

**AGREEMENT FOR SETTLEMENT OF SURFACE DAMAGES
AND GRANT OF EASEMENTS, RIGHTS AND WAIVERS**

This Agreement for Settlement of Surface Damages and Grant of Easements, Rights and Waivers ("SDA") is entered into on September 29th, 2022, by and between **Apex Vista LLC** ("Surface Owner"), whose address is 506 Shoshoni St, Cheyenne, WY, 82009, and **Kerr-McGee Oil & Gas Onshore LP** ("KMOG"), with offices at 1099 18th Street, Suite 700, Denver, Colorado 80202, covering certain lands (the "Lands") situated in Weld County, Colorado, described as follows:

Township 5 North, Range 67 West of the 6th P.M.

Those portions of Sections 15 and 16 as shown on the Land Survey Plat prepared by CWC consulting dated April 19, 2021, a copy of which is attached hereon as Exhibit "A".

Surface Owner and KMOG may be referred to individually as a ("Party") or collectively as the ("Parties").

NOW, THEREFORE, in consideration One Hundred and NO/100 DOLLARS (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Compensation; Release of All Claims

KMOG shall pay to Surface Owner (or their assigns as the same may exist as of the date of payment) the sum set forth in that certain Agreement Regarding Compensation between Surface Owner and KMOG entered into contemporaneously with this SDA, as full consideration and final settlement and satisfaction for any and all detriment, depreciation, injury or damage of any nature to the Lands or growing crops thereon that may occur as a result of KMOG's operations on the Lands, including, but not limited to, KMOG's drilling and completion operations, its continuing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Lands, ingress, egress, access roads, mud and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, data transmission lines and equipment, and any and all other reasonable and customary uses of the Land related to all such operations or activities. As used in this SDA, "Oil and Gas Location" shall mean the location of the wells and facilities, as well as the working pad surfaces immediately adjacent thereto. The area reserved for the Oil and Gas Location is generally depicted on Exhibit "B". KMOG shall have the right but not the obligation to drill up to, but no more than 12 wells on the Oil and Gas Location.

2. Acknowledgement of Rights and Easement of KMOG

Surface Owner acknowledges and understands that KMOG, as owner or lessee of the oil and gas estate in the Lands, is beneficiary to a right of use that burdens the Lands, and that per Colorado case law, Colorado statutes, and COGCC rules and regulations KMOG has a continuing right and entitlement in accordance with said laws, statutes and rules to use the surface of the Lands for its operations, including, but not limited to, access, construction, operation, maintenance, repair and replacement of temporary above-ground water lines and completion fluid lines, subsurface flowlines, gathering lines and other pipelines, data transmission lines, electrical lines and related equipment (both subsurface and above-ground) that may be necessary or convenient to its operations on the Lands as those facilities, improvements and encumbrances exist in accordance with COGCC rules and regulations.

3. Grant of Rights and Easements to KMOG

Surface Owner hereby grants, bargains, sells, assigns and conveys to KMOG a non-exclusive easement and right-of-way on the Lands to use those portions of the surface of the Lands in accordance with this SDA as necessary for its operations, including, but not limited to, civil and environment surveys and studies, drilling and completion operations, ongoing activities for the production and transportation of oil, gas, other hydrocarbons, water or products associated with such operations and activities, use of the surface of the Lands, ingress, egress, the construction, use and maintenance of access roads, temporary mud stormwater management and reserve pits, wellhead equipment, separators, tank batteries, pipelines, gathering lines, flowlines, pipeline interconnections, electrical lines and equipment, data transmission lines and equipment, and any and all other reasonable and



customary uses of the Lands related to all such operations or activities and the construction, operation, maintenance, repair and replacement of, facilities, temporary above-ground water lines and completion fluid lines, subsurface flowlines, gathering lines and other pipelines, data transmission lines, electrical lines and related equipment (both subsurface and above-ground) that may be necessary or convenient to its operations on the Lands. The location of the wells and all facilities, as well as the working pad surfaces immediately adjacent thereto, "Oil and Gas Location" shall be an area no larger than 15 acres during the drilling and completion operations, and no larger than 7 acres during production operations. Upon the commencement of construction activities necessary for drilling and completion operations by KMOG and until such time all wells on the location are turned over to production and interim reclamation activities are completed to KMOG's satisfaction, the entire Oil and Gas Location shall be for the exclusive use by KMOG, and during production operations only the final production area shall be for the exclusive use by KMOG. Notwithstanding the foregoing and subject to the written approval by KMOG, which shall not be unreasonably withheld, conditioned or delayed, and subject to reasonable conditions and limitations by KMOG, Surface Owner may request to use portions of the Oil and Gas Location for above and below grade utilities, grading, and other uses within the Oil and Gas Location, so long as such uses do not interfere with KMOG's use of the Oil and Gas Location in KMOG's sole judgement. The area reserved for the Oil and Gas location is depicted on Exhibit "A". KMOG shall cooperate in good faith with Surface Owner to define the location of flowlines, pipelines, waterlines, electric lines, access roads, and other equipment not located on the Oil and Gas Location, which may be located on the Lands that are reasonable and customary for the construction, drilling, completions, production, monitoring, and maintenance operations related to the Oil and Gas Location. Should the Oil and Gas Location not be approved by any governmental agency, whether it be federal, state or local, having authority over the siting of Oil and Gas Location, then Surface Owner and KMOG agree to negotiate a mutually acceptable alternate area for the Oil and Gas Location on the Lands.

4. Grant of Additional Rights and Easements

In addition to the right to construct, drill, complete and operate on the Lands from the Oil and Gas Location that produce and drain oil, gas, and hydrocarbons from lands other than the Lands, Surface Owner agrees to grant, bargain, sell, assign and convey to KMOG a non-exclusive easement and right-of-way on the Lands outside of the Oil and Gas Location as follows:

(i) the right to locate on the Lands at locations to be mutually agreed upon by the Parties, but not to be unreasonably withheld, conditioned, or delayed by Surface Owner, a non-exclusive unrecorded easement for temporary above-ground water lines and temporary above-ground completion fluid lines, and appurtenant equipment. Failure to accept a proposal within 45 days from when said proposal is received by the Surface Owner shall be deemed consent to such location by Surface Owner.

(ii) the right to locate on the Lands at locations to be mutually agreed upon by the Parties, but not to be unreasonably withheld, conditioned, or delayed by Surface Owner, temporary above-ground and temporary subsurface utilities for use related to operations on the Lands. Failure to accept a proposal within 45 days from when said proposal is received by the Surface Owner shall be deemed consent to such location by Surface Owner.

5. Subsurface Easement

Upon request of KMOG or its successor and assigns, Surface Owner agrees to reasonably negotiate in good faith, execute, acknowledge and deliver to KMOG a separate Subsurface Easement Agreement in the form attached to this SDA and labeled Attachment 1.

6. Pipeline Easement and Right-of-Way

Surface Owner agrees to reasonably negotiate in good faith with KMOG, or a third-party gatherer designated by KMOG, for an easement and right-of-way on the Lands for the construction, use, maintenance, and replacement of pipelines for the transportation of hydrocarbons and water from the Lands, and associated electric power lines, data transmission lines and equipment. Such easement and right-of-way shall contain commercially reasonable terms which will accommodate Surface Owner's use and development of any portions of the Lands not included in the Oil and Gas Locations. The cost for such easements shall be commiserate with amounts paid for similar easements within the immediate area.



7. Plug and Abandon Existing Oil and Gas Wells

The Parties hereto acknowledge that KMOG has certain currently existing oil and gas wells located on the Lands owed by the Surface Owner. Those currently existing oil and gas wells are more specifically located and depicted on Exhibit "C" attached hereto (collectively, the "Existing Wells"). KMOG hereby agrees to plug and abandon all Existing Wells in accordance with the timeline as shown on Exhibit C, subject to the provisions in this section and events of Force Majeure. KMOG shall be solely responsible for the cost and expense to plug and abandon all Existing Wells with the top of the remaining well casing cut off at a depth of 10 feet below the existing grade and to remove all facilities, gathering lines, and flow lines associated therewith. Upon completion of the plugging, abandonment, remediation, and reclamation of the well, an 8 foot 4"x 4" treated wood post shall be buried with a total of 4 feet exposed to mark the location of the plugged and abandoned well. KMOG shall plug and abandon the Existing Wells and remove all facilities, gathering lines and flow lines in connection therewith in accordance with all applicable rules and regulations of the COGCC, applicable Colorado statutes and case law, and any applicable federal statutes and case law. All plugged and abandoned wells and related well sites shall be reclaimed and remediated in accordance with COGCC rules and regulations. Surface Owner agrees to provide its reasonable cooperation (at no cost or expense to Surface Owner) in KMOG's efforts regarding plugging and abandoning the existing wells and causing the removal of the associated facilities, gathering lines and flow lines. Notwithstanding the foregoing plugging and abandonment requirements in this section for Existing Wells, KMOG shall in no circumstances be required to plug and abandon an Existing Well that is the last well holding an oil and gas lease until such a time that such oil and gas lease is held by production from another well, whether such well is drilling from the Oil and Gas Location, provided that KMOG diligently pursues permitting and development of the Oil and Gas Location from and after the effective date.

8. Waivers and Authorizations

Surface Owner, for itself and its successors and assigns, hereby waives the right to, and covenants not to, protest or object to the use of the surface of the Lands by KMOG as provided in this SDA. Furthermore, Surface Owner and its successors and assigns will provide KMOG and its successors and assigns with all written waivers, consents and other evidence of support KMOG may reasonably require to obtain permits from the Colorado Oil and Gas Conservation Commission ("COGCC") or any local jurisdiction. Surface Owner understands and acknowledges that the COGCC Rules require certain notifications related to the permitting of oil and gas locations and conducting oil and gas operations on the Lands. Surface Owner hereby waives the right to receive notices for itself, their successors and assigns and acknowledges all required consultations pursuant to the following COGCC Rules: 303.e.(1)B; 309.b.(2); 314.e.(11)E.; 314.f.(1).C.ii; 412.a; 412.b.; 435.a.(3) and any successor rules or amendments as the same may pertain to notification.

Surface Owner waives the reclamation timing requirement(s) in COGCC Rule 1003.b. and any successor rules or amendments from the time KMOG constructs a location for any wells drilled on the Lands under this SDA until KMOG has completed all drilling and completion operations on the Lands. KMOG may only be permitted to defer reclamation for a period of time not more than two years. Notwithstanding anything contained herein to the contrary, KMOG agrees that upon permanent cessation of KMOG's operations on the Lands, all areas thereof occupied, utilized or disturbed by KMOG will be restored by KMOG to as near to the conditions that existed immediately prior to KMOG's operations. All reclamation and remediation shall comply with and be in accordance with COGCC rules and regulations. Upon completion of the drilling and completion operations, KMOG shall reclaim all temporary areas impacted by its operations within one year, with the understanding that complete revegetation will take additional time. In all events KMOG shall be responsible for erosion protection.

Upon request of KMOG or its successors and assigns, Surface Owner agrees at no cost of Surface Owner, to execute, acknowledge and deliver to KMOG and its successors and assigns all reasonable and necessary authorizations and permits, and all applications for authorizations and permits, required by any regulatory or governmental agency in connection with KMOG's access to its operations on the Lands.

Surface Owner understands, acknowledges, and authorizes KMOG to use Vista as the name of its Oil and Gas Location on the Lands for oil and gas development. Surface Owner further understands and acknowledges that said name will be used for government filings, public records, and notices that could be distributed to large numbers of individuals and government agencies. The name will be used in external and internal business records and



diagrams and may be used in external statements and press releases by KMOG or its affiliates. Surface Owner also understands and acknowledges that said name may be used in government meetings, social media, and by members of the press. Surface Owner hereby consents to KMOG's use of the name and further waives and hereby releases KMOG from any all claims, causes of action, and damages of any kind whatsoever related to KMOG's use of Vista as the name for its oil and gas location and facility.

Surface Owner acknowledges that KMOG and its successors and assigns may cite the waivers in this SDA in order to obtain exceptions and variances from the COGCC or from any other state or local body having jurisdiction over oil and gas operations. To the extent accepted by the COGCC or any other state or local body having jurisdiction over oil and gas operations as a properly executed and delivered consent, Surface Owner agrees that this SDA shall satisfy its requirement for a consent to an exception or variance signed by the surface owner, and agrees that KMOG and its successors and assigns may provide a copy of this SDA to the COGCC or to any other state or local body to the extent this SDA satisfies any such requirement for any of the waivers, authorizations or consents provided for herein.

