

AGREEMENT REGARDING OIL AND GAS WELLS

THIS AGREEMENT REGARDING OIL AND GAS WELLS (this "Agreement") dated and made effective November 23, 2020, is by and between **K.P. KAUFFMAN COMPANY, INC.**, a California corporation ("KPK" and "Operator"), and **ME Erie, LLC**, a Colorado limited liability company ("Owner" or "Surface Owner"). Operator and Surface Owner may be referred to individually as a "Party" or collectively as the "Parties". The transactions referred to in this Agreement may hereinafter be referred to as the "Transaction".

RECITALS

A. This Agreement pertains to the lands located in Erie, Colorado, as legally described on Exhibit A and Exhibit B attached hereto (the "Property"):

B. Operator operates the following described oil and gas well (the "Well"):

Koch No. 1
API No. 05-123-09204
Section 6
Township 1N, Range 68W
Erie, Colorado

Koch No. 41-6
API No. 05-123-16057
Section 6
Township 1N, Range 68W
Erie, Colorado

C. Operator has permitted the following described oil and gas well:

I&J 1-6-7H
API No. 05-123-32921
Section 6
Township 1N, Range 68W
Erie, Colorado

D. Operator is the owner of certain oil and gas interests in and under the Property.

Owner is the surface owner of the Property and intends to develop the Property for a residential development. Owner desires to develop the Property free of any impediments to such development resulting from Operator's exploration, development and production of minerals on the Property.

E. To accomplish the foregoing, and pursuant to the terms of this Agreement, Operator has agreed to forego further surface development on the Property, to plug and abandon the Wells, remove the associated tank battery, and release and relinquish any and all right, title and interest to the surface of the Property, all as more particularly provided herein.

F. Nothing herein shall be construed to include any relinquishment or extinguishment of KPK's mineral rights or mineral leasehold interests (other than related Surface Rights), if any, associated with the relinquished or extinguished Surface Rights.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and mutual promises set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. Plugging and Abandonment of Wells.

1.1 Recitals. The above Recitals are hereby incorporated by reference.

1.2 Notice. Surface Owner shall provide Operator with written notice no later than 15 days following completion of the public hearing ("Notice"). If the Notice is not submitted by Surface Owner on or before December 30, 2022, then this Agreement shall terminate and the Parties shall have no further obligations hereunder.

1.3 Plugging and Abandoning of the Wells. KPK is the operator of record (Operator No. 46290) of two oil and gas wells located in the NE/4 of Section 6, Township 1 North, Range 68 West, 6th P.M., in Weld County Colorado, namely the Kenneth E. Koch No. 1 well (API # 05-123-09204) and the Koch No. 41-6 well (API # 05-123-16057) (the "Wells") and agrees that within ninety (90) days of the submission of the Notice (subject to delays occasioned by conditions or circumstances not within the commercially reasonable, good faith control of Operator) (the "Operator Completion Date"), it shall complete all work to plug and abandon the Wells and remove the tank battery in the NE/4SE/4 of Section 6, T1N-R68W, Weld County, Colorado, along with any and all other facilities and equipment it maintains in the NE/4 of Section 6, T1N-R68W. KPK agrees that it will plug and abandon the Wells in accordance with applicable rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") and other applicable local, state and federal law (collectively, "Applicable Law"), remove all Equipment (as defined below) and will provide Surface Owner copies of duly executed and properly filed Subsequent Report of Abandonment Form 6s with the COGCC evidencing that it has plugged and abandoned the Wells in accordance with this Agreement. KPK shall remove from the Property all fixtures, personal property, equipment and other improvements located on the Property to the extent appurtenant to or used in connection with the Wells, including, without limitation, any pump jack, well equipment, heater-treater, tanks and tank batteries, boilers, buildings, tubing, pumping units, motors, separators, and all other machinery, equipment and improvements used in the operation of the Wells or other equipment (collectively, the "Equipment"). Subject to the exception below, KPK shall remove all existing flowlines and level and grade the surface. To the extent allowed by applicable ordinances and regulations, KPK may abandon any existing flow lines in place in the identified wetlands areas (as depicted in Exhibit A attached hereto) and such other areas as the Parties mutually agree upon. KPK shall ensure that all abandoned flow lines have been disconnected to any wellhead equipment and otherwise are abandoned in place in accordance with applicable COGCC rules. The Parties agree that time is of the essence with respect to the deadline for KPK to plug and abandon the Wells and with respect to filing of its Subsequent Report of

Abandonment Form 6s with the COGCC after completion of plugging and abandonment of the Wells.

a. Reclamation of the Well Sites. Operator shall remediate the sites of the Well, Lines and Equipment in accordance with the terms of the COGCC rules and regulations. Operator agrees to leave the Well site in a rough graded condition, and the Surface Owner shall be responsible for any other required surface land reclamation pursuant to an executed Surface Owner Waiver and Consent Agreement attached hereto as Exhibit B. Operator agrees to cap the Wells at a depth designated by Surface Owner, in its reasonable discretion, due to Surface Owner's need to grade the Property in the future and install appropriate below grade infrastructure and improvements, provided Operator shall not be required to cap the Wells at a depth greater than 10 feet below the surface.

