produced in connection with the production of oil and gas wells and that may be disposed of in disposal wells.
- f. 70 Ranch Lands- All lands and real property owned by 70 Ranch, LLC, its subsidiaries, successors and assigns as identified in Exhibit H.

2. Purpose. This Agreement allows Edge to construct, use, replace, repair and operate the Wellsites, Facilities and the Access Roads on the Properties for the sole purpose of drilling, exploring, developing and producing, transporting and selling hydrocarbons from oil and gas wells. No other subsurface, or surface use is authorized by this Agreement other than what is expressly granted herein or as provided for in the Lease and the Easement.

- a. No surface or subsurface disposal of any kind is authorized by this Agreement.
- b. This Agreement and the Lease authorize the use of the Properties and the Access Roads only for the activities and purposes described herein and further described in the Lease.
- c. The Easement shall provide for additional rights to Edge, further described therein, to install, construct, maintain, operate, own, repair, replace and remove pipelines, valves, meters and other above-ground appurtenances as related to the Pipelines.

Edge may construct and maintain an access road to a wellsite from the Section 7 Access Road, and in the absence of a constructed road to the Section 10 Property, Edge may construct and maintain an access road from 70 Ranch's proposed subdivision road's access point on WCR 69, which is proposed to begin on the west side of WCR 69, approximately 1,450 feet north of HWY 34, more or less and then commence in a westerly direction for approximately 450 feet, more or less and then curve south and continue in a southerly direction where it will terminate at the north boundary line of Edge's proposed wellsite on the Section 10 Property, (the "Section 10 Access Road"). The Section 7 Access Road and the Section 10 Access Road are together referred to as (the "Access Roads")

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5. Non-Objection, Waivers and Consent. 70 Ranch agrees to grant property line waivers, if required under COGCC Rule 603, to drill wells. 70 Ranch agrees to cooperate with Edge in complying with requirements or regulations that may be necessary to obtain other permits to drill a well on the Properties. 70 Ranch also agrees that it will not object in any forum to the application by Edge for permits to drill wells and operate the Facilities, provided such application is made consistent with this Agreement. Edge also agrees that it will not object in any forum to the application by 70 Ranch for permits or decrees in support of surface development provided such application does not conflict with this Agreement.

6. Performance Standards. Edge shall conduct surface and downhole operations on the Wellsites in strict conformance with the performance standards set forth in this Agreement and in Exhibit "C", attached hereto and made apart hereof (the "Performance Standards"). The Parties agree and acknowledge that the Performance Standards supplement legal and regulatory requirements applicable to Edge's operations. If the application of any Performance Standard would conflict with any legal or regulatory requirement, the more stringent of the Performance Standards or the legal or regulatory requirement shall control. 70 Ranch shall provide written notice to Edge of any potential claim that Edge has failed to conduct its operations in material conformance with the Performance Standards. Edge shall have Twenty (20) days from receipt of such notice to develop a plan to bring their operations into conformity with the Performance Standards provided that any review by 70 Ranch of such plan shall be timely and approval shall not be unreasonably withheld.

a. Edge shall locate the Wellsites in accordance with Exhibit A and Exhibit A-1, as the case may be. The Pipelines and the Access Roads will be located in accordance with Exhibit B and Exhibit B-1, as the case may be. Edge shall not make any use of the Properties or 70 Ranch Lands that is not specified in this Agreement.

7. Reclamation. Edge shall be responsible for the reclamation and revegetation of the Wellsites in compliance with law and regulation in effect at the time the reclamation



activity is performed. Minimum reclamation standards applicable to the Properties under this Agreement are set forth on Exhibit "D", attached hereto and made a part hereof (the "Reclamation Standards").

8. Consultation.

a. Edge may place Facilities on the Wellsites, Edge may access the Wellsites via the Access Roads and, as necessary, build an access road shown from the Access Road to the Wellsites as depicted on Exhibit B and Exhibit B-1, as the case may be. The location of the Wellsites and Pipeline rights of way shown on Exhibit A, Exhibit A-1, Exhibit B, Exhibit B-1 and on the Grant of Pipeline Easement are adopted and approved by the Parties. Edge shall not use any other access ways, well location areas, and pipeline rights-of-way on the 70 Ranch Lands except those shown on Exhibit A, Exhibit A-1, Exhibit B, Exhibit B-1 and those rights-of-way granted in the Grant of Pipeline Easement, without the prior written agreement of 70 Ranch.

b. In exercising its access rights under this Agreement, Edge shall consult with 70 Ranch before mobilizing heavy equipment for drilling wells on the Wellsites. Except in cases of emergency or reasonable necessity, the Parties agree that the consultation for each well to be drilled on 70 Ranch will be conducted not less than seven (7) days prior to the scheduled rig move for drilling of a well, that existing ranch roads will be used exclusively, that all roads other than the Access Roads used and installed by Edge in drilling or servicing wells will be maintained by Edge, and that Edge will not build any roads except in accordance with this Agreement. Edge shall construct all roads used exclusively for its operations to the standards set forth in Exhibit "E" (the "Road Construction Standards"), attached hereto and made a part hereof. Edge shall take timely and appropriate action to ensure that there is no degradation or material decline in road quality or utility to the Access Roads or its exclusive roads by reason of Edge's operations. Edge shall make road repairs as reasonably requested by 70 Ranch.

c. Prior to mobilization or demobilization of a drilling rig or other heavy equipment on the Wellsites and Access Roads, Edge's representative will provide reasonable notice to 70 Ranch, or its representative, as to the specific Wellsites or access road that will be the subject of such operations; all of which will be pursuant to and in compliance with the Exhibits attached hereto. If Edge desires to make changes to or deviate from the Exhibits it shall consult with 70 Ranch as to any such change or deviation. 70 Ranch may approve or disapprove any such deviation from the Exhibits attached hereto at its sole discretion.

d. 70 Ranch hereby waives its right under COGCC Rule 305 to receive notice at least thirty days in advance of the drilling of each Well, provided that Edge has complied with the provisions of this Section 8 applicable to each Well. 70 Ranch agrees to execute a separate waiver for filing with the COGCC, if requested by Edge.

9. Site Restoration.

a. With respect to the restoration of drilling locations and surface disruption for each wellsite on the Lands, upon termination of the Lease, Edge will recontour



the Wellsites and Access Roads constructed by Edge, except that portion of the Access Roads intended to be permanently used by 70 Ranch, to the approximate original contour existing prior to operations.

b. Any topsoil removed during construction of Wellsites and Access Roads built by Edge shall be segregated and kept separate from subsoil, as provided for in the COGCC Series 1002 Regulations or equivalent regulation in effect at the time of the drilling and reclamation activity. After subsoils have been replaced, topsoil shall be restored to its original location and condition as near as possible in the course of restoration activities.

c. Edge agrees to install steel berms and an impervious synthetic liner within the bermed area surrounding separators and production tanks and extending under such equipment, such that any hydrocarbon substances shall be prevented from infiltrating into the soil or groundwater within such bermed area. In the event that an applicable COGCC standard regarding Spill Control, Containment and Countermeasures for wellheads, tanks and other equipment is more stringent, Edge will comply with such COGCC standards.

d. Edge hereby acknowledges that, with respect to the Properties affected by its activities, Edge retains the site restoration responsibility and that it shall comply with the reclamation standards of the Colorado Oil and Gas Conservation Commission. In addition, within 120 days after drilling operations are completed, Edge shall revegetate drill sites, berms, road rights of way, and other areas affected by Edge's activity upon completion of such activities, to the standards set forth in Exhibit D. All revegetation activities shall be accomplished by Edge consistent with the standards included in Exhibit D.

e. Edge hereby indemnifies 70 Ranch from the reasonable cost and expense of such restoration to include attorneys' fees and other costs incurred by 70 Ranch in connection with any matter dealing with site restoration issues for the Properties affected by its activities; provided however that as a requirement for indemnification 70 Ranch must be successful in its claims that Edge did not restore the site as required herein.

f. Notwithstanding the foregoing, within Twenty (20) days of rig release for a particular well drilled on the Lands, Edge will backfill all mouseholes, ratholes and any working pits. Within one hundred twenty (120) days of rig release for a particular well, Edge will backfill reserve pits for that well unless otherwise agreed by 70 Ranch and Edge. If requested by 70 Ranch, Edge will use its commercially reasonable efforts to backfill pits earlier.

g. After drilling and completion operations, and if Edge has no then pending plans to utilize the Wellsites for additional drilling or completion operations, each Wellsites shall be reduced to the minimum size reasonably necessary for safe operation of the producing well(s) and production equipment located thereon, and reclaimed in accordance with the applicable provisions of Exhibit D.