Surface Owner agrees to use commercially reasonable efforts execute and deliver to KMOG and its successor and assigns all reasonable and necessary consents and waivers requested, including waivers required from any owners of Residential Building Units located on the Lands (as such term is defined in the COGCC rules and regulations and any successor rules or amendments). Provided however and notwithstanding anything contained herein to the contrary, Surface Owner shall not be in default of this SDA in the event that it is unable to obtain any consents or waivers that KMOG may require or request from third parties.

Surface Owner further acknowledges and understands that KMOG, as well as local, state and federal regulatory authorities may require access to the Lands during the life cycle of the Oil and Gas Location to perform necessary surveys and inspections to ensure regulatory compliance, including but not limited to, noise, air, and environmental surveys.

KMOG agrees not to oppose Surface Owner, its agents, consultants, attorneys, successors and assigns in any administrative or governmental proceedings related to Surface Owner's applications for development of and construction on the Lands or any adjacent lands owned by Surface Owner, its successor, and assigns. Operator will provide Surface Owner, its agents, consultants, attorneys, successors, and assigns with any reasonable and necessary written consents, waivers or other support reasonably required to obtain approval of its applications for development of and construction on the Lands or adjacent lands owned by Surface Owner, to the extent such plans do not interfere with KMOG's development plans. Surface Owner agrees not to oppose KMOG, its agents, consultants, attorneys, successors and assigns in any administrative or governmental proceedings related to KMOG's applications for oil and gas development operations involving the Lands. Operator will provide Surface Owner, its agents, consultants, attorneys, successors, and assigns with reasonable and necessary written consents, waivers or other support reasonably required to obtain approval of its applications for oil and gas development on the Lands or adjacent lands.

9. Use Provisions

With respect to its operations on the Lands, KMOG shall comply with the following:

- (i) KMOG shall maintain all access roads in good repair and condition and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks.
- (ii) KMOG agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of its operations, will be removed and disposed away from the Lands no later than 45 days after the completion of the wells and associated facilities. No such items will be burned or buried on the Lands.
- (iii) At all times during the term of this SDA, the well sites and any pits shall be fenced, bermed or otherwise landscaped so as to screen the oil and gas wells and associated facilities in accordance with COGCC regulations and other applicable state law. Additionally, the well sites and associated facilities shall



be kept free and clear of all noxious weeds, and trash either during drilling operations or after completion and production.

10. Notice to Future Owners

By means of a notice filed in the office of the Weld County Clerk and Recorder which shall be reflected within any title policy or report obtained for the Lands, Surface Owner shall provide notice to all buyers and assignees of an interest in the Lands (or any portion thereof), including all builders, property owners, property owners' associations, and special districts, (each, a "Future Owner") of the existence of this SDA, the grants and waivers contained herein and the fact that Surface Owner has agreed to compensation for surface damages, for the grant of additional rights and easements and for the agreements and waivers in this SDA. In addition, Surface Owner will notify Future Owners that, as successors in interest to Surface Owner, Future Owners will assume the obligations undertaken by Surface Owner pursuant to this SDA, including the obligation to execute and deliver waivers to KMOG and its successors and assigns and to provide notice to subsequent Future Owners. It is expressly understood and agreed by Surface Owner and KMOG that the waivers, notice requirements and the obligations assumed by Future Owners as set forth in this SDA are, and shall be construed to be, covenants that run with the Land.

11. Term

This SDA shall remain in effect for 1 year and so long thereafter as required by KMOG for operations on the Oil and Gas Location, provided however that in the event that KMOG is unable to obtain all required authorizations and permits in connection with its activities on Lands within eight (8) years from the date of this SDA, then this SDA shall automatically terminate and be of no further force or effect. The Parties recognize that development shall occur within section 15 and systematically progress westerly into section 16. The Surface Owner shall keep KMOG apprised on an annual basis regarding development plans and sequencing.

12. Force Majeure

Should KMOG be prevented from complying with any expressed or implied covenants of this Agreement, conducting normal operations, or from transporting natural gas or other hydrocarbons therefrom by reason of scarcity of, or inability to obtain or use equipment or material, acts of God force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority then while so prevented, all not be liable in damages for failure to comply therewith; and the express or implied covenant or other provision of the Agreement so affected shall be extended for a period of 2 years while and so long as KMOG is prevented by any such cause from conducting normal operations or transportation of natural gas or other hydrocarbons from the Lands; and the time while KMOG is so prevented shall not be counted against the KMOG, anything in this Agreement to the contrary notwithstanding.

13. Assignment

Either Party to this SDA may assign this SDA in whole or in part with 30 days prior notice to the non-assigning Party.

14. Waiver

Neither Party shall be liable in an action initiated by one against the other for special, punitive, indirect or consequential damages, loss of value, loss of production, loss of financial advantage, loss of profit or business interruptions, in each case, resulting from or arising out of this Agreement, , however same may be caused.

15. Binding Agreement

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



16. Counterpart Signatures

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

17. Authority to Execute

Surface Owner represents and warrants that he/she/they have the authority to execute this SDA in the capacity stated below.

18. Severability

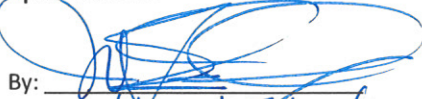
If a court of competent jurisdiction determines that any clause or provision of this SDA is void, illegal, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this SDA shall remain in full force and effect, and the clauses or provisions that are determined to be void, illegal, unenforceable, or unconscionable shall be deemed severed from this SDA as if this SDA had been executed with the invalid provisions eliminated; provided, however, that notwithstanding the foregoing, if the removal of such provisions destroys the legitimate purposes of this SDA, then this SDA shall no longer be of any force or effect. The Parties shall negotiate in good faith for any required modifications to this SDA required as a result of this provision. In the event that any part of this SDA would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this SDA shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

19. Recording

KMOG may record this SDA or a Memorandum of this SDA with the Clerk and Recorder of the County in which the Lands are located.

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

Apex Vista LLC

By: 
Name: William J. Edwards.
Title: Manager

Kerr-McGee Oil & Gas Onshore LP

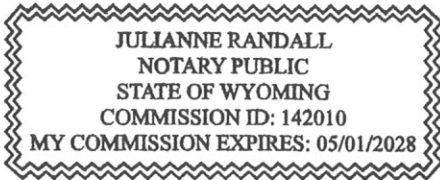
By: 
Name: Don C. Stabell RES
Title: Attorney-in-Fact BLM

ACKNOWLEDGEMENTS

STATE OF Wyoming)
)ss
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 29th day of September 2024 by William J Edwards

Witness my hand and official seal.



Julianne Randall
Notary Public

My commission expires 5-1-2028

STATE OF COLORADO)
)ss
COUNTY OF Denver)

This instrument was acknowledged before me this 5th day of October 2022, by Don C. Tobe III as Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, on behalf of said limited partnership.

Witness my hand and official seal.



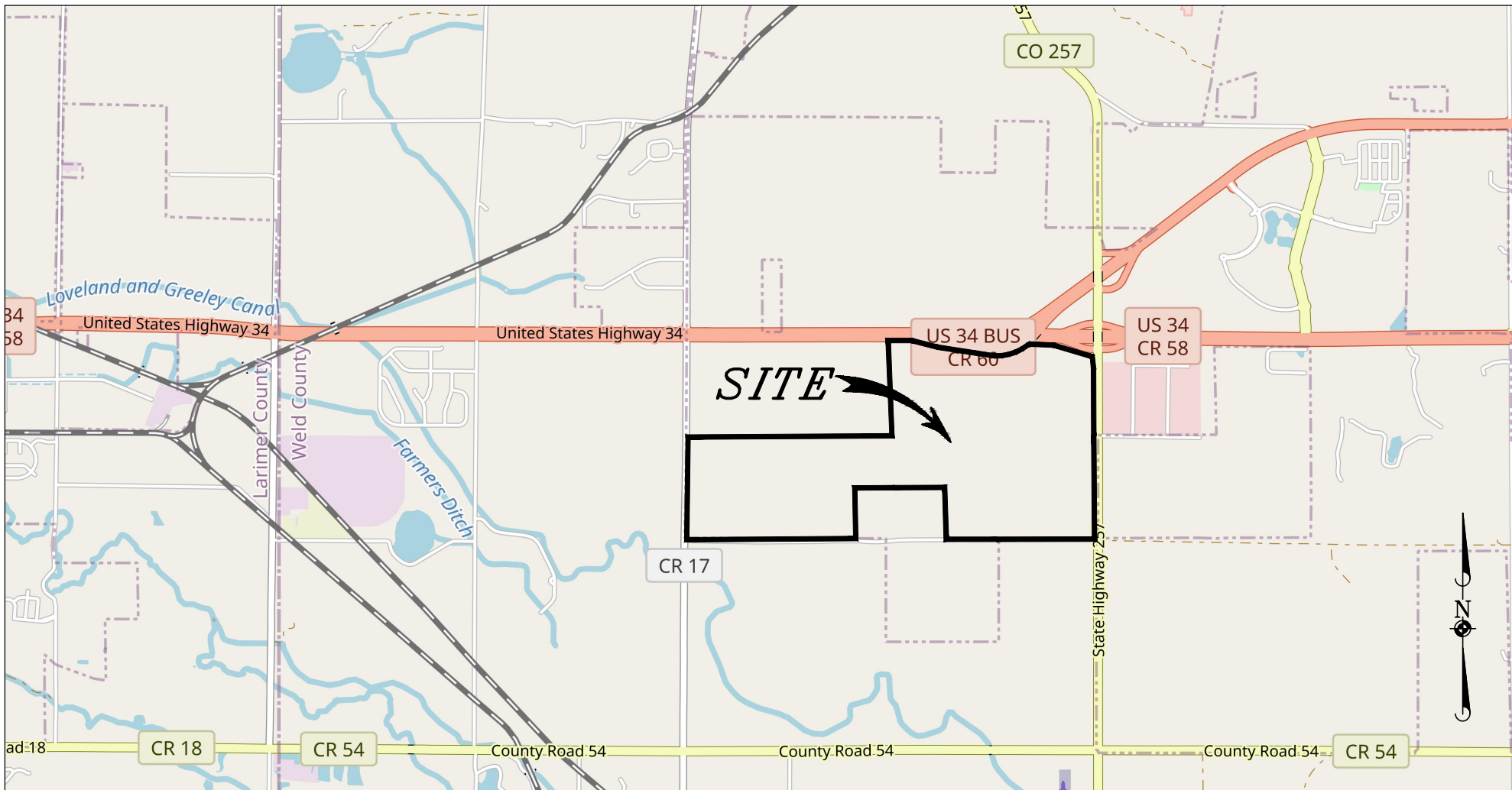
[Signature]
Notary Public

My commission expires 02/12/2026

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LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



LOCATION MAP

(NOT TO SCALE)

TITLE DESCRIPTION

PARCEL 1:
SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

EXCLUDING THOSE PORTIONS CONVEYED IN DEED RECORDED OCTOBER 2, 1936 IN BOOK 999 AT PAGE 411 AND DEED RECORDED APRIL 27, 1961 IN BOOK 1583 AT PAGE 294 AND IN DEED RECORDED JANUARY 2, 1968 AT RECEPTION NO. 1511417 AND IN DEED RECORDED JANUARY 15, 1968 AT RECEPTION NO. 1512031 AND IN DEED RECORDED MAY 14, 1976 AT RECEPTION NO. 1688529 AND IN DEED RECORDED APRIL 5, 1977 AT RECEPTION NO. 1715553 AND IN CONSERVATOR'S DEED RECORDED JANUARY 19, 1994 AT RECEPTION NO. 02369866 AND IN WARRANTY DEED RECORDED JANUARY 19, 1994 AT RECEPTION NO. 2369867 AND IN WARRANTY DEED RECORDED JANUARY 30, 2001 AT RECEPTION NO. 2822417 AND IN WARRANTY DEED RECORDED APRIL 15, 2002 AT RECEPTION NO. 2943083.