1.4 Costs for Plugging and Abandoning: The Parties expressly agree that the costs incurred in connection with plugging and abandoning of the Well, all activities under Section 1.2 and the reclamation of the Property shall be the sole responsibility of the Operator and that said costs have been considered in reaching an agreed-upon Consideration Amount (as defined and as set forth below).

ARTICLE 2. Release and Relinquishment of Surface Use and Easement Rights. In consideration for the Payments set forth below and the other terms and covenants of this Agreement, KPK hereby releases, relinquishes and disclaims any and all right, title and interest to any easement on or across the NE/4 of Section 6, T1N-R68W, any right, title and interest to make any use of the surface and 500 foot of depth from the final finished grade of the site of the NE/4 of Section 6, T1N-R68W under any surface use agreement, including but not limited to that certain Surface Use Agreement between K.P. Kauffman Company, Inc. and I&J Partnership, LP dated March 7th, 2008 and recorded in Weld County, Colorado at Reception number 3544520, and the First Amendment to Surface Use Agreement dated February 25, 2011 recorded in Weld County, Colorado at Reception Number 3754486, and any right, title and interest to otherwise make use of the surface of the NE/4 of Section 6, T1N-R68W for any purpose except for performing operations to timely plug and abandon the Wells and remove the tank battery and other equipment it maintains on the surface of the Property, and except to the extent KPK needs to use the surface of the Property to comply with any obligations under any applicable law, rule and regulation of the COGCC or any other governmental agency or entity. Following the plugging and abandonment of the Wells, the removal of the tank battery and other equipment maintained by KPK on the Property, the abandonment of flow lines in place and the grading of the surface, KPK shall have no rights, and expressly releases, relinquishes and disclaims any rights to the surface, to use the surface of the Property under any surface use agreement, to use any easement on or across any portion of the Property, or to make any other use of the surface of the Property for any purpose except to the extent necessary to comply with any applicable law, rule or regulation. Notwithstanding the foregoing and anything to the contrary herein, provided there are no surface disturbing activities conducted on the Property, the Operator shall retain all of their right, title and interest to develop and produce the oil, gas and other minerals, of any nature or kind, underlying the Property, through diagonal and/or horizontal development methods from well locations off the surface of the Property, provided such locations comply with Applicable Laws, including, without limitation, in accordance with the setbacks per the then-existing rules of the COGCC, any local municipality for residential structures.

ARTICLE 3. Consideration Amount. The total consideration to be paid to KPK by Surface

ARTICLE 4. Payment Timeline.

4.1 The initial closing ("Initial Closing") shall occur within ten (10) business days after

Payment") of the Consideration Amount as an initial non-refundable downpayment for relinquishment of KPK's rights associated with the permitted I&J 1-6-7H well located in the NE/4NE/4 Section 6, T1N-R68W, Weld County. The Initial Closing Payment shall be paid by wire transfer of good funds to a bank account designated by KPK.

4.2 Within ten (10) business days of receiving the Surface Owner's Notice, Operator shall file a Notice of Intent to Abandon Form 6 with the COGCC. Within five (5) business days from the date KPK provides Surface Owner with a copy of the Notice of Intent to Abandon Form 6s filed with the COGCC giving KPK's notice of intent to plug and abandon the Wells, Surface

4.3 Within five (5) business days of KPK completing the plugging and abandonment of the Wells, removing the tank battery and providing Surface Owner with a copy of its Subsequent Report of Abandonment Form 6s duly and properly filed with the COGCC, Surface Owner shall

ARTICLE 5. Environmental Liability/Indemnity.