#### 10. Livestock Control.

a. The exterior boundaries of the well pad will be fenced at the cost and expense of Edge to protect livestock from injury due to Edge's wellsite operations.



b. Livestock control measures include, but are not limited to, the installation and maintenance by Edge of cattle guards and/or fences as reasonably requested by 70 Ranch to control livestock movement on the Lands consistent with the normal and usual operations of the 70 Ranch, and Edge's Wellsites.

c. At the conclusion of drilling and completion operations for wells drilled on the Wellsites, Edge and 70 Ranch shall agree on permanent access control measures such as locked gates, signage and such other control measures as may be agreed. The Parties will set forth such agreed measures, if any, in a separate letter agreement.

11. Edge Subcontractors.

a. 70 Ranch acknowledges that Edge uses the services of various contractors in the course of its business. 70 Ranch also acknowledges that the services provided by those contractors are being provided to Edge on an independent contractor basis. Notwithstanding the independent contractor relationship between Edge and its contractors, Edge hereby agrees to use good faith efforts to control the activities of the contractors and any subcontractors while performing work on the Properties, and while transiting to and from the Properties, so as to minimize disruption to the operation of the 70 Ranch and its neighbors and to minimize unacceptable behavior by the independent contractors.

b. To the extent that employees of Edge, Edge's contractors or their subcontractors engage in unacceptable conduct on the Properties or on the 70 Ranch Lands, such as disobeying the 70 Ranch rules posted at each entrance and as identified in Exhibit "F", or other unacceptable or rude behavior to 70 Ranch representatives or employees, 70 Ranch reserves the right to immediately remove and bar such persons from the 70 Ranch. If Edge desires 70 Ranch to lift its bar, it shall provide 70 Ranch with probational actions regarding such person to which 70 Ranch, at its discretion, may accept or reject.

c. Edge shall indemnify 70 Ranch against any act or omission by any contractor, employee, affiliate, or other person acting on Edge's behalf on the Properties or on the 70 Ranch Lands that results in any discharge of a reportable quantity of any regulated substance. In the event of an uncontrolled spill from an Edge well or surface facilities of any quantity, Edge shall immediately notify 70 Ranch and shall be responsible for remediation and cleanup of such spilled substances in accordance with the regulations of the Colorado Department of Public Health and the Environment, or the COGCC, as appropriate.

12. Grant of Pipeline Easement. Edge and 70 Ranch agree to negotiate in good faith to conclude an Easement, substantially in the form attached hereto as Exhibit G, at the time of or prior to the time Edge has obtained all necessary permissions, permits and agreements from any applicable regulatory agencies, gas gatherers and other surface owners along the proposed pipeline route depicted and described in such failure to obtain the necessary permissions, agreements and permits will not be considered a default under this Agreement.

13. Water.



a. 70 Ranch and Edge agree to enter into a water supply agreement under which Edge will purchase its water supply for from 70 Ranch completion operations on the Wellsites, the material terms of which (including without limitation delivered price, duration, timing of delivery, water availability and other material terms) shall be no less favorable to Edge than the terms of other water supply agreements which are then available to Edge for its completion operations on the Wellsites. Edge shall not be obligated by this Section to enter into a water supply agreement on terms that are less favorable to Edge than other water supply options that are then available to it. If Edge asserts that another delivery or storage option then available to Edge is more favorable to Edge than terms offered by 70 Ranch, it shall disclose to 70 Ranch the supporting documentation for such delivery or storage option (consisting of enough information for 70 Ranch to make a reasonable comparison of all-in costs; for example, an itemized bid sheet response to a formal request for proposal or a line item internal cost analysis by Edge), and 70 Ranch shall have the opportunity to provide equal or more favorable terms to Edge, within 14 days. The Parties shall negotiate in good faith and conclude any such agreements as appropriate.

b. Edge recognizes that its proposed Section 7 Wellsite in Section 7-4N-62W is crossed by 70 Ranch's 18" waterline. This waterline is vital to 70 Ranch's agricultural operations. Edge agrees to take all precautions necessary to avoid damaging the line and that it will cover all costs to repair any damage to the waterline due to Edge's activities. Edge also agrees not to place any permanent infrastructure within 20 feet of centerline of the waterline.

#### 14. Default.

a. Should either Party default on any of the obligations set forth in this Agreement, the non-defaulting Party may give the defaulting Party written notice specifying in reasonable detail the nature of the claimed default. The defaulting Party shall have thirty (30) days to cure or commence action which, if diligently pursued, would cure the alleged default, or to contest the existence of the alleged default.

b. Should the defaulting Party fail to cure, commence curative action or contest the existence of the alleged default within such thirty (30) day period, the non-defaulting Party may terminate this Agreement by giving written notice of such termination, which shall be subject to the dispute resolution provision identified herein.

#### 15. Term and Termination.

a. This Agreement will remain in full force and effect for as long as Edge or its successors continues to produce hydrocarbon substances from the Wellsites. Edge may terminate the Lease any time during the Lease term if it has plugged and abandoned all wells and Edge has complied with the requirements pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of this Agreement and existing laws and regulations. When this Agreement ceases to be in full force and effect, the Parties will execute any and all releases necessary to evidence the fact that this Agreement shall no longer apply to the Properties.



b. Notwithstanding the foregoing, this Agreement will terminate on the second anniversary of the Effective Date if Edge has not commenced actual drilling operations on the Wellsites with equipment capable of drilling a well to its permitted depth by that date.

c. If Edge is denied necessary permits, the lack of which will prevent Edge from drilling and operating wells under the Lease and this Agreement, Edge may terminate the Lease and this Agreement. Notwithstanding the above, if Edge has disturbed the surface, it shall remediate such disturbance as required herein. No payments that have been paid shall be refunded.

d. 70 Ranch shall notify Edge in writing of any breach of this Agreement and Edge shall have thirty (30) days to remedy the breach or, at a minimum taken reasonable steps to remedy the breach.

16. Audit. 70 Ranch shall have a right to audit the accounts of Edge to determine whether or not Edge payments have been made properly, up to once every twelve months. Such audit(s) will only be conducted if 70 Ranch has reasonable belief and demonstrates such reasonable evidence to support such belief, that Edge has not paid 70 Ranch accurately or properly. 70 Ranch shall initiate an audit by delivering to Edge an audit request, in writing, specifying a date not less than thirty business days from the date of the audit request letter. 70 Ranch shall conduct its audit in the offices of Edge. Edge shall make available to 70 Ranch all records relating to its operations on the Properties, Access Roads and 70 Ranch Lands. In the event that an audit reveals that Edge has underpaid its royalties by 5% or more, Edge shall reimburse 70 Ranch the cost of the audit and shall pay the shortage, with interest at a 6% annualized rate on the monthly balance of the shortage, within thirty business days. In the event that an audit reveals no shortage of 5% or more, or reveals an overpayment, 70 Ranch shall bear its own cost of the audit. If an audit reveals an overpayment, Edge may recoup the overpaid amounts by withholding one sixth of the overpaid amount from royalty payments that would otherwise be owed for each of the subsequent six months.