PARCEL 2:
THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

EXCLUDING THOSE PORTIONS CONVEYED IN DEED RECORDED FEBRUARY 16, 1936 IN BOOK 956 AT PAGE 71 AND IN WARRANTY DEED RECORDED SEPTEMBER 14, 1978 AT RECEPTION NO. 1766549 AND IN WARRANTY DEED RECORDED APRIL 15, 2002 AT RECEPTION NO. 2943083.

SURVEYOR'S DESCRIPTION

(PER QUITCLAIM DEED RECORDED 10/02/2008 AT RECEPTION NO. 3581880)

TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.
SECTION 16, S1/2
SECTION 15

EXCLUDING:

(PER RIGHT OF WAY DEED RECORDED 10/02/1936 IN BOOK 999 AT PAGE 411)

A TRACT OF LAND IN SECTION FIFTEEN (15), TOWNSHIP FIVE (5) NORTH RANGE SIXTY SEVEN (67) WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION, THENCE S 89° 54' W ON THE NORTH LINE OF SAID SECTION, FOR A DISTANCE OF 40 FEET, THENCE S 0° 06' E ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 50 FEET, TO A POINT, BEGINNING AT SAID POINT, THENCE S 0° 06' E ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 5220 FEET, MORE OR LESS, THENCE N 89° 57' E ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 40 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION, THENCE N 0° 06' W ON THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 5220 FEET, MORE OR LESS, THENCE S 89° 54' W ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 40 FT, MORE OR LESS, TO THE BEGINNING POINT.

(PER SPECIAL WARRANTY DEED RECORDED 04/27/1961 IN BOOK 1583 AT PAGE 294)(R1)**

A TRACT OR PARCEL OF LAND, NO. 5 OF GRANTEE'S PROJECT NO. S 0057 (2) CONTAINING 7.11 ACRES, MORE OR LESS, IN THE E1/2 OF THE E1/2 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE N. LINE OF SEC. 15, T. 5 N., R. 67 W., FROM WHICH THE NE CORNER OF SEC. 15 BEARS S. 89° 51' E., A DISTANCE OF 110.0 FEET;

1. THENCE S. 89° 51' E., ALONG THE N. LINE OF SEC. 15, A DISTANCE OF 110.0 FEET TO THE NE CORNER OF SEC. 15;
2. THENCE S. 0° 10' 45" E., ALONG THE E. LINE OF SEC. 15, A DISTANCE OF 5,258.3 FEET TO THE SE CORNER OF SEC. 15;
3. THENCE S. 89° 10' 30" W., ALONG THE S. LINE OF SEC. 15, DISTANCE OF 60.0 FEET;
4. THENCE N. 0° 08' W., A DISTANCE OF 4,153.2 FEET;
5. THENCE N. 0° 21' W., A DISTANCE OF 1,026.1 FEET;
6. THENCE N. 45° 06' W., A DISTANCE OF 71.0 FEET TO THE EXISTING S. RIGHT OF WAY LINE OF THE COUNTY ROAD AS LOCATED DEC. 1960;
7. THENCE N. 0° 21' W., A DISTANCE OF 30.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(PER SPECIAL WARRANTY DEED RECORDED 01/02/1968 AT RECEPTION NO. 1511417)(R2)**

A TRACT OR PARCEL OF LAND, NO. 44 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. F 007-(11) SEC. 2 CONTAINING 12.969 ACRES, MORE OR LESS, IN THE N1/2 OF THE NW1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 15, T. 5 N., R. 67 W., FROM WHICH THE NORTHWEST CORNER OF SECTION 15 BEARS N. 1° 56' W., A DISTANCE OF 214.2 FEET;

1. THENCE S. 89° 37' 15" E., A DISTANCE OF 2,633.8 FEET TO THE EAST LINE OF THE NW1/4 OF SECTION 15;
2. THENCE, ALONG THE EAST LINE OF THE NW1/4 OF SECTION 15, N. 0° 59' 45" W., A DISTANCE OF 214.6 FEET TO THE NORTHEAST CORNER OF THE NW1/4 OF SECTION 15;
3. THENCE, ALONG THE NORTH LINE OF SECTION 15, N. 89° 37' 45" W., A DISTANCE OF 2,637.3 FEET TO THE NORTHWEST CORNER OF SECTION 15;
4. THENCE, ALONG THE WEST LINE OF SECTION 15, S. 1° 56' E., A DISTANCE OF 214.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SURVEYOR'S DESCRIPTION

(PER SPECIAL WARRANTY DEED RECORDED 01/15/1968 AT RECEPTION NO. 1512031)(R3)**

A TRACT OR PARCEL OF LAND NO. 43 OF THE DEPARTMENT OF HIGHWAY, STATE OF COLORADO, PROJECT NO. F 007-(11) SEC. 2 CONTAINING 21.441 ACRES, MORE OR LESS, IN THE N1/2 OF THE NE1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE WEST RIGHT OF WAY LINE OF S.H. 257 (JUNE 1967), FROM WHICH THE NORTHEAST CORNER OF SECTION 15, T. 5 N., R. 67 W., BEARS N. 3° 22' E., A DISTANCE OF 925.3 FEET;

1. THENCE, N. 6° 03' 30" W., A DISTANCE OF 301.5 FEET;
2. THENCE, N. 73° 16' 30" W., A DISTANCE OF 1,028.7 FEET;
3. THENCE, N. 86° 45' 30" W., A DISTANCE OF 600.7 FEET;
4. THENCE, N. 84° 17' W., A DISTANCE OF 967.7 FEET TO THE WEST LINE OF THE NE1/4 OF SECTION 15;
5. THENCE, ALONG THE WEST LINE OF THE NE1/4 OF SECTION 15, N. 0° 59' 45" W., A DISTANCE OF 214.6 FEET TO THE NORTHWEST CORNER OF THE NE1/4 OF SECTION 15;
6. THENCE, ALONG THE NORTH LINE OF SECTION 15, S. 89° 37' 45" E., A DISTANCE OF 2,527.8 FEET TO THE WEST RIGHT OF WAY LINE OF S.H. 257 (JUNE 1967);
7. THENCE, ALONG THE WEST RIGHT OF WAY LINE OF S.H. 257 (JUNE 1967), S. 0° 21' E., A DISTANCE OF 30.0 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE COUNTY ROAD (JUNE 1967);
8. THENCE, ALONG THE WEST RIGHT OF WAY LINE OF S.H. 257 (JUNE 1967), S. 45° 06' E., A DISTANCE OF 71.0 FEET;
9. THENCE, ALONG THE WEST RIGHT OF WAY LINE OF S.H. 257 (JUNE 1967), S. 01° 21' E., A DISTANCE OF 844.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(PER SPECIAL WARRANTY DEED RECORDED 05/14/1976 AT RECEPTION NO. 1688529)(R4)**

A TRACT OR PARCEL OF LAND NO. 28 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. RF 034-1(10) CONTAINING 10.135 ACRES, MORE OR LESS, IN THEN 1/2 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NW 1/4 OF SEC. 15, T. 5 N., R. 67 W., 6TH P.M., FROM WHICH THE NE CORNER OF THE NW 1/4 OF SEC. 15 BEARS N. 1° 06' 45" W., A DISTANCE OF 597.0 FEET;

1. THENCE N. 81° 36' W., A DISTANCE OF 359.3 FEET;
2. THENCE N. 80° 53' 15" W., A DISTANCE OF 1,052.9 FEET;
3. THENCE N. 75° 09' 45" W., A DISTANCE OF 675.4 FEET TO THE SOUTH RIGHT OF WAY LINE OF SH 34 (JAN. 1976);
4. THENCE S. 89° 43' 30" E., ALONG THE SOUTH RIGHT OF WAY LINE OF SH 34 (JAN. 1976), A DISTANCE OF 2,040.5 FEET TO THE EAST LINE (06) THE NW 1/4 OF SEC. 15;
5. THENCE S. 1° 06' 45" E., ALONG THE EAST LINE OF THE NW 1/4 OF SEC. 15, A DISTANCE OF 382.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(PER SPECIAL WARRANTY DEED RECORDED 04/05/1977 AT RECEPTION NO. 1715553)(R5)**

A TRACT OR PARCEL OF LAND NO. 29 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. RF 034-1(10) CONTAINING 5.663 ACRES, MORE OR LESS, IN THE NW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NE 1/4 OF SEC. 15, T. 5 N., R. 67 W., 6TH P.M., FROM WHICH THE NW CORNER OF THE NE 1/4 OF SEC. 15 BEARS N. 1° 06' 45" W., A DISTANCE OF 597.0 FEET;

1. THENCE N. 1° 06' 45" W., ALONG THE WEST LINE OF THE NE 1/4 OF SEC. 15, A DISTANCE OF 382.4 FEET TO THE SOUTH RIGHT OF WAY LINE OF SH 34 (JAN. 1976);
2. THENCE S. 86° 24' 30" E., ALONG THE SOUTH RIGHT OF WAY LINE OF SH 34 (JAN. 1976), A DISTANCE OF 967.7 FEET;
3. THENCE S. 65° 57' 30" W., A DISTANCE OF 52.4 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,295.9 FEET, A DISTANCE OF 904.7 FEET (THE CHORD OF THIS ARC BEARS S. 71° 50' W. A DISTANCE OF 886.5 FEET);
5. THENCE N. 81° 36' W., A DISTANCE OF 66.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(PER CONSERVATOR'S DEED RECORDED 01/19/1994 AT RECEPTION NO. 02369866)

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AND CONSIDERING THE WEST LINE OF SAID SECTION TO BEAR NORTH 00°00'00" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°00'00" EAST, 950.00 FEET ALONG SAID WEST LINE;
THENCE SOUTH 87°57'15" EAST, 485.00 FEET;
THENCE SOUTH 00°00'00" WEST, 950.00 FEET TO THE SOUTH LINE OF SAID SECTION 15;
THENCE NORTH 87°57'15" WEST, 485.00 FEET ALONG SAID SOUTH LINE TO SAID SOUTHWEST CORNER OF SAID SECTION 15 AND THE POINT OF BEGINNING;

(PER WARRANTY DEED RECORDED 01/19/1994 AT RECEPTION NO. 02369867)

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEYOR'S DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AND CONSIDERING THE WEST LINE OF SAID SECTION TO BEAR NORTH 00°00'00" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°00'00" EAST, 950.00 FEET ALONG SAID WEST LINE;
THENCE SOUTH 87°57'15" EAST, 485.00 FEET;
THENCE SOUTH 00°00'00" WEST, 950.00 FEET TO THE SOUTH LINE OF SAID SECTION 15;
THENCE NORTH 87°57'15" WEST, 485.00 FEET ALONG SAID SOUTH LINE TO SAID SOUTHWEST CORNER OF SAID SECTION 15 AND THE POINT OF BEGINNING;

(PER WARRANTY DEED RECORDED 01/30/2001 AT RECEPTION NO. 2822417)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO BEAR NORTH 89°41'20" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°41'20" EAST, 485.00 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.
THENCE NORTH 02°25'06" WEST, 950.00 FEET;
THENCE NORTH 89°44'35" EAST, 465.02 FEET;
THENCE SOUTH 02°25'06" EAST, 949.56 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15;
THENCE SOUTH 89°41'20" WEST, 465.00 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

(PER WARRANTY DEED RECORDED 04/15/2002 AT RECEPTION NO. 2943083)(R6)

A PARCEL OF LAND BEING ALL OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO EXCEPT THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND EXCEPT THAT PART OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AS CONVEYED BY DEED RECORDED IN THE RECORDS OF WELD COUNTY, COLORADO AT RECEPTION NUMBER 1766549, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16 AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 TO BEAR SOUTH 89°25'41" WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°25'41" WEST, 483.51 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THAT TRACT PREVIOUSLY DESCRIBED AT RECEPTION NUMBER 1766549 AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 89°25'41" WEST, 523.60 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 01°55'41" WEST, 1318.73 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 89°27'07" EAST, 995.83 TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 02°25'06" EAST, 368.17 FEET TO THE NORTHEAST CORNER OF THAT TRACT PREVIOUSLY DESCRIBED AT RECEPTION NUMBER 1766549;
THENCE ALONG THE NORTH AND WEST LINES OF SAID PREVIOUSLY DESCRIBED TRACT AS FOLLOWS:
SOUTH 89°25'47" WEST, 485.25 FEET;
SOUTH 02°31'23" EAST, 950.53 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO)

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO EXCEPT THOSE PARTS OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO BEAR NORTH 89°41'20" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°41'20" EAST, 950.00 FEET ALONG SAID SOUTH LINE TO THE SOUTH[EAST] CORNER OF THAT TRACT PREVIOUSLY DESCRIBED AT RECEPTION NUMBER 2822417 AND THE TRUE POINT OF BEGINNING.