5.1 As the owner and operator of the Wells and associated Pipelines, KPK shall remain responsible for any and all environmental contamination associated with its oil and gas operations within the Property and shall timely commence and diligently pursue until completion of remediation and approval of such by all appropriate governmental authorities and otherwise KPK shall indemnify the Surface Owner ("Indemnified Party") from any and all environmental claims that may arise with respect to the pollution, contamination or environmental damage of any kind, arising from operations or ownership of the oil and gas leasehold interests associated with the Surface Rights (collectively "Claims" or individually a "Claim"), including all cleanup and remediation costs, fines, penalties and expenses associated therewith, regardless of which operator conducts such removal, cleanup or remediation work (collectively "Losses"). The Indemnified Party seeking indemnification pursuant to this provision shall notify KPK (with reasonable specificity) promptly after it becomes aware of fact supporting a claim or action for indemnification under this Agreement, and shall provide to KPK as soon as practicable thereafter all information and documentation necessary to support and verify any Losses associated with a Claim. KPK shall be responsible to resolve any Claim and pay any Losses. KPK shall participate in and defend, contest or otherwise protect the Indemnified Party against any such Claim by

counsel of KPK's choice at KPK's sole cost and expense; provided, however, KPK shall not make any settlement or compromise without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed) unless the sole relief provided is monetary damages that are paid in full by KPK. The Indemnified Party shall have the right, but not the obligation, to participate at its own expense in the defense thereof by counsel of the Indemnified Party's choice and in any event shall use its reasonable best efforts to cooperate with and assist KPK in its defense. If KPK fails to timely remediate the Property or defend, contest or otherwise protect against a Claim, the Indemnified Party shall have the right to do so, including without limitation, the right to engage remediation contractors of its choice to complete the remediation or make any compromise or settlement of a Claim, and the Indemnified Party shall be entitled to recover the entire cost thereof from KPK, including, without limitation, all costs associated with any remediation, reasonable attorneys' fees, disbursements and amounts paid as a result of such Claim.

ARTICLE 6. Representations and Warranties.

6.1 Operator hereby represents and warrants to Surface Owner as follows:

a. Operator is a corporation duly organized, validly existing and in good standing under the laws of California, and is duly authorized by the Colorado Secretary of State to do business in the State of Colorado.

b. The execution, delivery and performance of this Agreement have been duly and validly authorized by all requisite company action on the part of Operator.

c. ~~This Agreement constitutes the legal, valid and binding obligation of Operator, enforceable in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and other laws for the protection of creditors, as well as to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.~~

d. The consummation of the transactions under this Agreement will not result in the breach of any term or provision of, or constitute a default under, any existing contract or undertaking to which the Operator is a party or by which the Operator's property is bound.

e. The Wells are is not presently under, and Operator has received no notice of any, investigation by any federal, state, local or any other governmental agency regulating environmental, oil or gas laws applicable to the Wells.

f. Operator warrants that this Agreement contemplates and encompasses without exception all Wells, flowlines, tanks and associated equipment that it owns and operates on the Property.

6.2 Surface Owner hereby represents and warrants to Operator as follows:

a. The execution, delivery and performance of this Agreement and the transactions described herein have been duly and validly authorized.

b. This Agreement constitutes the legal, valid and binding obligation of Surface Owner, enforceable in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and other laws for the protection of creditors, as well as to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

c. The consummation of the transactions under this Agreement will not result in the breach of any term or provision of, or constitute a default under, any existing contract or undertaking to which the Surface Owner is a party or by which the Surface Owner's property is bound.

ARTICLE 7. Miscellaneous.

7.1 Expenses. Except as otherwise specifically provided, all fees, costs and expenses incurred by the Parties in negotiating this Agreement or in consummating the transactions hereunder, shall be paid by the Party incurring the same, including without limitation, engineering, land, title, legal and accounting fees, costs and expenses.

7.2 Attorney's Fees. In the event any claim is brought for breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney fees and costs. KPK agrees and acknowledges that should it fail to comply with its obligation to timely plug and abandon the Wells, Surface Owner, without waiver of any other remedies available at law or equity, shall be entitled to seek specific performance and KPK agrees in such an event it will not contest that specific performance is an appropriate or available remedy.

7.3 Duty to Effectuate. The Parties agree to perform any lawful, additional acts as are reasonably necessary to effectuate the purposes of this Settlement, including signing such further instruments as may be reasonably necessary thereto.

7.4 Amendment. This Agreement may not be amended nor any rights hereunder waived except by an instrument in writing duly executed by both Parties hereto.

7.5 Severability. If any term, condition or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either Party. Upon determination that any term, condition or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.6 Entire Agreement. This Agreement constitutes the entire contract and agreement between the Parties.