17. Environmental Indemnification.

a. Except for 70 Ranch's gross negligence or willful misconduct, Edge will save, indemnify, defend and hold harmless 70 Ranch from any environmental claims relating to the Properties that arise out of Edge's ownership or operation of the Facilities, the Wellsites, its Pipelines, or rights-of-way on the Properties and the 70 Ranch Lands.

18. Mediation and Arbitration.

a. Any claim, disputes or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration.

b. 70 Ranch and Edge shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Requests for mediation shall be filed in writing with the other party to this Agreement. Mediation shall proceed in advance of arbitration which shall be stayed pending mediation. All mediated settlement conferences



shall take place in Denver, Colorado within sixty days of the date of a Party's notice to mediate.

c. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

d. All claims, disputes, controversies, and other matters in question arising out of or relating to this Agreement or the breach, termination, interpretation, or validity thereof that are not resolved by mediation shall be decided by arbitration, which, unless the Parties mutually agree otherwise in writing, shall be in accordance with the Commercial Rules of the American Arbitration Association in effect at the time of the arbitration. The Parties shall share the arbitrator's fee and any filing fees equally. The Parties shall be responsible for payment of their own attorney fees. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. Issues of arbitrability shall be decided by the arbitrator. The arbitrator may not award lost profits, incidental, indirect, consequential, or punitive damages. The arbitrator shall issue a reasoned decision in writing which shall be based on Colorado law relying on the plain language of the contract documents supported by established principles of contract interpretation. The arbitration shall be conducted by a single arbitrator using AAA expedited arbitration procedures. Arbitration hearings shall take place in Denver, Colorado.

e. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof

19. Miscellaneous.

a. All notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery hereunder shall be deemed to have been duly made and the receiving Party charged with notice: (i) if personally delivered, when received, (ii) if sent by telefax, when receipt of the fax has been confirmed by the intended receiving Party, (iii) if mailed, three (3) business days after mailing, certified mail, return receipt requested, (iv) if sent by overnight courier, one day after sending, or (v) via email when such receipt is acknowledged by the recipient.

If to 70 Ranch:

70 Ranch, LLC  
8301 E. Prentice Avenue, Suite 100  
Greenwood Village, CO 80111  
Phone: (303) 773 1005  
Fax: (303) 773-1176  
Attn: Ron von Lembke

cc: Christopher Hayes  
The Hayes Law Firm LLC  
1350 17th Street Suite 450  
Denver, CO 80202



If to Edge:

Edge Energy LLC  
621 17th Ste. 1401  
Denver CO 80293  
Phone: 720-599-3650  
Attn: Steve Enger

b. The Parties agree that the giving of notice to Mr. Hayes shall not constitute notice for the purposes of this Paragraph 19.

c. This Agreement and the transactions contemplated thereby shall be construed in accordance with and governed by the laws of the State of Colorado. The parties hereby submit themselves to the exclusive jurisdiction of the courts of the State of Colorado and to venue in the District Court for Weld County for enforcement of decisions made in arbitration.

d. This Agreement may not be amended or any rights hereunder waived except by a written instrument signed by the Party charged with such amendment or waiver and delivered by said Party claiming the benefit of any such amendment or waiver.

e. When Edge or 70 Ranch is used in this Agreement, it also means its successors and assigns, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of 70 Ranch and Edge and may be executed in counterparts.

f. This Agreement supersedes any and all other agreements between the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date and year first above written.

70 Ranch, LLC

By: 

Robert A. Lembke  
Its: Manager

Edge Energy, LLC

By: 

Steve Enger  
Its: President

APPROVED  
as to  
FORM

Acknowledgements Attached

  
21 Oct 2016



ACKNOWLEDGEMENTS

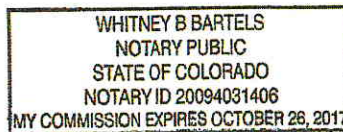
STATE OF COLORADO )

) ss

COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October; before me, personally appeared Robert A. Lembke as Manager of 70 Ranch, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



My commission expires:

10-26-17

Whitney Bartels  
Notary Public

STATE OF COLORADO )

) ss

CITY and COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October; before me, personally appeared Steve Enger as President of Edge, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



My commission expires:

may 13, 2017

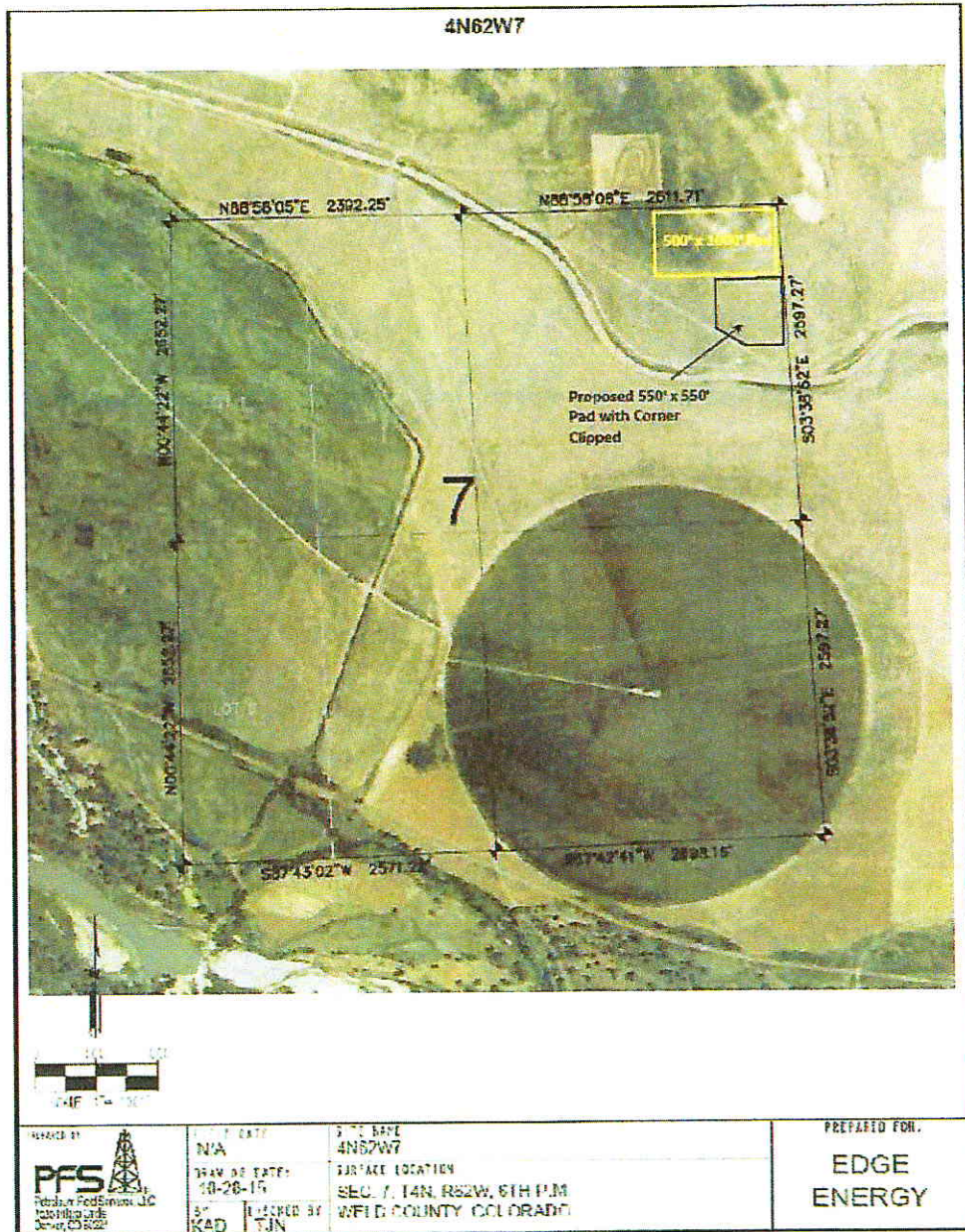
Lisa Albrecht  
Notary Public

## Exhibit "A"

To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.