THENCE ALONG THE EAST AND NORTH LINES OF SAID PREVIOUSLY DESCRIBED TRACTS AS FOLLOWS:

NORTH 02°25'06" WEST, 949.56 FEET;
SOUTH 89°44'35" WEST, 950.03 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15;
THENCE NORTH 02°25'06" WEST, 368.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15;
THENCE NORTH 89°43'33" EAST, 1285.48 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15;
THENCE SOUTH 01°56'30" EAST, 1317.44 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15;
THENCE SOUTH 89°41'20" WEST, 324.48 FEET TO THE TRUE POINT OF BEGINNING.

(PER WARRANTY DEED RECORDED 09/14/1978 AT RECEPTION NO. 1766549)

THE SOUTH 950 FEET OF THE EAST 485 FEET OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN.

SURVEYOR'S DESCRIPTION

(PER RIGHT OF WAY DEED RECORDED 02/16/1934 IN BOOK 956 AT PAGE 71)

PLEASE NOTE THAT THIS DOCUMENT LIES WITHIN THE NORTH ONE-HALF OF SAID SECTION 16 AND DOES NOT AFFECT THE SUBJECT PROPERTY.

A TRACT OF LAND TEN (10) FEET WIDE AND TWENTY FIVE HUNDRED THIRTY NINE AND ONE TENTHS (2539.1) FEET LONG LYING SOUTH OF THE PRESENT ESTABLISHED ROAD, TO BE ACQUIRED AS ADDITIONAL RIGHT OF WAY FOR FEDERAL AID PROJECT NO. 186A EXTENDING WESTERLY FROM GREELEY TO LOVELAND IN WELD COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND TEN (10) FEET WIDE AND FIVE THOUSAND SEVENTY THREE AND EIGHT TENTHS (5073.8) FEET LONG, MORE OR LESS, WITHIN THE BOUNDARIES OF SEC. 16 T5N R67W, AND LYING BETWEEN FORTY AND FIFTY FEET SOUTHERLY AND PARALLEL TO THE NORTH BOUNDARY OF SAID SECTION 16 T5N R67W.
BEGINNING AT A POINT ON THE EAST SECTION LINE OF SAID SECTION 16 T5N R67W AND RUNNING N89°38'W, FIVE THOUSAND SEVENTY THREE AND EIGHT TENTHS (5073.8) FEET TO THE WEST BOUNDARY OF SAID SECTION 16 T5N R67W.

(PER 1889 RESOLUTION RECORDED 10/14/1889 IN BOOK 86 AT PAGE 273)

COUNTY ROADS 60' WIDE, BEING 30 FEET ON EACH SIDE OF THE SECTION LINES.

(EXCEPTION TO 1889 RESOLUTION-RESOLUTION ABANDONING ROAD RIGHT OF WAY RECORDED IN BOOK 1006 AT PAGE 281)
THE ROAD ALONG THE SECTION LINE BETWEEN SECTIONS 15 AND 16, AND THE SECTION LINE BETWEEN SECTIONS 15 AND 22.

**NOTE: THE ADJACENT PLATTED SUBDIVISION, WEST GREELEY TECH CENTER (RECEPTION NO. 3148893), AND ITS SUBSEQUENT AMENDMENTS, CONSULTED WITH THE COLORADO DEPARTMENT OF TRANSPORTATION TO ESTABLISH THE RIGHT-OF-WAY FOR U.S. HIGHWAY 34 CONSIDERING INCONSISTENCIES IN THE RECORDED DOCUMENTS' CALLS AS A CONSEQUENCE THE SUBDIVISION RELIED UPON COLORADO DEPARTMENT OF TRANSPORTATION COLORADO PROJECT NO. C 0342-024 RIGHT-OF-WAY PLANS. IN RESEARCHING THE PORTIONS OF U.S. HIGHWAY 34 AND STATE HIGHWAY 257, THE PARCEL WHICH IS REFLECTED ACTUALLY EXIST, AND THAT THIS DRAWING ACCURATELY REPRESENTS SAID SURVEY. THE FIELDWORK WAS COMPLETED ON MARCH 10, 2021.

SURVEYED AREA

PARCEL 1: 23,109,738 SQUARE FEET (530.527 ACRES) MORE OR LESS
PARCEL 2: 12,478,136 SQUARE FEET (286.459 ACRES) MORE OR LESS
TOTAL: 35,587,874 SQUARE FEET (816.985 ACRES) MORE OR LESS

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN U.S. SURVEY FEET AND DECIMAL PLACES THEREOF, NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (0.00') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.

2. THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED ON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE CREDIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. REFERENCE IS MADE TO FIRST AMERICAN TITLE INSURANCE COMPANY ISSUING OFFICE FILE NO.: NCS-1023854-CO, WITH A COMMITMENT DATE OF FEBRUARY 19, 2021 AT 5:00 PM FROM WHICH THIS SURVEY IS BASED. THIS PROPERTY IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS RELATING TO THE USE AND CHARACTER OF THE LAND AND ALL MATTERS APPEARING OF PUBLIC RECORD AND AS MAY BE DISCLOSED BY A MORE RECENT TITLE COMMITMENT OR REPORT.

3. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

4. THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CWC CONSULTING GROUP, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE CREDIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. REFERENCE IS MADE TO FIRST AMERICAN TITLE INSURANCE COMPANY ISSUING OFFICE FILE NO.: NCS-1023854-CO, WITH A COMMITMENT DATE OF FEBRUARY 19, 2021 AT 5:00 PM FROM WHICH THIS SURVEY IS BASED. THIS PROPERTY IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS RELATING TO THE USE AND CHARACTER OF THE LAND AND ALL MATTERS APPEARING OF PUBLIC RECORD AND AS MAY BE DISCLOSED BY A MORE RECENT TITLE COMMITMENT OR REPORT.

5. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE.

6. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

7. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID TO BEAR SOUTH 00°30'20" EAST, A DISTANCE OF 2,628.83 FEET, FROM THE EAST ONE-QUARTER CORNER OF SECTION 15 BEING MONUMENTED BY A 3.25" ALUMINUM CAP 0.5" DOWN IN A RANGE BOX WITH NO LID, STAMPED "COLO. DEPT. OF TRANSPORTATION, T5N R67W, 1/4, S15 | S14, 1998, PLS 25951" TO THE SOUTHEAST CORNER OF SECTION 15 BEING MONUMENTED BY A 3.25" ALUMINUM CAP, 0.3" DOWN IN A RANGE BOX WITH A LID MARKED "SURVEY", STAMPED "FLATIRON'S SURVEYING, T5N R67W, S15 | S14, ---, S22 | S23, 1997, LS 16406".

SURVEYOR'S NOTES

8. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

9. DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.

10. CWC CONSULTING GROUP, INC. DOES NOT WARRANT THAT THE PARCEL, AS DESCRIBED HEREON, COMPLIES WITH COLORADO SENATE BILL 35. (30-28-101).

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

SURVEYOR'S CERTIFICATE

I, ERIC DAVID CARSON, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS DRAWING WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THAT THIS DRAWING ACCURATELY REPRESENTS SAID SURVEY. THE FIELDWORK WAS COMPLETED ON MARCH 10, 2021.

DATE OF PLAT OR MAP: ____ DAY OF APRIL, 2021.

ERIC DAVID CARSON
COLORADO PROFESSIONAL LAND SURVEYOR NO.37890
FOR AND ON BEHALF OF
CWC CONSULTING GROUP, INC.
EMAIL: ERIC@CWC-CONSULTING.COM

INDEXING STATEMENT

DEPOSITED THIS ____ DAY OF ____, 20__, AT ____, M.,

IN BOOK ____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS

AT PAGE(S) ____, RECEPTION NUMBER ____

COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR

T:\005\1-20 Survey\120-00336_Apex Development-Greeley.dwg Date: 04/27/21 11:01a ECarson

LEGEND

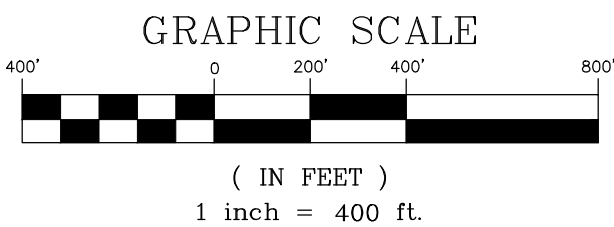
- PROJECT CONTROL POINT
- FOUND MONUMENT AS NOTED;
NOTE: BEARING AND DISTANCE, IF LISTED, IS FROM THE BOUNDARY CORNER TO THE FOUND MONUMENT.
- SET NO. 5 REBAR WITH PPC, STAMPED "MG LLC, 37890" OR 1" BRASS TAG & ALUMINUM NAIL, STAMPED "MG LLC, 37890"
- FOUND PLSS MONUMENT AS NOTED

- BOUNDARY LINE
- SECTION/ALLOT LINE
- RIGHT-OF-WAY LINE
- TRACT/LOT LINE
- EASEMENT LINE
- BARBED-WIRE FENCE

XX.X' → FENCE DIMENSION.
NOTE: LABEL POSITION IS BASED ON THE FENCE LOCATION RELATIVE TO THE BOUNDARY LINE. DIMENSION INSIDE BOUNDARY LINE MEANS THE FENCE IS INSIDE THE BOUNDARY LINE.
YPC = YELLOW PLASTIC CAP
RPC = RED PLASTIC CAP
PPC = PINK PLASTIC CAP
ESMT = EASEMENT
R.O.W. = RIGHT OF WAY
BK. = BOOK, PAGE
RECP. NO. = RECEPTION NUMBER

LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



SEC. 8

SEC. 9

SW 1/4
SEC. 10

SE 1/4
SEC. 10

SW 1/4
SEC. 11

N 1/2
SEC. 16

NW 1/4
SEC. 15

W 1/2
NE 1/4
SEC. 15

E 1/2
NE 1/4
SEC. 15

NW 1/4
SEC. 14

SEC. 17

S 1/2
SEC. 16

NW 1/4
SW 1/4
SEC. 15

NE 1/4
SW 1/4
SEC. 15

SE 1/4
SEC. 15

SW 1/4
SEC. 14

SEC. 20

SEC. 21

SW 1/4
SW 1/4
SEC. 15

SE 1/4
SW 1/4
SEC. 15

SEC. 22

SEC. 23

NORTHWEST CORNER OF SECTION 16
CALCULATED POSITION BASED UPON A MAP OF SURVEY
RECORDED AT RECEPTION NO. 2696066

NORTH ONE-QUARTER CORNER OF SECTION 16
CALCULATED POSITION BASED UPON A MAP OF SURVEY
RECORDED AT RECEPTION NO. 2696066

NORTHWEST CORNER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 1.0' BELOW ASPHALT
DRIVEWAY, STAMPED "MORAE & SHORT INC, TSN
R67W, S9 | S10, ---, S16 | S15, 1994, LS 7242"

NORTHEAST CORNER OF SECTION 15
CALCULATED POSITION BASED UPON FOUND REFERENCE
MONUMENTS PER MONUMENT RECORD ACCEPTED
MAR 20 2005 DEPOSITED BY LAWRENCE S. PEPEK

NORTHEAST CORNER OF SECTION 15
NOTHING FOUND
CALCULATED POSITION BASED UPON FOUND REFERENCE
MONUMENTS PER MONUMENT RECORD ACCEPTED JUL 26 1999
DEPOSITED BY ALVIN B. KRAWIETZ

WEST ONE-QUARTER CORNER OF SECTION 16
FOUND 2.5" ALUMINUM CAP, 0.3' BELOW ADJACENT
ASPHALT ROADWAY, STAMPED "ALLES AND ASSOCIATES,
INC., 1/4, TSN 17 | 16 R67W, 2000, PLS 9644"

WEST ONE-QUARTER CORNER OF SECTION 15
FOUND 2.5" ALUMINUM CAP, 0.4' BELOW GROUND
SURFACE, STAMPED "ALLES AND ASSOCIATES,
1/4, TSN 16 | 15 R67W, 2000, PLS 9644"

CENTER-QUARTER CORNER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 1.8' BELOW GROUND
SURFACE, STAMPED "2008, TSN R67W, C1/4 +
S15, DILKA, LS 38106, KING SURVEYORS INC."