7.7 Notices. All notices required by the terms of this Agreement shall be deemed to have been properly served and given when received by the following methods: first class mail,

postage prepaid, overnight courier, or personal delivery. The addresses for such notices are as follows:

OPERATOR:

K.P. KAUFFMAN COMPANY, INC., a California corporation
1675 Broadway, Suite 2800
Denver, Colorado 80202
Attn: Avi Mehler
Telephone: 303-825-4822
Facsimile: 303-825-4825
Email: Amehler@kpk.com

SURFACE OWNER:

ME Erie LLC, a Colorado corporation
7353 S. Alton Way, Suite A-100
Englewood, CO 80112
Attn: Chris Elliott
Telephone: 303-770-9111
Email: celliott@e5xmanagement.com

With a Copy to:

JPS LAW GROUP
1700 N. Lincoln St., Suite 2430
Denver, CO. 80203
Attention: Jep Seman
Telephone: 720-377-0703
Facsimile: 303-832-4818
E-Mail: jseman@jps-law.net

7.8 Counterparts/Electronic Signatures. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. PDF electronic signatures shall be considered binding, except to the extent required for recordation in the real property records.

7.9 Governing Law. This Agreement and any arbitration or dispute resolution conducted pursuant hereto shall be construed in accordance with, and governed by, the laws of the State of Colorado without reference to the conflict of laws principles thereof.

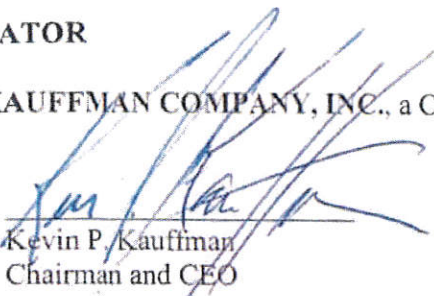
7.10 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective affiliates, related parties, successors and assigns.

7.11 Force Majeure Events. For purposes of this Agreement, severe adverse weather, restrictions imposed by governmental authorities or inability or delay in obtaining permits or governmental approvals despite the commercially reasonable efforts of a Party are force majeure events ("Force Majeure Events") giving rise to reasonably delays in performance by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OPERATOR

K.P. KAUFFMAN COMPANY, INC., a California corporation

By: 
Name: Kevin P. Kauffman
Title: Chairman and CEO

SURFACE OWNER:

ME Erie, LLC, a Colorado corporation

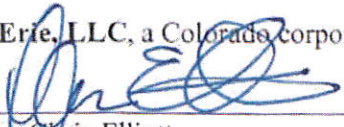
By: 
Name: Chris Elliott
Title: Manager

EXHIBIT A
127.57 Acres

LOT B, 2ND AMENDED RECORDED EXEMPTION NO 1467-06-1 2ND AMRE-3402, RECORDED MAY 16, 2005 AT RECEPTION NO. 3286322, BEING LOCATED IN THE E 1/2 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPT THAT PORTION DESCRIBED IN DEED OF DEDICATION RECORDED JULY 30, 2007 AT RECEPTION NO. 3493478.

EXCEPTING RIGHT-OF-WAY ACQUISITION AREA PER UNRECORDED DOCUMENT.

CONTAINING 5,557,168 SF OR 127.57 AC MORE OR LESS.

EXHIBIT A
185.48 Acres

LOTS A AND B OF RECORDED EXEMPTION NO. 1467-06-3 RE-3844 AS PER THE MAP RECORDED SEPTEMBER 17, 2004 AT RECEPTION NO. 3220110 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

LOTS A AND B OF RECORDED EXEMPTION NO. 1467-06-4 RE-3378 AS PER THE MAP RECORDED OCTOBER 10, 2002 AT RECEPTION NO. 2994975, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING RIGHT-OF-WAY ACQUISITION AREA PER UNRECORDED DOCUMENT.

CONTAINING 8,079,510 SF OR 185.48 AC MORE OR LESS.

LEGAL DESCRIPTION FOR EXHIBIT A

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP IN A RANGE BOX SET BY PLS 25937, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 6, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ILLEGIBLE ALUMINUM CAP IS ASSUMED TO BEAR SOUTH 01°03'09" WEST, A DISTANCE OF 2846.97 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 37°18'31" WEST, A DISTANCE OF 127.82 FEET TO A POINT OF CURVATURE, BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°16'10", AN ARC LENGTH OF 24.16 FEET, THE CHORD OF WHICH BEARS SOUTH 45°04'56" EAST, A DISTANCE OF 21.63 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 01°03'09" WEST, A DISTANCE OF 887.56 FEET;

THENCE NORTH 89°44'32" WEST, A DISTANCE OF 388.42 FEET;

THENCE NORTH 02°31'13" EAST, A DISTANCE OF 351.78 FEET;

THENCE NORTH 50°07'33" WEST, A DISTANCE OF 98.34 FEET;

THENCE NORTH 66°02'35" WEST, A DISTANCE OF 188.09 FEET;

THENCE NORTH 36°35'09" EAST, A DISTANCE OF 94.79 FEET;