### The "Section 7 Wellsite"

4N-62W-Section 7  
Weld County, Colorado



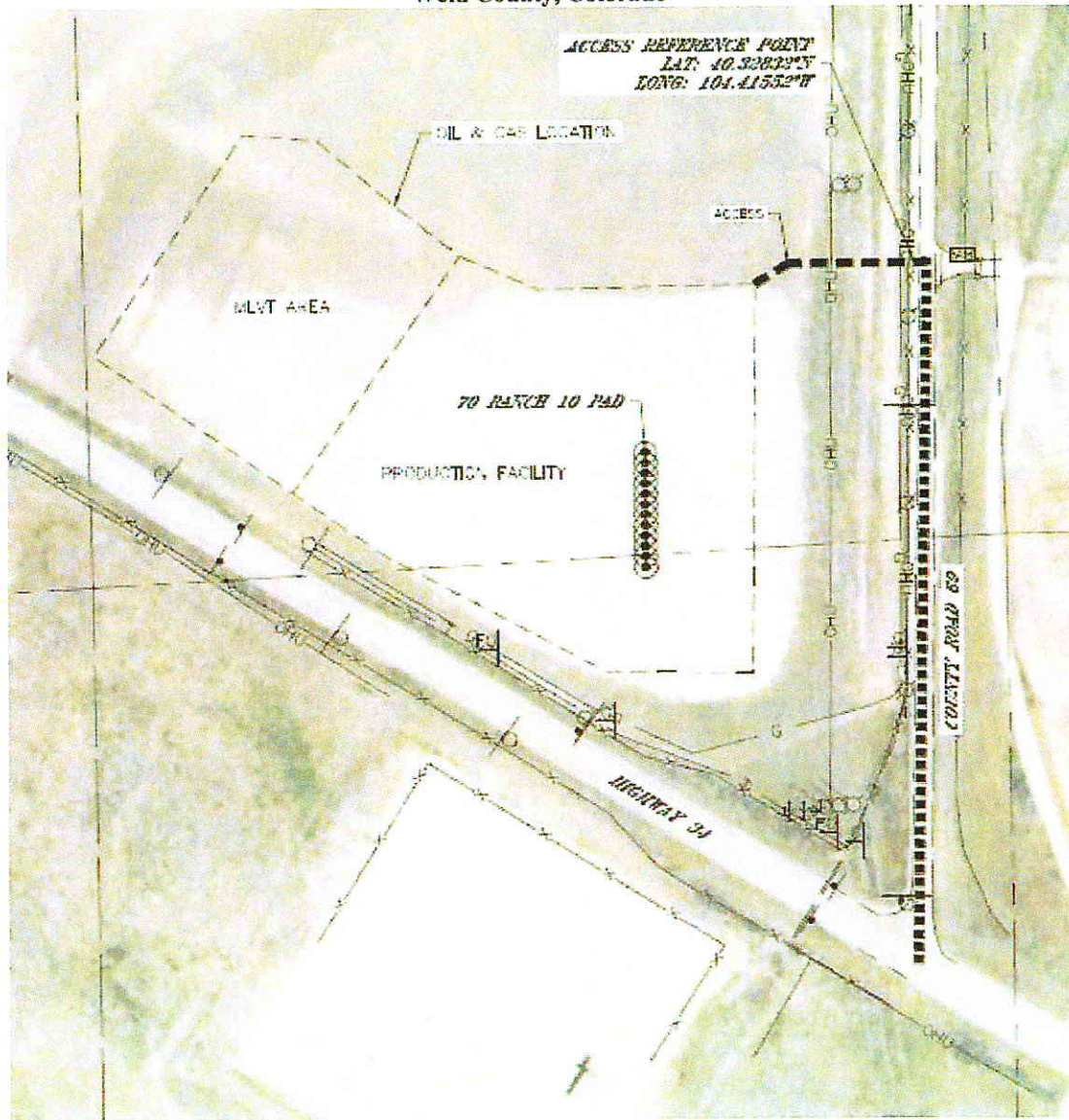


## Exhibit "A-1"

*To that certain Amended and Restated Surface Use Agreement dated June 1st, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### The "Section 10 Wellsite"

4N-63W-Section 10  
Weld County, Colorado

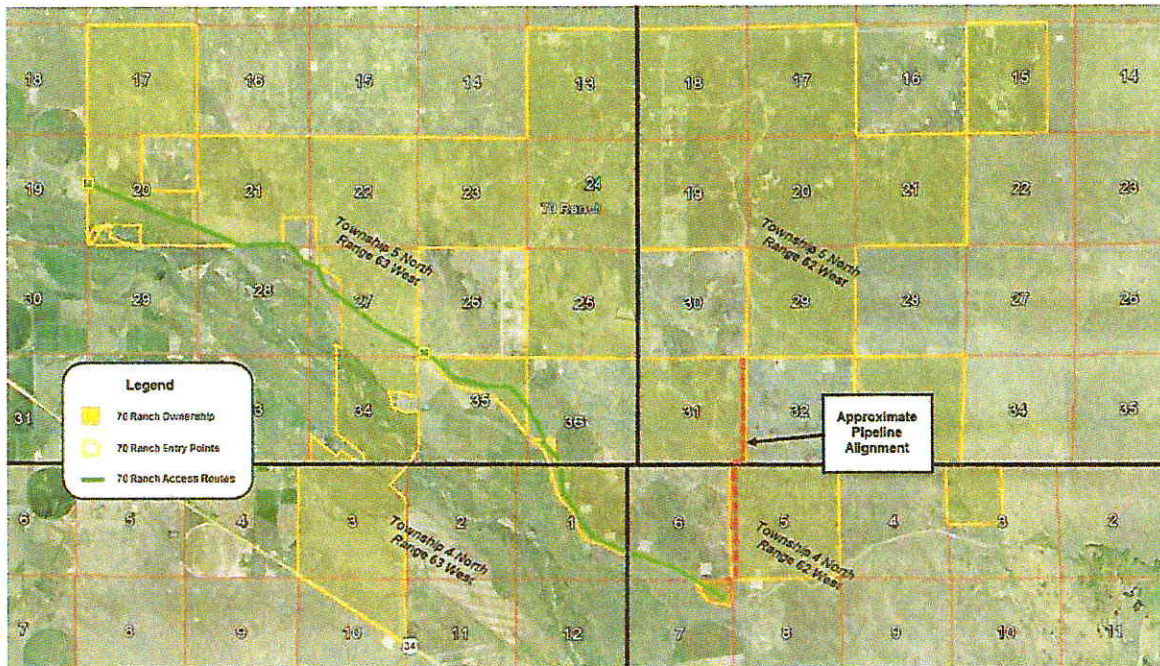


## Exhibit "B"

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### The "Section 7 Access Road" and "Pipelines"