CENTER-EAST ONE-SIXTEENTH
CORNER OF SECTION 15
CALCULATED POSITION

EAST ONE-QUARTER CORNER OF SECTION 15
FOUND 3.25" ALUMINUM CAP 0.5' DOWN IN A
RANGE BOX WITH NO LID, STAMPED "COLO.
DEPT. OF TRANSPORTATION, TSN R67W, 1/4,
S15 | S14, 1998, PLS 25951"

NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF
THE SOUTHWEST ONE-QUARTER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 0.5' BELOW GROUND
SURFACE, STAMPED "S 1/16, S15 + S16, 2019, PLS 38638"

CENTER-WEST ONE-SIXTEENTH
CORNER OF SECTION 15
CALCULATED POSITION

NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER
OF THE SOUTHWEST ONE-QUARTER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 0.6' BELOW
GROUND SURFACE, STAMPED "SW 1/16 +
S16, 2019, PLS 38638"

CENTER-SOUTH ONE-SIXTEENTH
CORNER OF SECTION 15
CALCULATED POSITION

SOUTHEAST CORNER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 0.3' DOWN IN A
RANGE BOX WITH A LID MARKED "SURVEY",
STAMPED "FLATIRON SURVEYING, TSN R67W,
S15 | S14, ---, S22 | S23, 1997, LS 16406"

SOUTHWEST CORNER OF SECTION 16
FOUND 2.5" ALUMINUM CAP, 0.6' DOWN IN A RANGE
BOX WITH LID, STAMPED "ALLES AND ASSOCIATES, S17
| S16, TSN --- R67W, S20 | S21, 2000, PLS 9644"

SOUTH ONE-QUARTER CORNER OF SECTION 16
FOUND 3.25" ALUMINUM CAP, 1.0' BELOW GROUND
SURFACE, STAMPED "2003, TSN R67W, S16, 1/4
+, S21, PEPEK, LS 33642, KING SURVEYORS INC."

SOUTHWEST CORNER OF SECTION 15
FOUND 2.5" ALUMINUM CAP, FLUSH WITH GROUND
SURFACE, STAMPED "KELLY SURVEYING, TSN R67W,
S16 | S15, ---, S21 | S22, 1998, LS 25951"

SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 0.3' BELOW GROUND SURFACE, STAMPED "W 1/16 + S15,
---, S22, 2019, PLS 38638"

SOUTH ONE-QUARTER CORNER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 1.5' BELOW GROUND SURFACE,
STAMPED "CDS ENG, 1988, 15, ---, 22, TSN R67W, 25619"

EAST ONE-QUARTER CORNER OF SECTION 22
FOUND 3.25" ALUMINUM CAP, 0.4' DOWN IN A RANGE BOX
WITH A LID MARKED "SURVEY", STAMPED "2008, TSN R67,
1/4, S22 + S23, LUND, LS 34995, KING SURVEYORS INC."

LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 2-SECTION BREAKDOWN



DATE	BY	REVISION

DRAFTED: S.L.O.J.	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	SHEET NO. 2 OF 11 SHEETS

LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

LEGEND

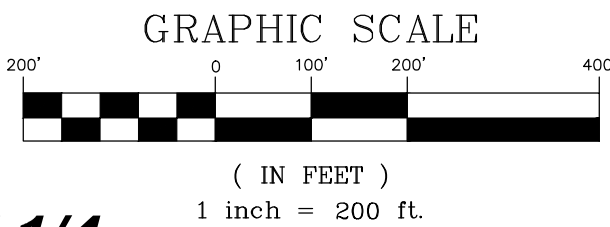
- FOUND MONUMENT AS NOTED;
NOTE: BEARING AND DISTANCE, IF LISTED, IS FROM
THE BOUNDARY CORNER TO THE FOUND MONUMENT.
- FOUND PLSS MONUMENT AS NOTED

- BOUNDARY LINE
- - - SECTION/ALIQUOT LINE
- - - RIGHT-OF-WAY LINE
- - - TRACT/LOT LINE
- - - EASEMENT LINE
- - - BARBED-WIRE FENCE

XX.X' →

FENCE DIMENSION.
NOTE: LABEL POSITION IS BASED ON THE FENCE
LOCATION RELATIVE TO THE BOUNDARY LINE.
DIMENSION INSIDE BOUNDARY LINE MEANS THE
FENCE IS INSIDE THE BOUNDARY LINE.
YPC = YELLOW PLASTIC CAP
RPC = RED PLASTIC CAP
PPC = PINK PLASTIC CAP
ESMT. = EASEMENT
R.O.W. = RIGHT OF WAY
BK. PG. = BOOK & PAGE
RECP. NO. = RECEPTION NUMBER
CDOH = COLORADO DEPARTMENT OF HIGHWAYS
CDOT = COLORADO DEPARTMENT OF TRANSPORTATION
FAP = FEDERAL AID PROJECT

RA = RECORD PER CDOH FAP NO. S 0057(2) ROW PLANS
RB = RECORD PER CDOH FAP NO. F007-1(11) SEC.2 ROW PLANS
RC = RECORD PER CDOH FAP NO. F 034-1(10) ROW PLANS
RD = RECORD PER CDOT PROJECT NO. C 0342-024 ROW PLANS
R1 = RECORD PER BK. 1583, PG. 294
R2 = RECORD PER RECP. NO. 1511417
R3 = RECORD PER RECP. NO. 1512031
R4 = RECORD PER RECP. NO. 1688529
R5 = RECORD PER RECP. NO. 1715553
R6 = RECORD PER RECP. NO. 2943083



SEC. 9

SW 1/4
SEC. 10

SE 1/4
SEC. 10

SW 1/4
SEC. 11

U.S. HIGHWAY 34
(PUBLIC R.O.W.-WIDTH VARIES)

W 1/2
NE 1/4
SEC. 15

E 1/2
NE 1/4
SEC. 15

NW 1/4
SEC. 15

NW 1/4
SEC. 14

APEX VISTA LLC
(COUNTY PARCEL NO. 095715000018)

APEX VISTA LLC
(COUNTY PARCEL NO. 095715000012)

NOBLE ENERGY INC
(COUNTY PARCEL NO. 095714200001)
LOT 3A
WEST GREELEY TECH CENTER SECOND MINOR
SUBDIVISION
(RECP. NO. 3148893)

BOTTLING GROUP LLC
(COUNTY PARCEL NO. 095714200002)
BLOCK 1, LOT 2
WEST GREELEY TECH CENTER
(RECP. NO. 3148893)

GOLDEN EYE INVESTMENTS LLC
(COUNTY PARCEL NO. 095714200001)
LOT 1
WEST GREELEY TECH CENTER FIFTH MINOR
SUBDIVISION
(RECP. NO. 3148893)

LAND SURVEY PLAT
SHOWING

A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 3 - BOUNDARY

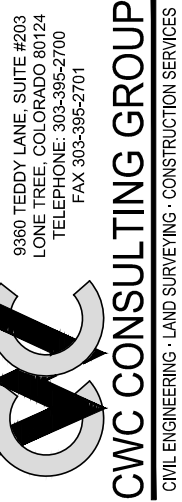
SEE SHEET 4

DRAFTED: S.L.G.J.	CHECKED: E.D.C.	DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES		SHEET NO. 3 OF 11 SHEETS	

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LAND SURVEY PLAT

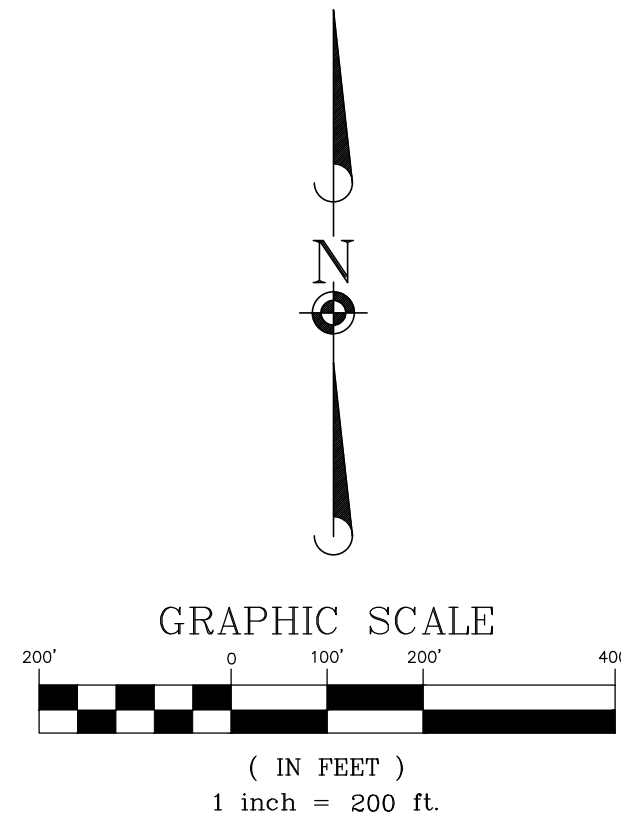
BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



DATE	REVISION	BY

LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 4- BOUNDARY

DRAFTED: S.L.G.J.	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	
SHEET NO. 4 OF 11 SHEETS	



T:\085\1-20 Survey\120-00336_Apex Development-Greeley.dwg Date: 04/27/21 11:01a ECarson

T:\JOB5\1-20 Survey\120-00336_Apex Development-Greeley.dwg Date:04/27/21 11:01a ECarson

LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

GOLDEN EYE INVESTMENTS LLC
(COUNTY PARCEL NO. 09571500009)
UNPLATTED

N 1/2
SEC. 16

NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 16
N89°28'56"E 5248.53'
N89°28'56"E 5218.53'

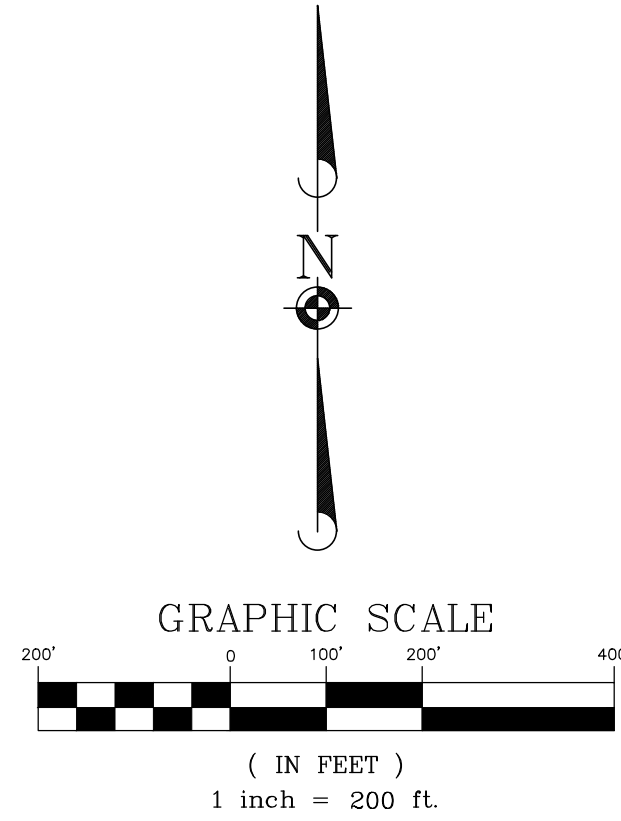
APEX VISTA LLC
(COUNTY PARCEL NO. 095715000019)

S 1/2
SEC. 16

REQUEST FOR NOTIFICATION OF
PENDING SURFACE DEVELOPMENT
(REC. NO. 3482891)
STATE LAND PATENT NO. 3166
(BK. 459, PG. 58)
RIGHT-OF-WAY GRANT
(REC. NO. 1680551)
RIGHT-OF-WAY GRANT
(REC. NO. 02079694)