THENCE NORTH 25°26'48" EAST, A DISTANCE OF 132.82 FEET;

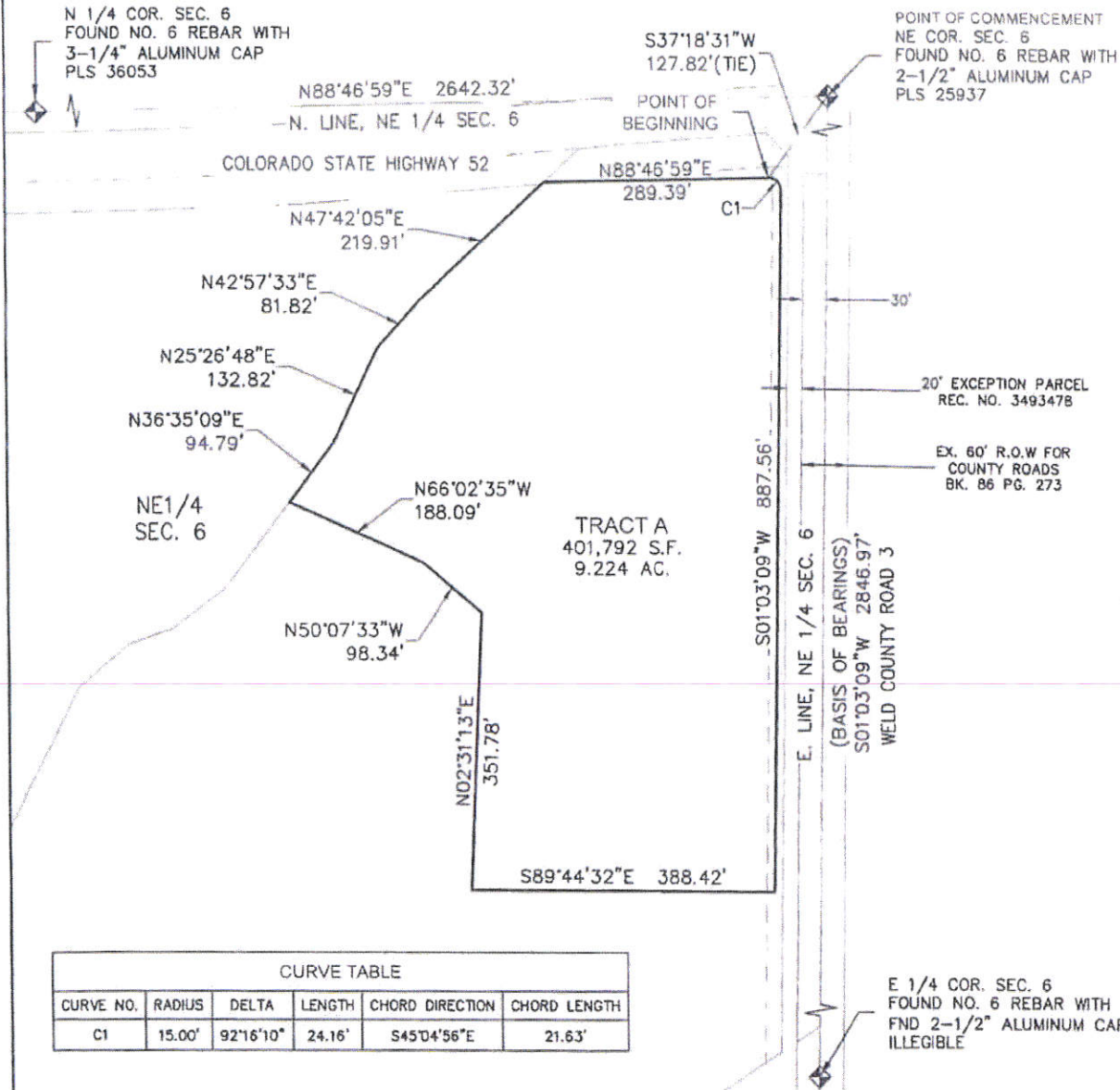
THENCE NORTH 42°57'33" EAST, A DISTANCE OF 81.82 FEET;

THENCE NORTH 47°42'05" EAST, A DISTANCE OF 219.91 FEET;

THENCE NORTH 88°46'59" EAST, A DISTANCE OF 289.39 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 401,792 SQUARE FEET OR 9.224 ACRES, MORE OR LESS.