4N-62W, 4N-63W & 5N-63W  
Weld County, Colorado



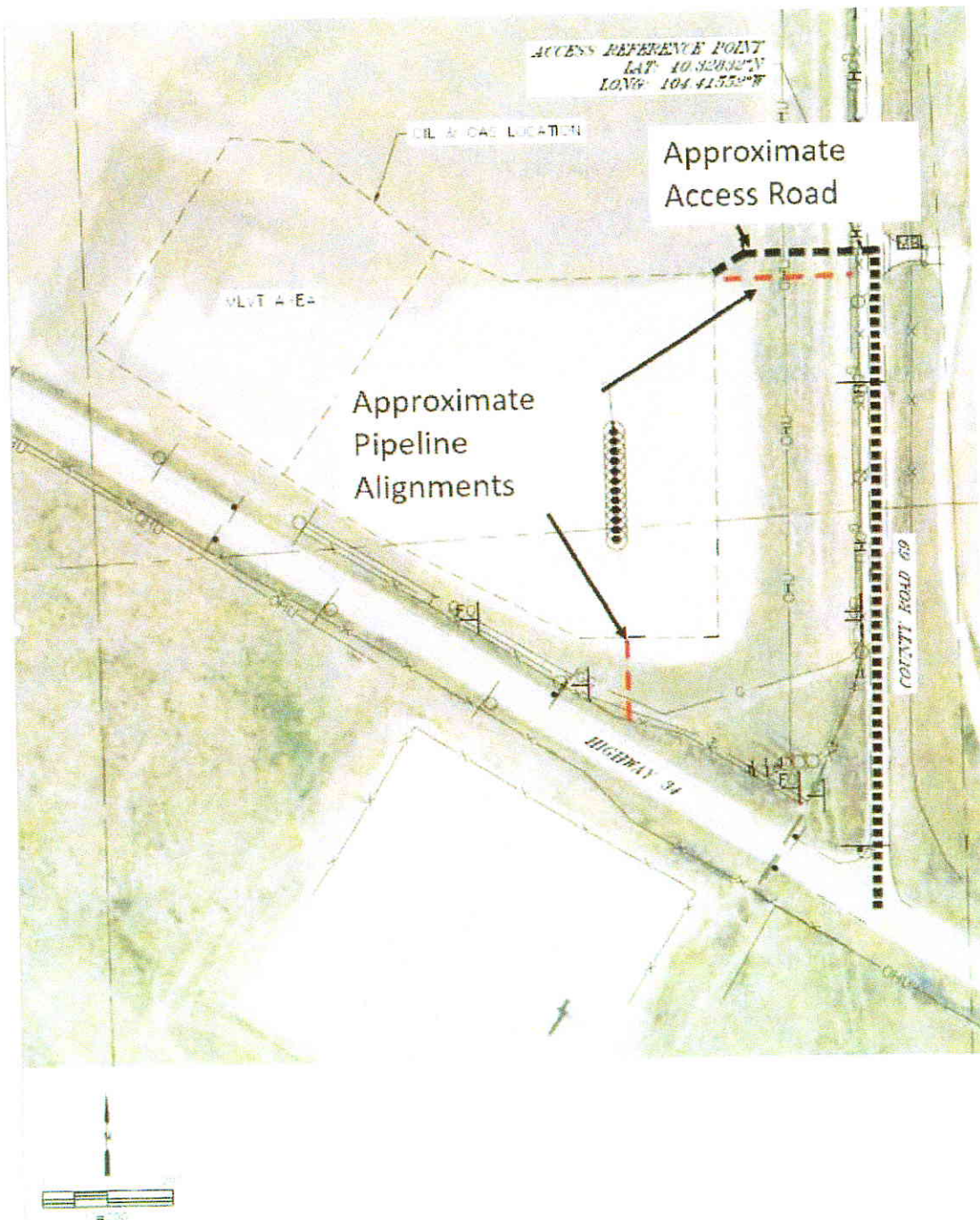


## Exhibit "B-1"

*To that certain Amended and Restated Surface Use Agreement dated June 1st, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### The "Section 10 Access Road" and "Pipelines"

4N-63W-Section 10  
Weld County, Colorado



## Exhibit "C"

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### **The "Performance Standards"**

Pursuant to Section 2 of the Agreement, Edge shall construct, install and maintain the following items on the Edge Lease Lands in accordance with the following guidelines:

1. Wellsites and Facilities. Edge will install and maintain steel containment rings with impermeable liners at all Well sites. All Edge wellheads and facilities will be protected from livestock with well head guards or livestock fencing. Where applicable, Edge may elect, but is not required, to install one or more monitoring wells at its Wellsites or facilities to monitor ground water for TDS and TPH. 70 Ranch consents to the installation of monitoring Wells at Wellsites and will be entitled to test results from the Wells. Edge may use existing water quality monitoring wells on Lands with the consent of 70 Ranch. 70 Ranch will, upon request from Edge, make available existing water quality monitoring data related to the Lands. During drilling on the Lands, Edge will require service providers to park trucks onto a retaining tarp to collect any liquids that might fall from the trucks. If the quantities of spilled fluids are minimal then the service provider will mop up the materials with absorbent cloths. Service providers will use a vacuum truck for any larger spills on the tarp. In either circumstance, any spill will be contained and cleaned up without affecting the surface of the Lands.

2. Flowlines. Edge will install to a depth of four feet, up to four and one half (3 ½) inch steel flowlines that will be coated and wrapped to protect from external degradation. Prior to backfilling operations, the flowlines will be checked for damage to the protective coating. Any damage discovered will be repaired prior to installation to insure flowline integrity. Edge shall pressure check each flowline to not less than 150% of operating pressure annually or monitor flowline integrity on a daily basis to confirm flowline integrity. 70 Ranch will be entitled to review the test results. Edge will repair or replace any line that does not hold pressure during a pressure check operation.



## Exhibit "D"

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### **The "Reclamation Standards"**

Pursuant to Section 6 of the Agreement, Edge will conduct reclamation of Lands affected by Edge's activities in accordance with the following guidelines:

1. Pre-Construction Well Layout. Edge will design the rig footprint based on the existing topography to minimize the surface impact to the greatest extent reasonable. Edge and 70 Ranch shall consult concerning the location and design of the drilling footprint. The drillsite shall be located to minimize surface impact and to allow favorable reclamation, including re-vegetation, following completion operations.

2. Drillsite Preparation. In most instances, a drillsite will be plated with clay and in some situations also with road base to create a pad that will accommodate the heavy nature of drilling and completion tools and subsequent operations. Edge shall consult with 70 Ranch if it intends not to plate a drillsite with clay.

3. Activities. After construction and during the drilling and completion stage, the drillsite will be stabilized and protected for stormwater management and wind erosion using best management practices, including straw mulch, silt fences and/or logs, hydra-cover of dirt piles as advisable.

4. Reclamation Upon Completion of Operations.

Promptly after completion operations, the location will be re-contoured to match the surrounding topography while creating and blending a pad to the prevailing topography for future operations surrounding the well head.

If road base was used to plate the location, this material will be removed.

Clay used for plating and drillsite stabilization will be incorporated into the sandy soils to create a seedbed that is less prone to wind and water erosion than the prevalent sandy soils alone. The clay will improve the seedbed in terms of both future operational impacts as well as water retention for re-vegetation. Sandy areas that are not blended with this clay/sand process will be protected in this interim stage by spraying with flex terra and in the interim a cover crop seed mix for erosion protection.

Depending on the season of the year a cover crop such as winter wheat, rye, sterile millet, oats or another annual cover crop will be established for a cover crop to further protect the location from erosion, weed control and to improve the organic matter of the seedbed.

In the spring or fall the cover crop will be mowed and the mutually agreed upon native seed mix will be sown into the cover crop stubble.

A four-strand barbed-wire fence will be built and maintained around the Facility for protection from livestock until the re-vegetation process is complete.