SEC. 21

GARY W WIEDEMAN
(COUNTY PARCEL NO. 09571500003-3)
UNPLATTED



WEST ONE-QUARTER CORNER OF SECTION 15
FOUND 2.5" ALUMINUM CAP, 0.4'
BELOW GROUND SURFACE, STAMPED
"ALLES AND ASSOCIATES, 1/4, T5N
16 | 15 R67W, 2000, PLS 9644"

20' NON-EXCLUSIVE PIPELINE
RIGHT-OF-WAY GRANT
(REC. NO. 3594637)

ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(REC. NO. 2813619)
ORDINANCE NO. 4, 2001
(REC. NO. 2822411)
ORDINANCE NO. 24, 2002
(REC. NO. 2943098)
USE BY SPECIAL REVIEW
(REC. NO. 3547737)

FOUND 1.25" YPC, 0.6' BELOW GROUND
SURFACE, STAMPED "MCABE, PLS 38638"
53°48'05"W 0.10'

ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(REC. NO. 2813619)
ORDINANCE NO. 4, 2001
(REC. NO. 2822411)
ORDINANCE NO. 24, 2002
(REC. NO. 2943098)

NORTHWEST CORNER OF THE SOUTHWEST
ONE-QUARTER OF THE SOUTHWEST
ONE-QUARTER OF SECTION 15
FOUND 3.25" ALUMINUM CAP, 0.5'
BELOW GROUND SURFACE, STAMPED "S
1/16, S15 • S16, 2019, PLS 38638"

WARRANTY DEED
(EXCEPTION)
(REC. NO. 2943083) (R6)

S89°25'59"W 485.24'
(S89°25'47"W 485.25' R6)

WARRANTY DEED
(EXCEPTION)
(REC. NO. 1766549)

CONSERVATOR'S DEED
(EXCEPTION)
(REC. NO. 02369866)
WARRANTY DEED
(REC. NO. 02369867)

SOUTHWEST CORNER OF SECTION 15
FOUND 2.5" ALUMINUM CAP, FLUSH
WITH GROUND SURFACE, STAMPED
"KELLY SURVEYING, T5N R67W, S16 |
S15, ---, S21 | S22, 1998, LS 25951"

SEE SHEET 4

LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 5 - BOUNDARY & EXCEPTIONS

DRAFTED: S.L.G.J.	CHECKED: E.D.C.	JOB NO. 120-00336	DATE 04/19/2021
SHEET NO. 5 OF 11 SHEETS		SURVEY PREPARED FOR: STRATUS COMPANIES	

DATE	REVISION	BY



SEC. 17

HANKINS FARMS LLC
(COUNTY PARCEL NO. 09571500014)
UNPLATTED

COUNTY ROAD 17
(60' PUBLIC R.O.W.)

SEC. 20

SOUTHWEST CORNER OF SECTION 16
FOUND 2.5" ALUMINUM CAP, 0.6' DOWN IN A RANGE
BOX WITH LID, STAMPED "ALLES AND ASSOCIATES S17
| S16, T5N --- R67W, S20 | S21, 2000, PLS 9644"

COUNTY ROAD 56
(60' PUBLIC R.O.W.)

SOUTH ONE-QUARTER CORNER OF SECTION 16
FOUND 3.25" ALUMINUM CAP, 1.0' BELOW GROUND
SURFACE, STAMPED "2003, T5N R67W, S16, 1/4
+, S21, PEPEK, LS 33642, KING SURVEYORS INC."

SEC. 21

GARY W WIEDEMAN
(COUNTY PARCEL NO. 09571500003-3)
UNPLATTED

T:\085\1-20 Survey\120-00336_Apex Development-Greeley.dwg Date:04/27/21 11:01a ECarson

SEE SHEET 9



**W 1/2
NE 1/4
SEC. 15**

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(RECP. NO. 2661201)
RIGHT-OF-WAY EASEMENT
(RECP. NO. 1696477)
RIGHT-OF-WAY-EASEMENT
(RECP. NO. 01927673)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 01972875)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 02326371)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(RECP. NO. 2813616)
(RECP. NO. 2813617)
ORDINANCE NO. 3, 2001
(RECP. NO. 2822410)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 2955158)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 3511023)

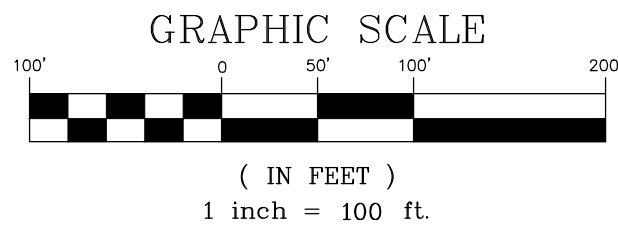
**E 1/2
NE 1/4
SEC. 15**

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(RECP. NO. 2661201)
RIGHT-OF-WAY EASEMENT
(RECP. NO. 1696477)
RIGHT-OF-WAY-EASEMENT
(RECP. NO. 01927673)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 01972875)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 02326371)
NOTICE OF RIGHT TO USE
SURFACE OF LANDS
(RECP. NO. 2230387)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(RECP. NO. 2813616)
(RECP. NO. 2813617)
ORDINANCE NO. 3, 2001
(RECP. NO. 2822410)
REQUEST FOR NOTIFICATION
(RECP. NO. 2938272)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 2955158)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 3511023)

SEE SHEET 7

LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 6 - EXCEPTIONS DETAIL

DRAFTED: S.L.C.J.	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	

SHEET NO.
6 OF 11 SHEETS

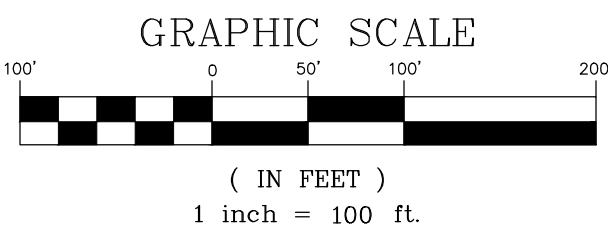
DATE	REVISION	BY



8000 TERRY LANE, SUITE #203
LOUISVILLE, CO 80027-2024
TEL: 303.386.2701
FAX: 303.386.2701
CWC CONSULTING GROUP
CIVIL ENGINEERING - LAND SURVEYING - CONSTRUCTION SERVICES

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

SEE SHEET 6



**W 1/2
NE 1/4
SEC. 15**

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(RECP. NO. 2661201)
RIGHT-OF-WAY EASEMENT
(RECP. NO. 1696477)
RIGHT-OF-WAY-EASEMENT
(RECP. NO. 01927673)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 01972875)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 02326371)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(RECP. NO. 2813616)
(RECP. NO. 2813617)
ORDINANCE NO. 3, 2001
(RECP. NO. 2822410)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 2955158)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 3511023)

E 1/2
NE 1/4
SEC. 15

WARRANTY DEED
(RC# 233, PG 185)
RELEASE AND OUTCLAIM DEED
(RC# 100, 266, PG 101)
RIGHT-OF-WAY EASEMENT
(RC# 100, 1698647)
RIGHT-OF-WAY-EASEMENT
(RC# 100, 01947283)
SURFACE OWNER'S AGREEMENT
(RC# 100, 01972875)
SURFACE OWNER'S AGREEMENT
(RC# 100, 02351871)
NOTICE OF RIGHT TO USE
SURFACE OF LANDS
(RC# 100, 2730387)
ANNUAL REPORT TO THE CITY OF
GREELEY, COLORADO
(RC# 100, 2813616)
(RC# 100, 2813617)
ORDINANCE NO. 2001
(RC# 100, 2822410)
REQUEST FOR NOTIFICATION
(RC# 100, 2938272)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RC# 100, 2955158)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RC# 100, 3511023)

**SE 1/4
SEC. 15**

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(RECP. NO. 2661201)
OIL AND GAS LEASE
(RECP. NO. 1559256)
RIGHT-OF-WAY-EASEMENT
(RECP. NO. 01927673)
EASEMENT, RIGHT-OF-WAY AND
SURFACE USE AGREEMENT
(RECP. NO. 2418565)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 2418807)
ANNEXATION TO THE CITY OF
OIL AND GAS CONVEYANCE
(RECP. NO. 2813618)
(RECP. NO. 2813619)
NOTICE OF OIL AND GAS
INTERESTS AND SURFACE USE
(RECP. NO. 2822471)
ORDINANCE NO. 4, 2001
(RECP. NO. 2822411)
ORDINANCE NO. 24, 2002
(RECP. NO. 2943081)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 2955158)
USE BY SPECIAL REVEAL
(RECP. NO. 3442539)
REQUEST FOR NOTIFICATION
(MINERAL ESTATE OWNER)
(RECP. NO. 3525268)

SEE SHEET 8

LAND SURVEY PLAT
SHOWING
5 AND A PART OF THE SOUTH ONE
GREELEY, COLORADO
SHEET 7- EXCEPTIONS DETAIL

A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16

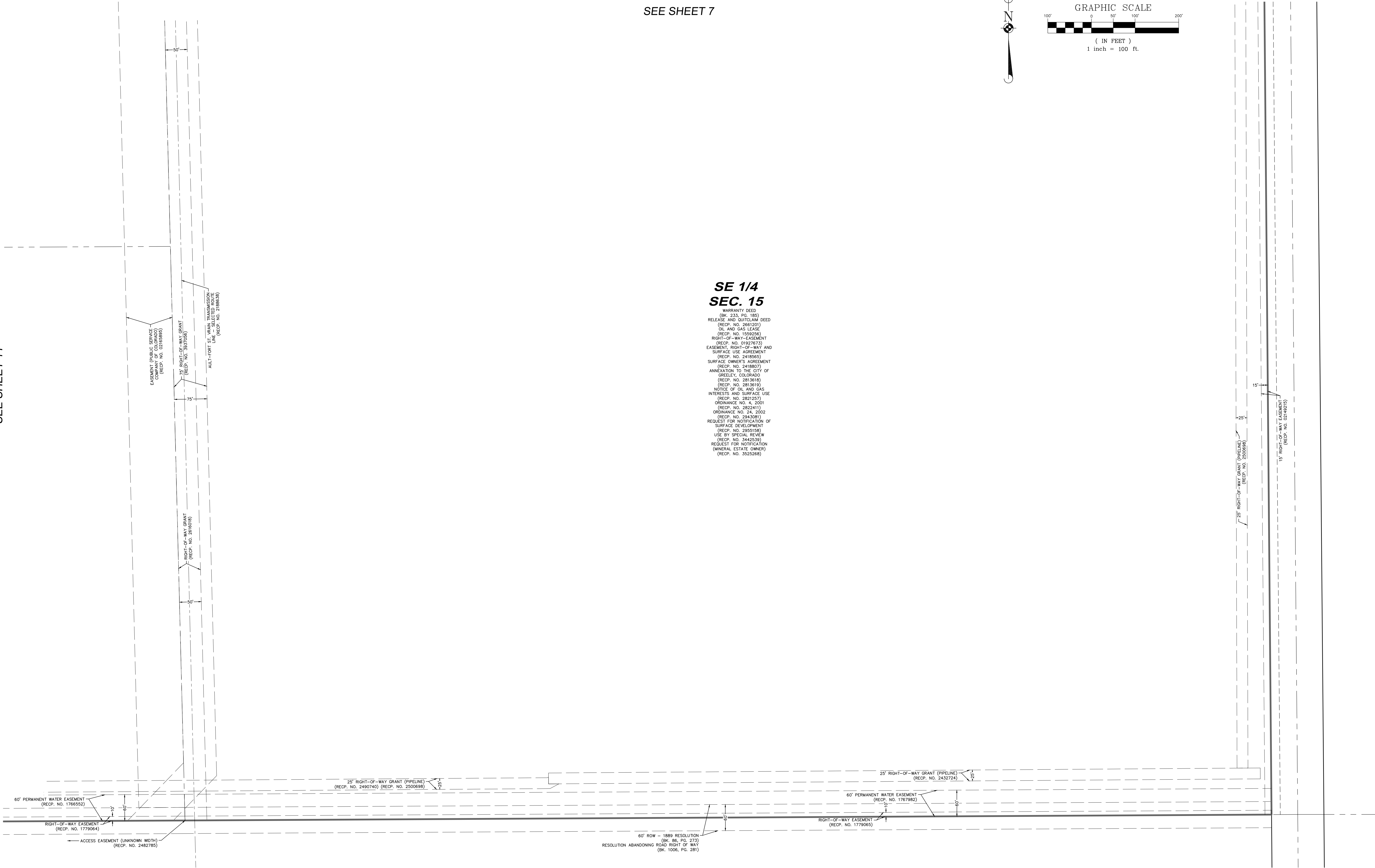
SHEET 7- EXCEPTIONS DETAIL

DRAFTED: S.L.G.3	CHECKED: E.D.C.	JOB NO. 120-00336	SURVEY PREPARED FOR: STRATUS COMPANIES
SHEET NO. 7 OF 11 SHEETS			

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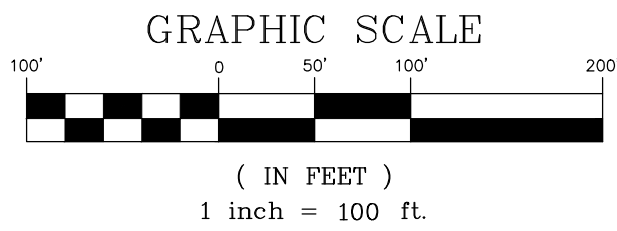
SEE SHEET 11



LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

SEE SHEET 7



DRAFTED: S.L.O.J	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	
8 OF 11 SHEETS	

LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 8 - EXCEPTIONS DETAIL

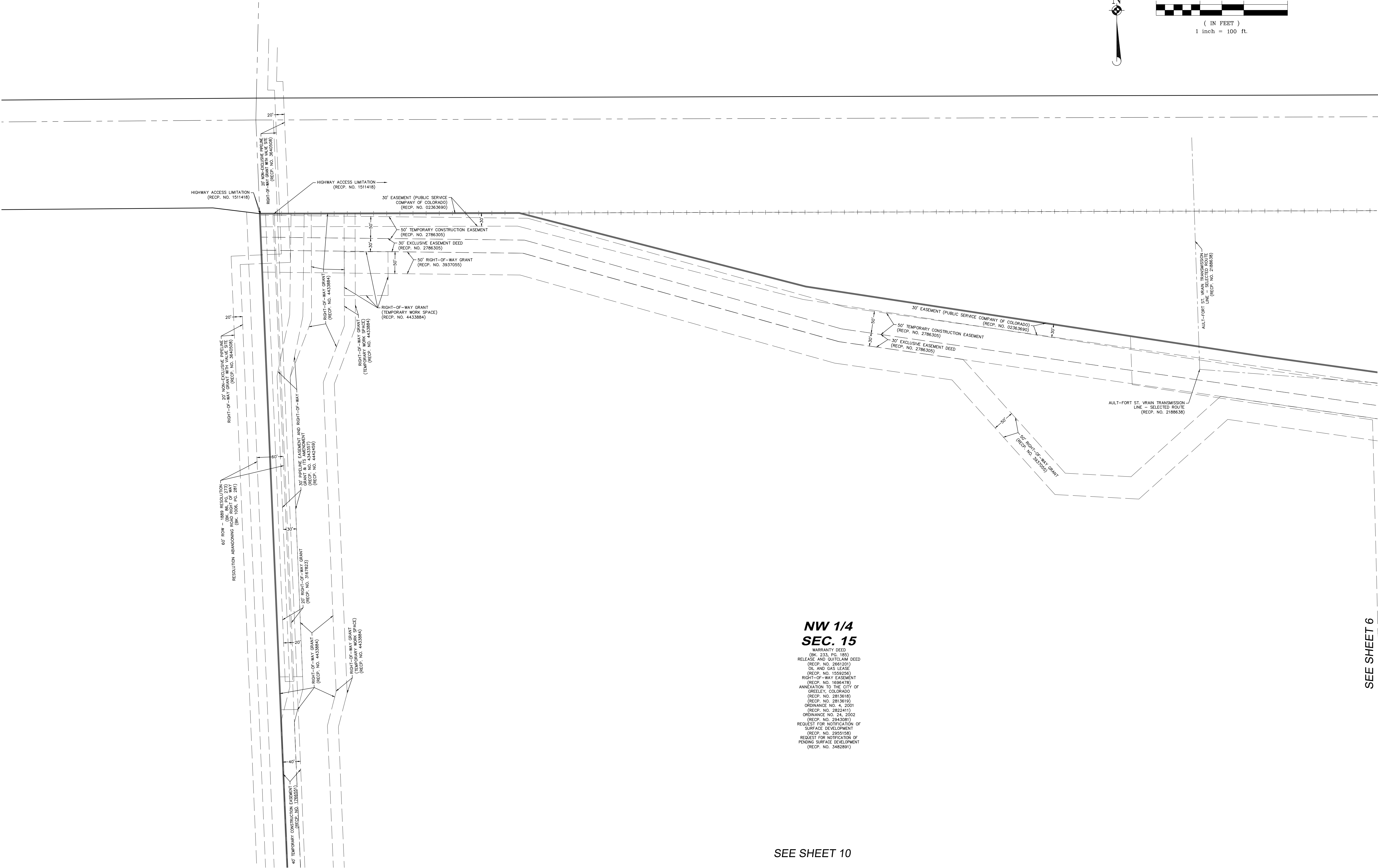
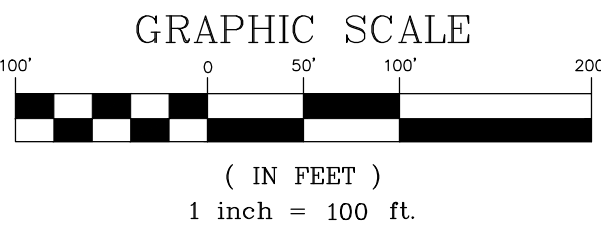
DATE	REVISION	BY



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LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



**NW 1/4
SEC. 15**

WARRANTY DEED
(Bk. 233, Pg. 185)
RELEASE AND OUTCLAIM DEED
(RECP. NO. 2881091)
OIL AND GAS LEASE
(RECP. NO. 1359256)
RIGHT-OF-WAY EASEMENT
(RECP. NO. 1696478)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(RECP. NO. 2813619)
ORDINANCE NO. 4, 2001
(RECP. NO. 2822411)
ORDINANCE NO. 24, 2002
(RECP. NO. 2843081)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(RECP. NO. 2955158)
REQUEST FOR NOTIFICATION OF
PENDING SURFACE DEVELOPMENT
(RECP. NO. 3482891)

SEE SHEET 10

SEE SHEET 6

LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 9 - EXCEPTIONS DETAIL

DRAFTED: S.L.G.J	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	

SHEET NO.
9 OF 11 SHEETS

DATE	REVISION	BY



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LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

SEE SHEET 9

NW 1/4 SEC. 15

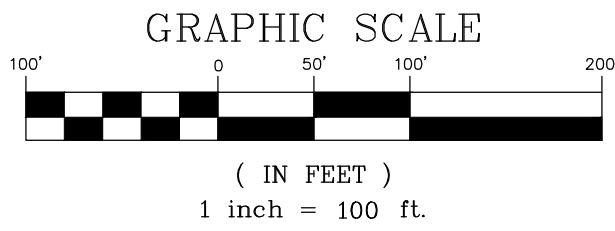
WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(REC'D. NO. 2861201)
OIL AND GAS LEASE
(REC'D. NO. 1559256)
RIGHT-OF-WAY EASEMENT
(REC'D. NO. 1696478)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(REC'D. NO. 2813618)
(REC'D. NO. 2813619)
ORDINANCE NO. 4, 2001
(REC'D. NO. 2822411)
ORDINANCE NO. 24, 2002
(REC'D. NO. 2943081)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(REC'D. NO. 2955158)
REQUEST FOR NOTIFICATION OF
PENDING SURFACE DEVELOPMENT
(REC'D. NO. 3482891)

NW 1/4 SW 1/4 SEC. 15

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(REC'D. NO. 2861201)
OIL AND GAS LEASE
(REC'D. NO. 1559256)
EASEMENT, RIGHT-OF-WAY AND
SURFACE USE AGREEMENT
(REC'D. NO. 2488172)
SURFACE OWNER'S AGREEMENT
(REC'D. NO. 2489440)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(REC'D. NO. 2813618)
(REC'D. NO. 2813619)
NOTICE OF OIL AND GAS
INTERESTS AND SURFACE USE
(REC'D. NO. 2821257)
ORDINANCE NO. 4, 2001
(REC'D. NO. 2822411)
ORDINANCE NO. 24, 2002
(REC'D. NO. 2943081)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(REC'D. NO. 2955158)
USE BY SPECIAL REVIEW
(REC'D. NO. 3442539)
REQUEST FOR NOTIFICATION
(MINERAL ESTATE OWNER)
(REC'D. NO. 3525268)

NE 1/4 SW 1/4 SEC. 15

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(REC'D. NO. 2861201)
OIL AND GAS LEASE
(REC'D. NO. 1559256)
EASEMENT, RIGHT-OF-WAY AND
SURFACE USE AGREEMENT
(REC'D. NO. 2488172)
SURFACE OWNER'S AGREEMENT
(REC'D. NO. 2489440)
ANNEXATION TO THE CITY OF
GREELEY, COLORADO
(REC'D. NO. 2813618)
(REC'D. NO. 2813619)
NOTICE OF OIL AND GAS
INTERESTS AND SURFACE USE
(REC'D. NO. 2821257)
ORDINANCE NO. 4, 2001
(REC'D. NO. 2822411)
ORDINANCE NO. 24, 2002
(REC'D. NO. 2943081)
REQUEST FOR NOTIFICATION OF
SURFACE DEVELOPMENT
(REC'D. NO. 2955158)
USE BY SPECIAL REVIEW
(REC'D. NO. 3442539)
REQUEST FOR NOTIFICATION
(MINERAL ESTATE OWNER)
(REC'D. NO. 3525268)



SEE SHEET 7

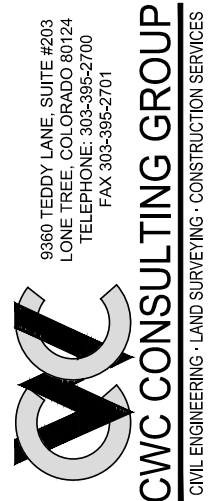
LAND SURVEY PLAT SHOWING

A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 10 - EXCEPTIONS DETAIL

DRAFTED: S.L.G.J	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	

SHEET NO.
10 OF 11 SHEETS

DATE	REVISION	BY



T:\J085\1-20 Survey\120-00336_Apex Development-Greeley.dwg Date:04/27/21 11:02a ECarson

LAND SURVEY PLAT

BEING A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16,
TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

**NW 1/4
SW 1/4
SEC. 15**

SEE SHEET 10

WARRANTY DEED
(BK. 233, PG. 185)
RELEASE AND QUITCLAIM DEED
(RECP. NO. 2661201)
OIL AND GAS LEASE
(RECP. NO. 1559256)
EASEMENT, RIGHT-OF-WAY AND SURFACE USE
AGREEMENT
(RECP. NO. 2488172)
SURFACE OWNER'S AGREEMENT
(RECP. NO. 2490440)
ANNEXATION TO THE CITY OF GREELEY, COLORADO
(RECP. NO. 2813618) (RECP. NO. 2813619)
NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
(RECP. NO. 2821257)
ORDINANCE NO. 4, 2001
(RECP. NO. 2822411)
ORDINANCE NO. 24, 2002
(RECP. NO. 2843081)
REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT
(RECP. NO. 2955158)
USE BY SPECIAL REVIEW
(RECP. NO. 3442539)
REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER)
(RECP. NO. 3525268)

RIGHT-OF-WAY GRANT
(TEMPORARY WORK SPACE)
(RECP. NO. 4433884)

RIGHT-OF-WAY GRANT
(RECP. NO. 4433884)

30' PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT & ITS AMENDMENT
(RECP. NO. 4343357) (RECP. NO. 4442459)

20' NON-EXCLUSIVE PIPELINE RIGHT-OF-WAY GRANT
(RECP. NO. 3594637)

20' NON-EXCLUSIVE PIPELINE RIGHT-OF-WAY GRANT
(RECP. NO. 3594637)
20' PERMANENT WATER EASEMENT
(RECP. NO. 1766502)
40' TEMPORARY CONSTRUCTION EASEMENT
(RECP. NO. 1766502)
40' TEMPORARY CONSTRUCTION EASEMENT
(RECP. NO. 1766502)