ILLUSTRATION FOR EXHIBIT A



200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED PARCEL CONTAINS 401,792 SQUARE FEET OR (9.224 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

TOWN OF ERIE, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
MJP	1" = 200'	
CHECKED BY:	DATE:	JOB NUMBER:
KJK	11/22/2019	8130297201

A PARCEL OF LAND SITUATED WITHIN THE
NORTHEAST QUARTER OF SECTION 6, T1N, R68W,
6TH P.M., TOWN OF ERIE, COUNTY OF WELD,
COLORADO.



WELD COUNTY
ONLINE MAPPING

Exhibit A



Legend

- Parcels
- Weld Oil and Gas Location As:
- Oil and Gas Wells - Active
 - Producing
 - Permit
 - Drilling
 - Injection
 - Shut-In
 - Temporarily Abandoned
 - Waiting on Completion
 - Gas Storage / Monitoring
- Highway
- County Boundary

Notes

T1N-R6SW
Section 6

1,117.1 0 558.55 1,117.1 Feet
WGS 1984, Web_Mercator_Auxiliary_Sphere
© Weld County, Colorado

This map is a user generated static cutout from an Internet mapping site and is for 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.

LEGAL DESCRIPTION FOR EXHIBIT B

A PARCEL OF LAND BEING A PART OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP IN A RANGE BOX SET BY PLS 25937, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 6, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ILLEGIBLE ALUMINUM CAP IS ASSUMED TO BEAR SOUTH 01°03'09" WEST, A DISTANCE OF 2846.97 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 04°28'01" WEST, A DISTANCE OF 1007.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°03'09" WEST, A DISTANCE OF 208.19 FEET;

THENCE SOUTH 56°41'17" WEST, A DISTANCE OF 215.90 FEET;

THENCE SOUTH 36°35'50" WEST, A DISTANCE OF 75.58 FEET;

THENCE SOUTH 19°07'03" WEST, A DISTANCE OF 137.44 FEET;

THENCE SOUTH 41°33'40" WEST, A DISTANCE OF 79.21 FEET;

THENCE SOUTH 60°12'44" WEST, A DISTANCE OF 170.91 FEET;

THENCE SOUTH 38°34'03" WEST, A DISTANCE OF 70.07 FEET;

THENCE SOUTH 15°44'21" WEST, A DISTANCE OF 139.99 FEET;

THENCE SOUTH 09°03'19" EAST, A DISTANCE OF 51.67 FEET;

THENCE SOUTH 42°36'24" EAST, A DISTANCE OF 446.86 FEET;

THENCE SOUTH 26°39'49" EAST, A DISTANCE OF 322.56 FEET;

THENCE SOUTH 08°56'07" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 07°10'60" WEST, A DISTANCE OF 98.77 FEET;

THENCE SOUTH 31°53'16" EAST, A DISTANCE OF 138.71 FEET;

THENCE SOUTH 01°03'09" WEST, A DISTANCE OF 56.77 FEET;

THENCE SOUTH 00°59'17" WEST, A DISTANCE OF 2202.71 FEET;

THENCE SOUTH 89°42'02" WEST, A DISTANCE OF 359.78 FEET;

THENCE SOUTH 51°32'36" WEST, A DISTANCE OF 543.55 FEET;
THENCE SOUTH 89°42'29" WEST, A DISTANCE OF 1787.78 FEET;
THENCE SOUTH 89°49'37" WEST, A DISTANCE OF 1647.46 FEET;
THENCE NORTH 22°39'32" EAST, A DISTANCE OF 2365.40 FEET;
THENCE NORTH 67°22'25" WEST, A DISTANCE OF 50.05 FEET;
THENCE NORTH 22°40'00" EAST, A DISTANCE OF 59.87 FEET;
THENCE SOUTH 67°25'38" EAST, A DISTANCE OF 50.09 FEET;
THENCE SOUTH 80°16'24" EAST, A DISTANCE OF 443.23 FEET;
THENCE SOUTH 23°04'45" EAST, A DISTANCE OF 154.07 FEET;
THENCE SOUTH 00°15'05" EAST, A DISTANCE OF 124.61 FEET;
THENCE SOUTH 33°30'03" EAST, A DISTANCE OF 134.90 FEET;
THENCE NORTH 57°53'03" EAST, A DISTANCE OF 139.02 FEET;
THENCE NORTH 64°37'40" EAST, A DISTANCE OF 57.31 FEET;
THENCE SOUTH 00°56'44" WEST, A DISTANCE OF 24.33 FEET;
THENCE NORTH 79°47'08" EAST, A DISTANCE OF 47.71 FEET;
THENCE SOUTH 81°35'52" EAST, A DISTANCE OF 136.58 FEET;
THENCE NORTH 58°49'22" EAST, A DISTANCE OF 77.11 FEET;
THENCE NORTH 30°51'37" EAST, A DISTANCE OF 131.96 FEET;
THENCE NORTH 04°53'46" WEST, A DISTANCE OF 73.50 FEET;
THENCE NORTH 27°55'32" WEST, A DISTANCE OF 195.02 FEET;
THENCE NORTH 03°00'47" EAST, A DISTANCE OF 42.18 FEET;
THENCE NORTH 46°58'00" EAST, A DISTANCE OF 37.17 FEET;
THENCE NORTH 39°21'31" WEST, A DISTANCE OF 372.62 FEET;
THENCE NORTH 00°52'52" EAST, A DISTANCE OF 2644.60 FEET;