If the native seed re-vegetation effort fails in whole or in part for any reason, or if the location is re-disturbed with additional heavy equipment for well servicing operations creating additional impact to the drillsite the reclamation process will continue until such time that the site has been successfully reclaimed.

5. Reclamation Success. A site shall be successfully reclaimed when (i) two growing seasons have passed and (ii) the location has reached eighty percent re-vegetation of the applicable Reference Area. A "Reference Area" shall be the surrounding vegetation outside of the fenced area of the Wellsite if that vegetation has not been adversely affected by prior oil and gas activities or hog farming activities (an "undisturbed area"). If the area adjacent to the Wellsite is not an undisturbed area, then the Reference Area shall be an undisturbed area within the same cadastral section as the Wellsite, and an area of similar ecology as the area adjacent to the Wellsite. A Reference Area shall be approximately ten percent the size of the area of disturbance associated with a Wellsite (the "Reference Area"). When the location has reached this level of re-vegetation, the fence will be removed by Edge and the location will be re-introduced to livestock pasturing. If the Parties cannot agree that a site has been successfully reclaimed, then the Parties will ask the Colorado State University County Extension Office to assess the site and determine if the revegetated area has 80% of the vegetative cover of the applicable Referenced Area.

6. Default Seed Mix. The default seed mix shall be the Native Sand Hill Mix which includes most if not all of the native grasses identified in the United States Department of Agriculture Soil Conservation Service soil survey for the Lands described or an alternative Sand Hill seed mix mutually agreed upon by the parties.



## Exhibit "E"

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### **The "Road Construction Standards"**

Edge shall construct and maintain roads used exclusively by Edge for its operations in accordance with the following guidelines:

1. **Pre-Construction Access Road Layout:** Edge will locate and design access roads in coordination with 70 Ranch based upon the existing topography and will seek to minimize the surface impact to the greatest extent reasonable. The Parties will attempt to locate roads in higher areas on Lands, and away from areas used as infiltration basins.
2. **Facility/Well Access Roads.** An access road will be one lane (estimated to be 12 feet) in width and construction shall, at a minimum, include disking the access road to level the vegetation, application of water for stability and packing, plating with 6-10 inches of clay followed by 3-5 inches of 1.5" road base to create a pad that will accommodate the heavy nature of drilling and completion tools. Edge and 70 Ranch may agree to substitute crushed concrete in place of the 1.5" road base as the top plating material. If a Well access road is greater than ½ mile in length, Edge and 70 Ranch may elect to place turn-outs along the road to prevent traffic from meeting and turning out into the grassland. Well access roads will be flat-bladed to the topography and culverts will be placed by Edge as needed to maintain current drainage. Well access roads will be maintained by Edge and shall be kept reasonably free of ruts and potholes by routine maintenance operations. Edge will consult with 70 Ranch on all roads which are constructed to access the Facilities and the Easement.
3. **Abandonment.** Upon plugging and abandonment operations, all roads will be returned to their relative slope, contour and vegetation as set forth in the COGCC Rules including revegetation to the standards described in Exhibit D. Prior to reclamation of an access road that was constructed by Edge, 70 Ranch may elect to retain such access road that is no longer used by Edge for Edge's operations. Upon 70 Ranch's election to retain an access road, 70 Ranch shall take sole responsibility for the maintenance and reclamation of the access road and shall provide evidence of such intent to retain an access road to the COGCC as requested by Edge.

## Exhibit "F"

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*



### 70 RANCH RULES

All persons be advised:

70 Ranch is private property. The roads on 70 Ranch are private roads.

- KEEP GATE SHUT AT ALL TIMES, \$50 FINE.
- OBEY SPEED LIMIT OF 25 MPH, \$100 FINE.
- SPEEDERS GOING 40+MPH, \$250 FINE.
- AGRICULTURAL MACHINERY AND LIVESTOCK HAVE RIGHT OF WAY.
- STAY ON LEASED ROAD.
- OFFICIAL TRAVEL ONLY - NO TRESPASSING.
- DO NOT LEAVE TRASH ON SITE.
- REPORT ALL SPILLS TO 70 RANCH.
- NO SMOKING ON RANCH.
- NO FIREARMS, DOGS, ALCOHOL, OR ILLEGAL DRUGS ALLOWED ON RANCH.
- REPORT ANY AND ALL ISSUES TO 70 RANCH MAINTENANCE SHOP.
- OBEY 70 RANCH OWNERS AND EMPLOYEES.
- ALL TRUCK TRAFFIC MUST USE CHANNEL 30 WHILE ON RANCH.
- FAILURE TO FOLLOW THE RULES CAN LEAD TO REPORTING TO YOUR EMPLOYER AND EXPULSION FROM THE PROPERTY.

By entering 70 Ranch property, you:

- Agree to comply with all posted rules and speed limits.
- Agree to stop and consent to allow your vehicle to be searched for prohibited items and substances when requested by 70 Ranch.
- Consent to citations, fines, and/or other penalties that may be imposed for violations of the 70 Ranch rules and regulations.



## Exhibit "G"

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

### The Form of "Easement"

#### Grant of Pipeline Easement

FOR AND IN CONSIDERATION OF THE SUM OF [REDACTED] and other good and valuable consideration for the pipeline to be constructed under the terms hereof, I/WE.

70 Ranch, LLC  
8301 E Prentice Avenue, Suite 100  
Greenwood Village, CO 80111

Hereinafter referred to as "Grantor" (whether one or more) does hereby grant, to Edge Energy LLC, whose address is 621 17th Ste. 1401, Denver CO 80293, its successors and assigns, hereinafter referred to as "Grantee", a non-exclusive easement, Fifty (50') feet in width (the "Easement"), for the purpose of installing, owning, operating and maintaining one (1) pipeline not to exceed Eight (8") inches, and from time to time, maintaining, repairing, replacing and removing such pipeline and above-ground appurtenances, including: valves, compressors, meters and other above-ground appurtenances, (collectively, the "Pipeline") which are essential to Grantee's operation of the Pipeline for the transportation of oil, gas, petroleum products, produced water, and any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route through the following described land located in WELD County, State of COLORADO, to wit:

Legal Description to be determined.

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**The Easement is more particularly described on Exhibit "A," which is attached hereto and made a part hereof as though fully set forth in this Grant document.** The Grantee shall survey the pipeline contemplated herein as built; from and after the time the Pipeline is built, this Easement shall be limited to 25 feet on either side of the centerline of the actual pipeline as surveyed.

Together with the right of ingress and egress to and from the Pipeline, which shall be limited to Grantee only, on the pipeline easement described herein, or to such other routes as Grantor may agree to from time to time.

No construction may begin until Grantor and Grantee have held an onsite consultation, which shall not be unreasonably delayed. Grantee shall provide sufficient notice to Grantor's representatives to allow the representatives of Grantor and Grantee to hold an onsite consultation on the route, protection and erection of fencing, cattle guards, potential road repairs and other matters not less than seven (7) days prior to the mobilization of heavy equipment to the site. Grantor agrees to reasonably cooperate in good faith with Grantee regarding matters discussed in the consultation.

It is agreed that the pipeline to be laid under this grant shall be constructed a minimum depth of forty-eight (48) inches below the surface of the ground to permit normal cultivation at the time of construction, and Grantor shall have the right to fully use and enjoy the above described premises subject to the rights herein granted.

Grantee agrees to erect markers identifying the pipeline route and reclaim those lands disturbed during construction as nearly as practicable to its original condition and reseed the same as soon as possible. Reseeding activities shall commence no later than 60 days from the date of completion of the pipeline installation. If the reclamation effort fails in whole or in part for any reason, or if the location is re-disturbed with additional heavy equipment for operations or maintenance by Grantee, then Grantee shall continue the reclamation process until such time as those lands have been successfully reclaimed.

Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted permanent right-of-way, and Grantor agrees not to build, construct or create any buildings, structures or engineering works on the herein granted right-of-way that will interfere with the normal operation and maintenance of said line.

Grantee agrees to repair, replace, or at Grantor's discretion, pay to the owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the Easement by keeping said Easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. The initial consideration paid by Grantee to Grantor includes any and all damages that may be sustained by original construction of the Pipeline within the Easement, including without limitation, cutting trees and damages to surface, fences or any other property owned by Grantor. If the property is leased, Grantee will settle actual damages with tenant.

Grantee further agrees that, if at any time, the pipeline settles or causes any settling in the area of the Pipeline, it will make all necessary repairs at Grantee's sole cost and expense and pay damages to crops, improvements, or any facilities or infrastructure affected by such settling, within sixty days of receiving notice of the condition.

The grant is made in consideration that Grantee, its successors and assigns, shall hold Grantor, its successors and assigns, harmless from damages or liability of any character which may arise out of the exercise of the rights herein granted.

The terms, conditions, and provisions of the contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

This Easement shall terminate by its own terms at such time as the line installed in the Easement has been unused for a continuous Twenty-Four (24) month period. Grantee's obligations to abandon and remove the pipe and appurtenant facilities shall survive termination of the Easement, and shall continue indefinitely until such abandonment and removal has been completed and certified by the state or federal agency having jurisdiction.

Grantor and Grantee have executed this Easement contemporaneously with that certain Surface Lease Agreement Dated May 27th, 2016, and that certain Surface Use Agreement dated May 27th, 2016. If a conflict in terms regarding the Pipeline may exist between either the Surface Lease Agreement or the Surface Use Agreement and this Easement, the terms of this Easement shall control.

For and in consideration of the right and uses granted herein, and reasonable surface damages caused by Grantee, Grantee has agreed to provide compensation to Grantor in the amount of [REDACTED] per linear foot of easement and right of way for the Pipeline, to be paid at time of execution of this agreement.

TO HAVE AND TO HOLD said Easement, rights, estates, and privileges unto Grantee, its successors and assigns, as long as said Easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this       day of \_\_\_\_\_, \_\_\_\_\_.



signed, sealed, and delivered in the presence of:

70 Ranch, LLC

BY: \_\_\_\_\_  
Robert A. Lembke  
Its: Manager

Edge Energy LLC

BY: \_\_\_\_\_  
Steve Enger  
Its: President

ACKNOWLEDGEMENTS

STATE OF COLORADO )

) ss

COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_; before me, personally appeared Robert A. Lembke as Manager of 70 Ranch, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:

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

STATE OF COLORADO )

) ss

CITY and COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_; before me, personally appeared Steve Enger as President of Edge, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

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



**Exhibit "A"**

*To that certain Grant of Pipeline Easement dated \_\_\_\_\_,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

[ Description of Pipeline Easement]

**"EXHIBIT H"**

*To that certain Amended and Restated Surface Use Agreement dated October 24<sup>th</sup>, 2016,  
by and between Edge Energy LLC and 70 Ranch, LLC.*

**"70 Ranch Lands"**

**TOWNSHIP 4 NORTH, RANGE 62 WEST OF THE 6TH P.M.**

Section 3: NW1/4  
Section 5: All  
Section 7: All, EXCEPT a strip of land 100 feet wide, being 50 feet on each side of center of track of Colorado Central Railroad Company in the SE1/4SW1/4 of said Section 7 as conveyed to said company in Deed recorded in Book 50 at Page 586.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed to the TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.

**TOWNSHIP 5 NORTH, RANGE 62 WEST OF THE 6TH P.M.**

Section 3: W1/2E1/2  
Section 15: W1/2E1/2, W1/2  
Section 17: All  
Section 18: All  
Section 19: All  
Section 20: All  
Section 21: All  
Section 29: All  
Section 31: All  
Section 33: All

**TOWNSHIP 4 NORTH, RANGE 63 WEST OF THE 6TH P.M.**

Section 1: All  
ALSO EXCEPTING THEREFROM that parcel of land as conveyed to the TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.

Section 3: ALL, EXCEPT a strip of land 100 feet wide, being 50 feet on each side of center of track of Colorado Central Railroad Company in the NE1/4 of said Section 3 as conveyed to said company in Deed recorded in Book 50 at Page 586; and  
EXCEPT a strip of land 200 feet wide on each side of the center line of the railroad of the Union Pacific Railroad Company, as reserved by said Company in Warranty Deed to the



NE1/4 of said Section 3 recorded in Book 201 at Page 52; and  
 EXCEPT that part of NW1/4 of said Section 3 conveyed to Rose Park in Quit Claim Deed recorded in Book 1245 at page 433 described as that portion of land lying and being along the West side of the N1/2 of said section formerly laid out as a county road but abandoned as such.  
 EXCEPTING THEREFROM a parcel conveyed to Weld County by deed recorded May 26, 1995 in Book 1493 as Reception No. 2440048.  
 ALSO EXCEPTING THEREFROM that parcel of land as conveyed to The TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.

Section 10: ALL, EXCEPT that part of the NE1/4SE1/4 thereof conveyed to the State Department of Highways, Division of Highways, State of Colorado in Special Warranty Deed recorded in Book 1215 as Reception No. 2161552, described as follows:  
 Beginning at a point on the East right of way line of Weld County Road 69 (July 1988) from which the East Quarter corner of said Section 10 bears North 24 degrees 08 minutes 40 seconds East a distance of 258.16 feet; thence North 89 degrees 10 minutes 40 seconds West 44 feet to a point on the West right of way line of Weld County Road 69; thence South 21 degrees 21 minutes 23 seconds West 222.37 feet; thence South 61 degrees 36 minutes 40 seconds West 57.28 feet to a point on the Northeast right of way line of State Highway 36 (July 1988); thence South 57 degrees 36 minutes East continuing along said right of way line 293.45 feet; thence North 10 degrees 29 minutes 30 seconds West 397.59 feet, more or less, to the Point of Beginning.  
 ALSO EXCEPTING THEREFROM that parcel of land as conveyed to The TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.  
 ALSO EXCEPTING THEREFROM that portion of Section 10 conveyed by Deed recorded November 4, 1998 as Reception No. 2651549.

#### TOWNSHIP 5 NORTH, RANGE 63 WEST OF THE 6TH P.M.

Section 13: All  
 Section 17: All  
 Section 20: S1/2, NW1/4; EXCEPT that portion of the S1/2SW1/4 thereof conveyed to the Riverside Reservoir and Land Company in Warranty Deed recorded in Book 401 at Page 237, described as follows:  
 Beginning at a point 200 feet South 87 degrees 25 minutes East of Station 0 of the right of way of the feeder ditch of The Riverside Reservoir, from whence the Northwest corner of said Section 20 bears North 03 degrees 19 minutes West 4492 feet; thence run in an Easterly direction along the Southern boundary of the right of way of feeder ditch 750 feet to a point on the Southern boundary of said of right of way; thence run due South 550 feet, more or less, to a point on the North bank of the South Platte River;

thence run in a Northwesterly direction along the North bank of the South Platte River to the Place of Beginning.

Section 21: All

Section 22: All

Section 23: All

Section 24: All

Section 25: All

Section 27: E1/2, NW1/4, N1/2SW1/4, SE1/4SW1/4 (1) (2)

Section 34: E1/2, E1/2NW1/4; and that part of the E1/2SW1/4 described as follows:

Beginning at a point on the North line of the SW1/4 of Section 34, 1675 feet East of the Northwest corner of said SW1/4, to a point on the North line of the right of way of the Union Pacific Railroad Company;

thence Southeasterly along said North line of said right of way to the East line of said SW1/4;

thence North on said East line to the Northeast corner of said SW1/4;

thence West on the North line of said SW1/4 to the Point of Beginning.