60' ROW - 1889 RESOLUTION
(BK. 86, PG. 273)
RESOLUTION ABANDONING ROAD RIGHT OF WAY
(BK. 1006, PG. 281)

30' PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT & ITS AMENDMENT
(RECP. NO. 4343357) (RECP. NO. 4442459)

30' PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT & ITS AMENDMENT
(RECP. NO. 4343357) (RECP. NO. 4442459)

RIGHT-OF-WAY GRANT
(TEMPORARY WORK SPACE)
(RECP. NO. 4433884)

RIGHT-OF-WAY GRANT
(TEMPORARY WORK SPACE)
(RECP. NO. 4433884)

RIGHT-OF-WAY GRANT
(TEMPORARY WORK SPACE)
(RECP. NO. 4433884)

25' RIGHT-OF-WAY GRANT (PIPELINE)
(RECP. NO. 2490740) (RECP. NO. 2500698)

60' ROW - 1889 RESOLUTION
(BK. 86, PG. 273)

ACCESS EASEMENT (UNKNOWN WIDTH)
(RECP. NO. 2482785)

RIGHT-OF-WAY EASEMENT
(RECP. NO. 1779064)

60' ROW - 1889 RESOLUTION
(BK. 86, PG. 273)
RESOLUTION ABANDONING ROAD RIGHT OF WAY
(BK. 1006, PG. 281)

60' PERMANENT WATER EASEMENT
(RECP. NO. 1766502)

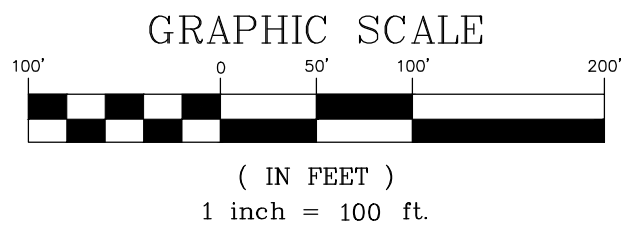
**NE 1/4
SW 1/4
SEC. 15**

WARRANTY DEED
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(RECP. NO. 3525268)

**SE 1/4
SW 1/4
SEC. 15**

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(MINERAL ESTATE OWNER)
(RECP. NO. 3525268)

SEE SHEET 8



LAND SURVEY PLAT
SHOWING
A PART OF SECTION 15 AND A PART OF THE SOUTH ONE-HALF OF SECTION 16
GREELEY, COLORADO
SHEET 11 - EXCEPTIONS DETAIL

DRAFTED: S.L.O.J.	CHECKED: E.D.C.
DATE: 04/19/2021	JOB NO. 120-00336
SURVEY PREPARED FOR: STRATUS COMPANIES	
SHEET NO. 11	OF 11 SHEETS

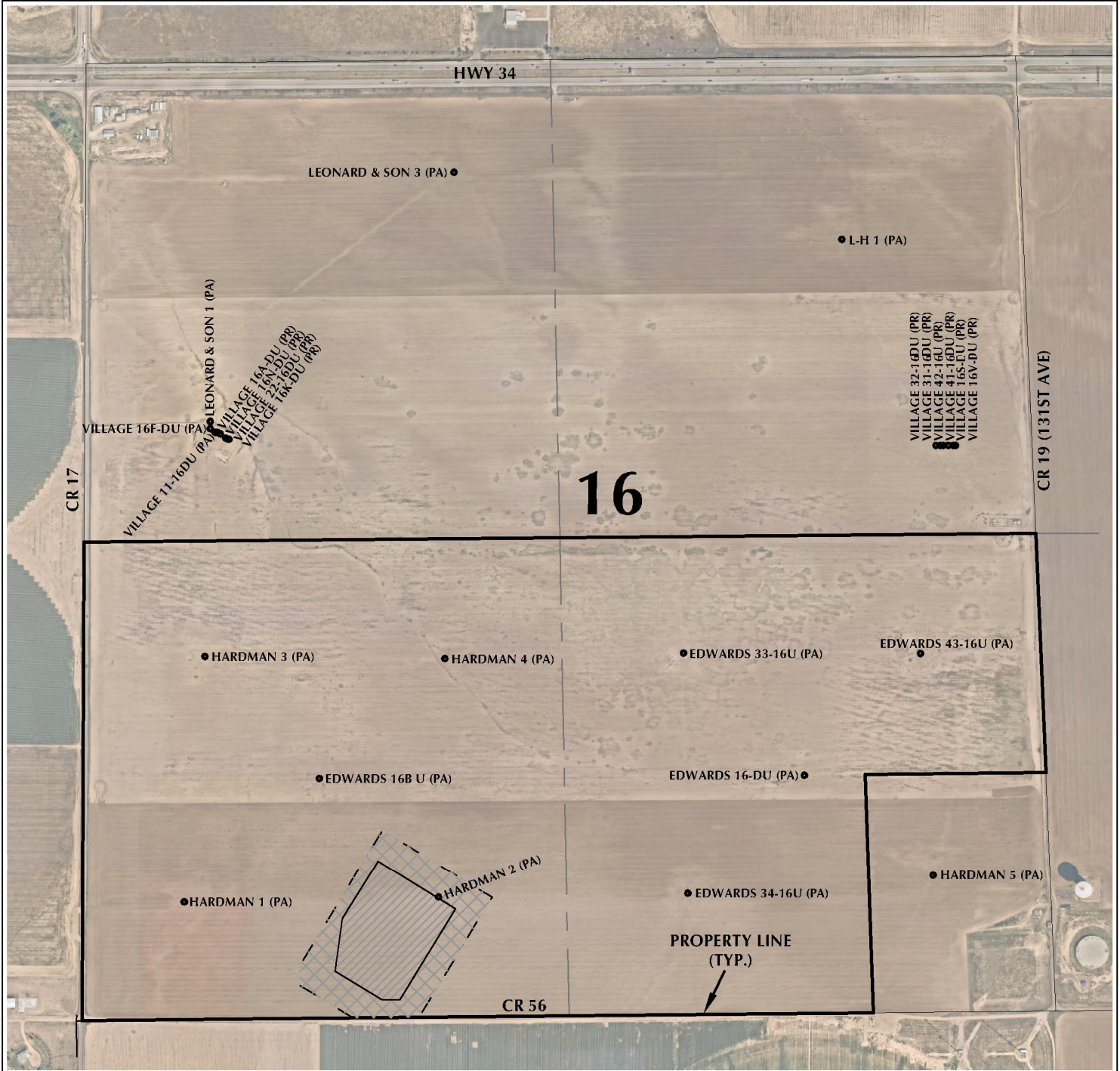
DATE	BY	REVISION



EXHIBIT B

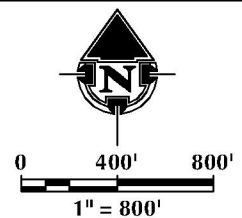
VISTA

SW1/4 SECTION 16, TOWNSHIP 5 NORTH, RANGE 67 WEST, 6TH P.M.



LEGEND

- PERMANENT OPERATIONS AREA ACRES (± 7.00 ACRES)
- TEMPORARY OPERATIONS AREA ACRES (± 8.00 ACRES)
- EXISTING WELL
- PROPERTY LINE



609 CONSULTING, LLC
LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone: 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone: 307-674-0609

DATE SURVEYED: N/A
DATE: 9/27/22
DRAFTER: SRS
REVISED:

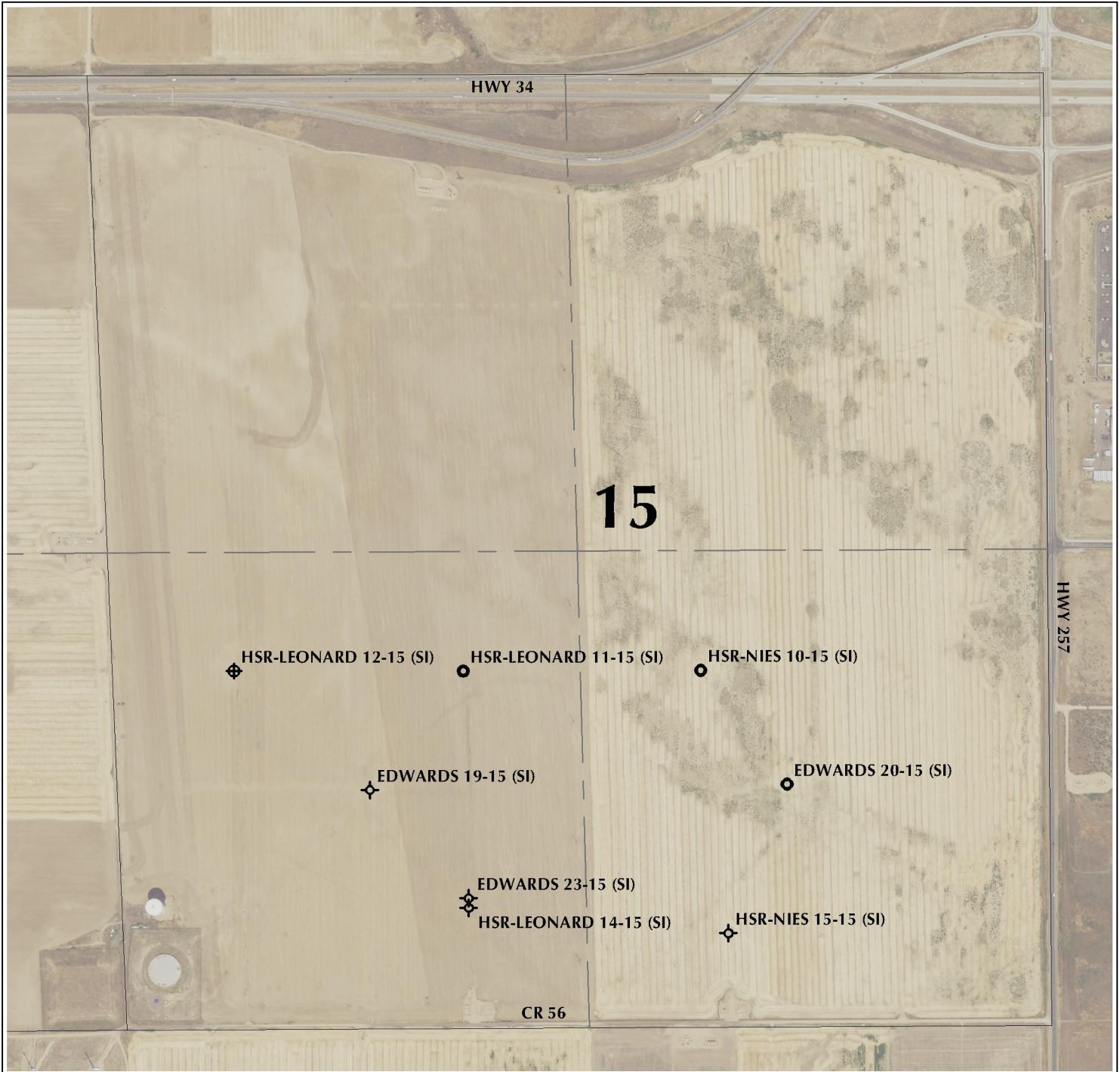
DATA SOURCES:
- AERIAL COURTESY OF NEARMAP.

PREPARED FOR:
Kerr-McGee Oil & Gas Onshore LP

EXHIBIT C

VISTA

SECTION 15, TOWNSHIP 5 NORTH, RANGE 67 WEST, 6TH P.M.



LEGEND

- EXISTING WELL (TO BE PLUGGED & ABANDONED WITHIN 12 MONTHS OF SUA EXECUTION)
- ⊕ EXISTING WELL (TO BE PLUGGED & ABANDONED WITHIN 18 MONTHS OF SUA EXECUTION)
- ⊛ EXISTING WELL (TO BE PLUGGED & ABANDONED WITHIN 30 MONTHS OF SUA EXECUTION)
- SECTION LINE
- - - QUARTER SECTION LINE



0 400' 800'
1" = 800'



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6706 North Franklin Avenue
Loveland, Colorado 80538
Phone: 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone: 307-674-0609

DATE SURVEYED: N/A

DATE: 9/21/22

DRAFTER: MLD

REVISED:

DATA SOURCES:

- AERIAL COURTESY OF NAIP.

PREPARED FOR:

Kerr-McGee Oil & Gas Onshore LP