THENCE NORTH 88°46'59" EAST, A DISTANCE OF 567.39 FEET;

THENCE SOUTH 17°59'14" WEST, A DISTANCE OF 192.17 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 6721.00 FEET, A CENTRAL ANGLE OF 06°11'43", AN ARC LENGTH OF 726.73 FEET, THE CHORD OF WHICH BEARS SOUTH 26°55'48" WEST, A DISTANCE OF 726.38 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 89°32'30" EAST, A DISTANCE OF 610.45 FEET;

THENCE SOUTH 01°00'57" WEST, A DISTANCE OF 1019.29 FEET;

THENCE SOUTH 85°34'18" EAST, A DISTANCE OF 518.94 FEET;

THENCE NORTH 01°00'58" EAST, A DISTANCE OF 431.11 FEET;

THENCE SOUTH 89°16'08" EAST, A DISTANCE OF 44.21 FEET;

THENCE NORTH 11°59'32" EAST, A DISTANCE OF 320.16 FEET;

THENCE NORTH 26°06'42" EAST, A DISTANCE OF 358.66 FEET;

THENCE NORTH 26°39'43" EAST, A DISTANCE OF 242.96 FEET;

THENCE NORTH 50°25'08" EAST, A DISTANCE OF 84.05 FEET;

THENCE NORTH 70°51'22" EAST, A DISTANCE OF 60.26 FEET;

THENCE NORTH 52°57'56" EAST, A DISTANCE OF 83.63 FEET;

THENCE NORTH 36°35'09" EAST, A DISTANCE OF 137.73 FEET;

THENCE SOUTH 66°02'35" EAST, A DISTANCE OF 188.09 FEET;

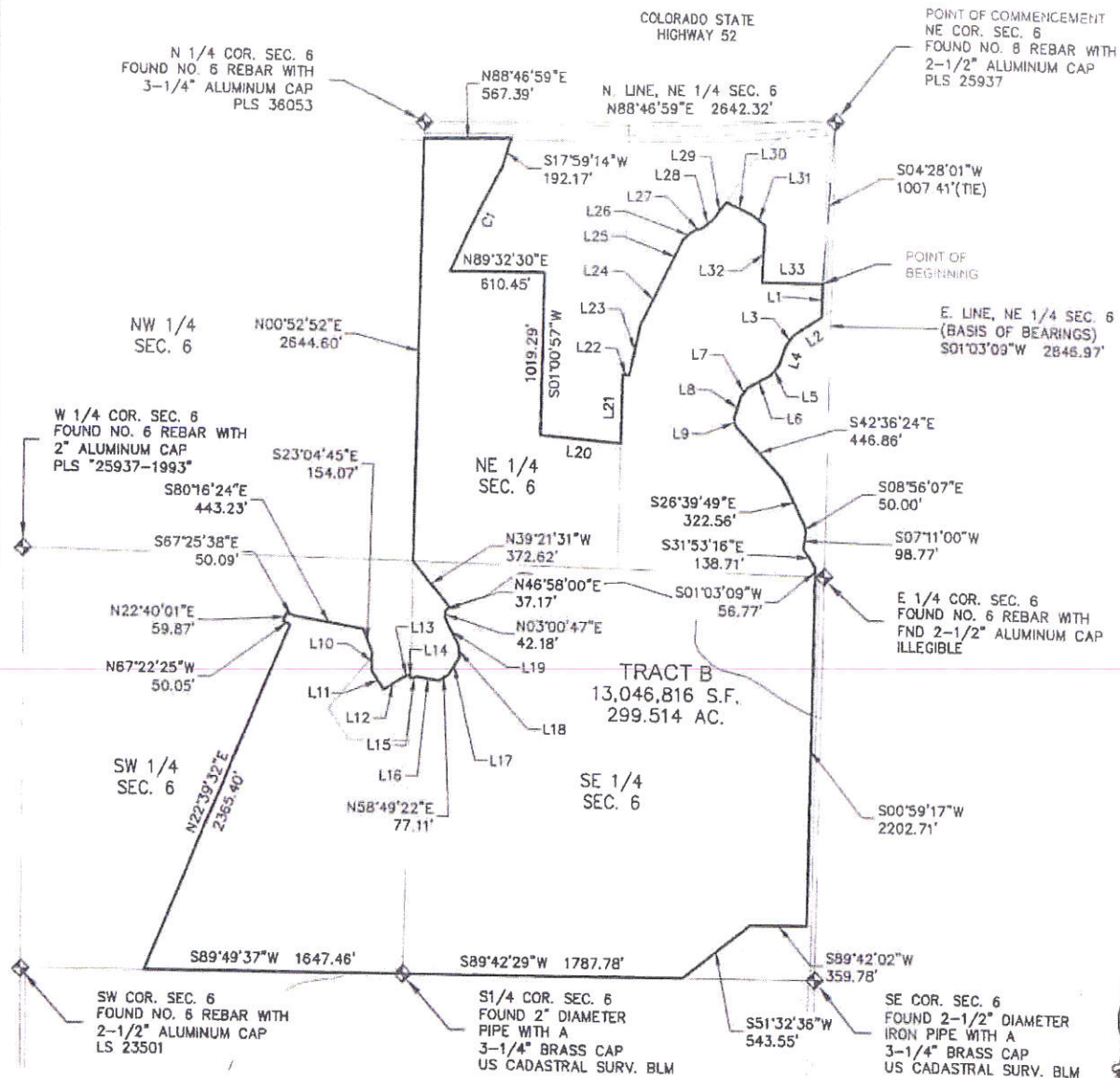
THENCE SOUTH 50°07'33" EAST, A DISTANCE OF 98.34 FEET;