EXCEPTING THEREFROM a parcel conveyed to Weld County by deed recorded May 26, 1995 in Book 1493 as Reception No. 2440048.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed to The TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.

Section 35: ALL

EXCEPTING THEREFROM a parcel conveyed to Weld County by deed recorded May 26, 1995 in Book 1493 as Reception No. 2440048.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed to The TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.

Section 36: SW1/4SW1/4, EXCEPT that part excluded from Patent from the State of Colorado in Book 132 at Page 118, described as follows:

Commencing at a point 1337 North of the Southwest corner of Section 36, Township 5 North, Range 63 West of the 6th P.M.;

thence South 26 degrees 45 minutes East 44 feet;

thence South 32 degrees 32 minutes East 199 feet;

thence South 52 degrees 19 minutes East 192 feet;

thence South 72 degrees 49 minutes East 296 feet;

thence South 50 degrees 20 minutes East 101 feet;

thence South 28 degrees 40 minutes East 503 feet;

thence South 17 degrees 50 minutes East 441 feet to a point 1007 feet East of the Southwest corner of said Section 36; being a strip of land 150 feet wide, 75 feet on each side of above described centerline.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed to The TH Ranch, LLC, a Colorado limited liability company by Deed recorded June 12, 2003 as Reception No. 3072323.



TOWN OF: All of Blocks 4 and 5, and all of Lots C and D;  
HARDIN: TOGETHER WITH all of the vacated alley between Blocks 4 and 5 and Lot C; and all of vacated Castle Avenue between Blocks 4 and 5 and Lot C; and all of vacated Davies Avenue South of Cullen Street; and the Southeasterly half of said vacated Davies Avenue between Cullen Street and Richthofen Street adjacent to said Lot D.  
EXCEPTING from the applicable portions of the lands described in said Parcel 1 the following parcels conveyed to the Colorado Central Railroad Company recorded in Book 30 at Page 237, described as follows:  
In Section 17, Township 4 North, Range 62 West through the SE1/4NE1/4 a strip of land 60 feet wide from the center line of the Colorado Central Railroad on each side thereof; through the NW1/4NE1/4 a strip of land 60 feet in width from the center line aforesaid and on each side thereof;  
through the NE1/4NW1/4 a strip of land 60 feet in width from said center line on each side thereof;  
through the NW1/4NW1/4 a strip of land 100 feet in width from said center line on each side;  
Also, the following described tract in Section 18, Township 4 North, Range 62 West through the N1/2NE1/4;  
a strip of land 130 feet wide measured from the center line aforesaid and on each side thereof;  
Also in Section 7, Township 4 North, Range 52 West a strip of land through the W1/2SW1/4, 150 feet wide from said center line on each side thereof;  
Also in Section 12, Township 4 North, Range 63 West a strip of land 150 feet wide from said center line and on each side thereof through the E1/2SE1/4.  
The following is a description of the center line of the Colorado Central Railroad:  
Beginning at a point on the East line of Section 17, Township 4 North, Range 62 West, 1396 feet South of its Northeast Corner;  
running thence North 81 degrees 30 minutes West 5730 feet to a stake;  
thence North 81 degrees 19 minutes West 36 feet to a stake;  
thence North 80 degrees 38 minutes West 100 feet to a stake;  
thence North 79 degrees 38 minutes West 100 feet to a stake;  
thence North 78 degrees 38 minutes West 100 feet to a stake;  
thence North 77 degrees 38 minutes West 100 feet to a stake;  
thence North 76 degrees 38 minutes West 100 feet to a stake;  
thence North 75 degrees 38 minutes West 100 feet to a stake;  
thence North 74 degrees 38 minutes West 100 feet to a stake;  
thence North 73 degrees 38 minutes West 100 feet to a stake;  
thence North 72 degrees 38 minutes West 100 feet to a stake;  
thence North 71 degrees 38 minutes West 100 feet to a stake;  
thence North 70 degrees 38 minutes West 100 feet to a stake;  
thence North 69 degrees 38 minutes West 100 feet to a stake;  
thence North 68 degrees 38 minutes West 100 feet to a stake;  
thence North 67 degrees 38 minutes West 100 feet to a stake;  
thence North 66 degrees 38 minutes West 100 feet to a stake;

thence North 65 degrees 38 minutes West 100 feet to a stake;  
thence North 64 degrees 53 minutes West 50 feet to a stake;  
thence North 64 degrees 38 minutes West 4562 feet to a stake at the edge of the Platte River, which stake is 1278 feet West and 768 feet South of the quarter corner on the West line of Section 7, Township 4 North, Range 62 West.

The line thus described crosses the section and subdivisional lines as follows

The North and South center line of Section 17 at point 1041 feet South of the quarter corner on its North line.

The West line of Section 17 at a point 682 feet South of the Northwest corner.

The North line of Section 18 at a point 313 feet East of the quarter corner of said line.

The North and South center line of Section 7 at a point 145 feet North of the quarter corner on its section line.

The West line of Section 7 at a point 1361 feet South of the quarter corner on its West line.

EXCEPTING from the applicable portions of the lands described in said Parcel 1 the following parcel:

A tract of land located in the E1/2 of Section 34, and the W1/2 of Section 35, all in Township 5 North, Range 63 West of the 6th P.M., County of Weld, State of Colorado, and being more particularly described as follows:

Commencing at the East Quarter corner of Section 34 and considering the East line of said Section 34 to bear South 00 degrees 00 minutes 36 seconds East and with all other bearings contained herein being relative thereto;

thence South 00 degrees 00 minutes 36 seconds East, 36.00 feet along said East line of the True Point of Beginning;

thence South 86 degrees 09 minutes 00 seconds West, 711.00 feet;

thence North 63 degrees 01 minutes 00 seconds West, 339.00 feet;

thence South 86 degrees 35 minutes 00 seconds West, 86.00 feet;

thence North 29 degrees 35 minutes 00 seconds West, 52.00 feet;

thence North 72 degrees 23 minutes 00 seconds West, 112.00 feet;

thence North 79 degrees 25 minutes 00 seconds West, 99.00 feet;

thence North 00 degrees 00 minutes 00 seconds East, 318.00 feet;

thence North 28 degrees 47 minutes 00 seconds West, 80.00 feet;

thence North 16 degrees 07 minutes 17 seconds West, 70.99 feet;

thence North 28 degrees 28 minutes 58 seconds West, 264.49 feet;

thence North 84 degrees 44 minutes 34 seconds East, 505.83 feet;

thence South 74 degrees 52 minutes 13 seconds East, 1042.77 feet to a point on said East line of Section 34;

thence South 74 degrees 52 minutes 13 seconds East, 31.08 feet;

thence South 00 degrees 00 minutes 36 seconds East, 651.18 feet;

thence South 86 degrees 09 minutes 00 seconds West, 30.07 feet to the True Point of Beginning.

ALL OF SUBJECT PROPERTY LOCATED IN COUNTY OF WELD, STATE OF COLORADO.



(1) Excepting therefrom any part of Section 21, 22, and 27 as may be contained in that Quit Claim deed to the 70 Ranch Investment Trust as recorded April 20, 2007 Reception Number 3470362 of the records of the Weld County Clerk and Recorder.

(2) Excepting therefrom any part of Section 27 as may be contained in the Quit Claim deed to Duane and Brenda Helton as recorded April 26, 2005 Reception Number 3281844 of the records of the Weld County Clerk and Recorder.

(3) Excepting therefrom any part of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 23-5N-63W, containing 80 acres more or less, as recorded under Reception Number 4067513 of the records of the Weld County Clerk and Recorder.