THENCE SOUTH 02°31'13" WEST, A DISTANCE OF 351.78 FEET;

THENCE SOUTH 89°44'32" EAST, A DISTANCE OF 388.42 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 13,046,816 SQUARE FEET OR 299.514 ACRES, MORE OR LESS.

ILLUSTRATION FOR EXHIBIT B



1000 500 0 1000 2000

SCALE: 1" = 1000'

THE ABOVE DESCRIBED PARCEL CONTAINS 13,046,816 SQUARE FEET OR (299.514 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

TOWN OF ERIE, COLORADO			A PARCEL OF LAND SITUATED IN PORTIONS OF SECTION 6, T1N, R68W, 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, COLORADO.
DRAWN BY:	SCALE: 1" = 1000'	R.O.W. FILE NUMBER	
CHECKED BY:	DATE: 11/22/2019	JOB NUMBER: 8130297201	
MJP			

ILLUSTRATION FOR EXHIBIT B

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S01°03'09"W	208.19'
L2	S56°41'17"W	215.90'
L3	S38°35'50"W	75.58'
L4	S19°07'03"W	137.44'
L5	S41°33'40"W	79.21'
L6	S60°12'44"W	170.91'
L7	S38°34'03"W	70.07'
L8	S15°44'21"W	139.99'
L9	S09°03'19"E	51.67'
L10	S00°15'05"E	124.61'
L11	S33°30'03"E	134.90'
L12	N57°53'03"E	139.02'
L13	N64°37'40"E	57.31'
L14	S00°56'44"W	24.33'
L15	N79°47'08"E	47.71'
L16	S81°35'52"E	136.58'
L17	N30°51'37"E	131.96'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L18	N04°53'46"W	73.50'
L19	N27°55'32"W	195.02'
L20	S85°34'18"E	518.94'
L21	N01°00'58"E	431.11'
L22	S89°16'08"E	44.21'
L23	N11°59'32"E	320.16'
L24	N26°06'42"E	358.68'
L25	N26°39'43"E	242.96'
L26	N50°25'08"E	84.05'
L27	N70°51'22"E	60.26'
L28	N52°57'56"E	83.63'
L29	N36°35'09"E	137.73'
L30	S68°02'35"E	188.09'
L31	S50°07'33"E	98.34'
L32	S02°31'13"W	351.78'
L33	S89°44'32"E	388.42'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	6721.00'	6°11'43"	726.73'	S26°55'48"W	726.38'

THE ABOVE DESCRIBED PARCEL CONTAINS 13,046,816 SQUARE FEET OR (299.514 ACRES) MORE OR LESS.
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TOWN OF ERIE, COLORADO			A PARCEL OF LAND SITUATED IN PORTIONS OF SECTION 6, T1N, R68W, 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, COLORADO.
DRAWN BY:	SCALE:	R.O.W. FILE NUMBER	
MJP	1" = 1000'		
CHECKED BY:	DATE:	JOB NUMBER:	
KJK	11/22/2019	8130297201	